

Offer Letter 41-54

Letter of Intent (LOI)

11/06/2024

Dear Snehal Devendra Hosamani,

Subsequent to the meetings between Concentrix Services India Private Limited (hereinafter, 'Concentrix'/'Company') and you, we are pleased to make an Offer for "Contract of Apprenticeship" on the following terms and conditions.

- 1.1 You shall be appointed as an 'Apprentice' and will be paid a stipend of INR Rs. 14660 /- per month minus all applicable taxes and withholdings
- 1.2 For apprentices, the Govt of India will directly transfer the stipend payable up to Rs 1,500/- per apprentice per month hired under NAPS under Direct Benefit Transfer (DBT) and the remaining stipend will be paid by the Company per month. Your initial place of work shall be **Pune**.
- 1.3 Your apprenticeship contract will be effective from 13/06/2024 and will end on 08/06/2025, subject to your completing the on boarding formalities. You are required to submit all the documents (as per the Mandatory Document Checklist) on 12/06/2024 failing which the Company reserves the right to withdraw this letter and/or cancel your apprenticeship. If this date is not suitable, please contact us immediately at pratik.nalkar@Concentrix.com to seek an alternative date on which to submit all required documents.

Please note that the apprenticeship will be withdrawn at the Onboarding date if you do not notify us of your acceptance or we are unable to agree to an alternate joining date.

- 1.4 On on-boarding / joining you shall report to HR Representative or any other person nominated by him/her.
- 1.5 Your Contract of Apprenticeship Training with the company shall at all times be subject to the receipt of satisfactory reference / verification checks, which may include criminal, financial and any other background checks as required by the Company based on its business requirements. The Company will terminate your contract in the event of an unsatisfactory background check. In the event of negative background verification, the company at its sole option, may allow you to provide justification / explanation for re-verification with supporting documents, in response to its show cause notice, so issued. In such event, you will be put on 'Leave without pay' from the date of issue of show cause notice until the revised findings are received for final closure of the case.
- 1.6 The Company may pay you such fixed amount/ stipend as it may so decide, during the period of your undergoing structured process/ product and other essential training sessions.
- 1.7 The Company may, at its sole discretion, also require you to undergo a drug test at any time. If such drug test indicates use of an illegal drug or a non-medically prescribed controlled substance and/or alcohol dependence, the Company reserves the right to take suitable action against you, including but not limited to termination of your contract.
- 1.8 You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and authorized by the Company to assign such duties and responsibilities.
- 1.9 The company will work 7 days a week, 24 hours a day. You will be required to work up to 48 hours a week and such other hours as may be reasonably required to complete your business duties. Your weekly off may not necessarily be for 2 days and not necessarily be on Sunday.



Signature of Candidate CNX/REC/ART/AGHR/APRLOI/2.5

Concentrix Services India Private Limited

Registered Address: 3rd Floor, Millennium Towers, ITPL Road, Brookefields, Bengaluru Karnataka – 560037. India

91 80 41096000

CIN: U99999KA1995PTC052040

info@concentrix.com · www.concentrix.com



- 1.10 Post completion of 'Apprenticeship Training', and subject to availability of suitable positions then, you may be given an opportunity to be hired on the rolls of the company either full / part time, which would be purely based on the merit and performance demonstrated by you during your training period and passing the selection process.
- 1.11 Your period of 'Apprenticeship Training' shall also be considered as continuous service, which might enable you to apply for IJP applications once your training period is completed and can be considered for promotions as deemed fit including on merit. This is subject to availability of positions available / IJP released at time of completion of your training. However, this specific period of training shall not be considered for any statutory grant / benefits as full / part time employee.
- 1.12 The position held by you is of a strictly confidential nature. You shall not disclose to any unauthorized person, either during or after your contract with the Company, any information about the interest or business of the Company or any affiliated Companies or any information pertaining to their clients and/or with the end consumers of our clients the information you may have acquired while on the contract of the Company.
- 1.13 You shall not communicate to public papers, journals, pamphlets or leaflets, any information or documents, official or otherwise relating to the Company except with the prior approval of the Company.
- 1.14 All Company Assets such as including but not limited to Laptop, ID Badge, Corporate Credit Card, Headsets and Adaptor etc. needs to be returned on or before Last Day of Employment (LDE). The employee must return the above mentioned and applicable Company assets upon demand. The employee must abide by the clauses of Undertaking Cum Declaration signed by him at the time of issuance of the Company assets. In case, employee does not return any Company asset before LDE, the Company shall be entitled to injunctive relief and to specific enforcement of the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity.
- 1.15 Upon termination of the contract from the Company, you shall return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.
- 1.16 You will abide by the information security policy of the company and all the rules and regulations contained therein.
- 1.17 Information pertaining to the Company's operations shall remain confidential and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc. shall be executed by you.
- 1.18 During the period of your contract you may come across a lot of information related to the clients that the Company deals with and/or with the end consumers of our clients; any such information is strictly confidential and you shall not disclose it to any unauthorized person.
- 1.19 The Company expects you to respect all matters, which are Intellectual Property Rights of your current employer, and strongly discourages you to bring into the organization, manuals, documents, papers, memos, and files etc., which are classified.





- 1.20 All communication between yourself and the Company shall deemed to have been effectively served if delivered to you personally or sent to the current residential address already mentioned here in the letter. You shall inform the Company about any change in the residential address in writing within 3 working days and get the acknowledgement. In the event of failure on the employee's part to discharge this obligation, the service of any communication shall be deemed to be complete and effective on the address mentioned herein.
- 1.21 All benefits including leaves in your case shall be govern as per applicable Apprentices Act, 1961 and the Apprenticeship Rules, 1992. Beyond this, it would be complete discretion of the management of company.
- 1.22 You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- 1.23 Any and all the terms and conditions of service may be modified or changed at the Company's discretion. Please sign the copy of this letter and return it to us as an indication of your interest in joining us on the given date. Please note that your Apprenticeship contract stands confirmed only after you complete your joining formalities on the reporting date.

The terms of this letter are strictly confidential between you and the Company.

Yours sincerely,

Signature Not Verified

Digitally signed by DS CONCENTRIX SERVICES INDIA PRIVATE LIMITED 3 Date: 2024.06.11 14:42:12 +05:30 Reason: Concentrix Hiring Location: Pune

Authorized Signatory (Please Sign above)

I agree to accept the contract of apprenticeship on the above-mentioned terms and conditions. I will report for duty on 13/06/2024

| Candidate Name | : Snehal Devendra Hosamani |
|-----------------------|----------------------------|
| Candidate's Signature | : |
| Date | r |





Registered Office No. 14, Rajiv Gandhi Infotech Park, Hinjawadi Phase-III, MIDC-SEZ, Village Man, Taluka Mulshi,Pune - 411057, Maharastra, India. CIN: U85110PN1993PLC145950
E: cgcompanysecretary.in@Capgem-ini.com www.capgemini.com/in-en

EMPLOYMENT OFFER LETTER

Capgemini Ref: 508501/41777,

08/11/2024 Preeti Mohan Sharma

Bhatauli Nawadih Dehri India.

Confidential

Dear Preeti Mohan Sharma,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with Capgemini Technology Services India Limited ('Capgemini' or 'Company') starting from 08/13/2024 (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 Associate / A3.
- B) You will be required to work at the Company's offices in Mumbai.
- C) You have to report by 9:00 A.M. at Mumbai office to complete your on-boarding and joining formalities. In this regard, you may contact security at the main gate for your entry

Address: Capgemini Technology Services India Limited, CAPGEMINI Knowledge Park (SEZ), IT 3 / IT 4, Airoli Knowledge Park, Thane-Belapur Road, Airoli, Navi Mumbai - 400708, Maharashtra

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

D) Your all-inclusive annual target compensation (on a cost to company basis) will be ₹300,004.00/- (Rupees Three Lakh Four Only) which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

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



Software Associate

Total Cost to Company (CTC).

₹300,004.00

| Monthly Components | Per Month | Annualized |
|--|------------|-------------|
| Basic | ₹16,876.00 | ₹202,512.00 |
| House Rent Allowance | ₹844.00 | ₹10,128.00 |
| Advance Statutory Bonus | ₹3,375.00 | ₹40,500.00 |
| Gross monthly salary | ₹21,095.00 | ₹253,140.00 |
| Statutory payments ++ | | |
| Capgemini's contribution to PF * | ₹2,026.00 | ₹24,312.00 |
| Gratuity (accrual only) | | ₹9,744.00 |
| Total Fixed Compensation | | ₹287,184.00 |
| Total Cash Compensation | | ₹287,184.00 |
| Benefits | | |
| Medical, Accident & Life Insurance Premium | | ₹12,820.00 |
| Total Cost to Company | | ₹300,004.00 |



Note:

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

- E) The following elements are included in the compensation package stated above:
 - 1. Provident Fund- You will be covered under the Employees' Provident Funds and Miscellaneous Provisions Act,1952 and the Schemes framed thereunder. Under the provisions of the above mentioned Act, You and the Company will contribute towards PF as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above mentioned compensation

Note: In the event you are not citizen of India, International Worker (IW) or Overseas Citizen of India (OCI), your PF contribution as mentioned above shall be remitted as stipulated by the Government of India from time-to-time.

2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972

NOTE:

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



- F) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:
 - 1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
 - 2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
 - 3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
 - 4. <u>Transport Facility</u>- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
 - 5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.
- If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.
- G) You shall be eligible for following additional one-time payouts:
 - Special Incentive: You shall be eligible for one-time incentive of ₹25,000.00/- (Rupees Twenty Five Thousand Only) post completion of one year of service from your date of joining with the Company. This payment will be made to you in the subsequent payroll cycle post completion of one year and will fully taxable. However, in the event that you are not an active employee of the Company (i.e. terminated or you resign from employment or for any other reason) post completion of one year but before the disbursement of one-time incentive, you shall not be entitled for this onetime incentive paid.

H) Probationary Period::

- 1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
- 2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.
- I) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.
- J) Conditions of hire:
 - 1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty -five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suit s or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. If you are a IW / OCI your employment with the Company is subject and coterminous to valid employment VISA/ employment permit as applicable (conditions, tenure and other terms as may be applicable) for the purpose of employment during your term of employment with the Company. You are required to fulfil all the compliance pertaining to the same including but not limited to the compliances with FRRO and intimate the Company within 2 working days.
 - j. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 10/12/2024 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.



b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

- k. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
- You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
- 2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.
- K) Your employment with the Company will also be governed by the terms and conditions of employment contained in Exhibit 1 attached hereto.

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

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

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

For Capgemini Technology Services India Limited

Salil Mathew

Head - Talent Acquisition

Acceptance

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

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

Signature:

Name: Preeti Mohan Sharma



Date: 08/11/2024

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

- 1.1 Capgemini Technology Services India Limited ("Capgemini" or "Company") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.
- 1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:
 - a) one location to another; or
 - b) one team/department/account/function/Business Unit to another; or
 - c) one project/job to another; or
 - d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.
- 1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

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

3. COMPENSATION:

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

4. TRAINING:

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

5. COVENANTS AND REPRESENTATIONS:

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



- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliate.

- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.
- 5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.
- 5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.
- 5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.
- 5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.
- 5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.
- 5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.
- 5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).
- 5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.
- 5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.
- 5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.
- 5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific



prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/ audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

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

6. CONFIDENTIALITY:

- 6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.
- 6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.
- 6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.
- 6.4 You agree and confirm that, you will, at all times:
 - a. maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
 - b. not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.



- c. treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d. prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e. not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f. not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).

- g. not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h. neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i. not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.
- 6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.
- 6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:
 - a. was in your possession before receiving the same from the Company pursuant to this Letter.
 - b. is or becomes a matter of public knowledge through no fault of yours; or
 - c. is rightfully received by you from a third party without a duty of confidentiality.
- 6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.
- 6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.
- 6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.
- 6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.
- 6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

- 7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.
- 7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation



of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

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

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate, such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).
- 7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).
- 7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.
- 7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively 'Moral Rights'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.
- 7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.
- 7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.
- 7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

- 8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.
- 8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.
- 8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.



- 8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.
- 8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop,laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

- a) Retirement
 - (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.
- b) Notice Period/Termination
 - (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.
 - Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.
 - (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
 - (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labor laws and/or in the Company policies.
 - (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
 - (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.
 - c) Effects of Cessation of Employment
 - (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
 - (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
 - (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

- 10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.
- 10.2 The Company's liability arising out of or in connection with this Latter whether based in contract, tort (including negligence and strict liability) or otherwise, shall not



exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

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

11. MISCELLANEOUS:

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

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

- 11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.
- 11.3 <u>Publicity</u>: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.
- 11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.
- 11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so asto preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.
- 11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.
- 11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.
- 11.8 <u>Dispute Resolution/Governing Law:</u> The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.
- 11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.



CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

| I, | residing at , do hereby provide my |
|------------|--|
| SEZ, Villa | onsent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – ge Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning ean and include its successors, nominees, assigns and administrators) as follows: |
| 1. | That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to: |
| | a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment, b) payroll processing agencies for processing my payroll (including reimbursement claims), c) law enforcement agencies, |
| | d) to comply with a judicial/quasi-judicial order, e) auditor (including internal auditors, statutory auditors or Capgemini clients or their auditor) for the purpose of audit, f) insurance companies for the purpose of group insurance, personal accident insurance etc. |
| | g) service providers providing services for biometric access to office premises for monitoring attendance, h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc. |
| 2. | Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with: |
| | a) affiliates of the Company for administrative purposes and/or audit;b) clients/prospects in relation to any staff augmentation assignments. |
| 3. | That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter. |
| 4. | That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby. |
| 5. | I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever. |
| 6. | I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change. |
| 7. | I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet. |
| This co | onsent letter shall come into force immediately upon its execution by me. |
| Name: | EN FOR POR OF PERSONS ASSESSMENT OF THE PERSON OF THE PERS |

Signature:

ANNEXURE I (A)

Joining Documents

Please carry two set of photocopies along with the original documents for verification as mentioned below:

I. Academic qualification (Highest qualification as applicable):

- Highest Academic Qualification all semester marksheet and certificates
- Provisional Certificate OR Convocation OR Degree certificate.
- If Applicable- Diploma/ Completion Certification(s) for specialized courses

II. Employment experience related documents(As applicable):

a. Current Employer

(Document mandatorily containing: Emp ID, Designation, Start Date of Employment, End Date of Employment)

- Resignation acceptance letter OR Email confirmation from the HR (official domain) OR Relieving Letter AND Experience Certificate
- Pay slips for last 3 months
- b. Previous Employer(s)
 - Experience Certificate AND / OR Relieving certificate of all employments (ensure the above document specifies start date and end date of your employment (s)

III. Mandatory Documents

- UAN card copy with KYC as "YES" (not required for freshers)
- E-Aadhar card copy
- Passport size photograph 4 copies (white background)

IV. Proof of Identity (Any two):

- PAN Card (Mandatory)
- Valid Passport All pages
- Driving License
- Voter's Id



ANNEXURE I (B)

Background Verification

Reference terms:

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

- Education Credentials (Bachelor's Degree/Post Graduate Degree etc. whichever is higher)
- Professional Experience & Employment(s) Credentials.
- Database
- Court Record (as applicable)

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

Please ensure that the following steps are followed to initiate the process and submit the necessary documents whenever the insufficiency is intimated to avoid delay in onboarding and completion of BGV.

** You are required to submit all the documents at the earliest from receiving this Offer and the NES failing to which offer will be revoked ***

Fill the standard application form by clicking the New Employee Wizard (NES) link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days, please get in touch with your recruiter immediately. Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload the scanned copy of these documents on to the New Employee Wizard link.

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

Please note, should you provide any other additional document than the aforesaid, the Company shall not be held responsible for the same

- * On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers for last 5 years of employment as applicable
- * These letters should clearly mention your date of joining & last working day with your previous employers

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to upload the original experience/relieving letter in the Background verification Application (Link available on E-mail) not later than 45 days of your joining***

* Campus Hire: For current year pass outs, mandate documents (Final year marksheet/consolidated marksheet and Provisional certificate) to be shared within 60 days of joining Capgemini.

Court Verification Forms

* Court Record form

Note:

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

All the above forms will be shared with our empaneled BGV vendors. As part of the verification process, you may be requested to support with verification which could include police and court checks. The forms are further submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence for verification; alternatively, they may also call you or ask you to visit the nearby Police Station.

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

Important points to note:

- * In an event you fail to upload the required pending documents in the BGV tool within 7 Calendar days / within 3 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.
- * You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini may take disciplinary action which inter alia includes termination from service without notice.
- ***In case your last employer does not provide experience letter, the relieving letter is accepted as an alternate document. Please ensure that the relieving letter has last working



day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process. In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards, Team HR

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Verizon Data Services India Pvt. Ltd.

Regd. & Corp. Office: 8th Floor, Citius Block - B, Olympia Technology Park Plot No. 1, SIDCO Industrial Estate Guindy, CHENNAI - 600 032. INDIA Tel: (91 44) 4394 5000 Fax: (91 44) 4394 4000 www.verizon.com

CIN: U72300TN2001PTC046551

18 July 2024

Siddhika R Dhore (Siddhika)

19/1 Siddlingeshwara nilaya, Halbhavi Road Kanaka Nagar Shahapur Karnataka 585223 India

Dear Siddhika R.

We are very excited to formally offer you the position of **Junior Engr-Software Devt** in Hyderabad for Verizon Data Services India Private Limited (the "Company") beginning on **29 July 2024**. The purpose of this letter is to set out the terms and conditions of your employment and to document your acceptance of these terms. For the avoidance of doubt, these terms of employment shall replace and supersede any other previous terms of employment between you and the Company or any of its affiliates including but not limited to your position in India.

Employment Status

You will be on probation for an initial period of six (6) months, which the Company may extend in its sole discretion. During your probationary period, the Company can dispense with your services at any time by giving thirty (30) days' notice or payment of salary in lieu thereof.

Compensation

Your compensation is as set forth in ANNEXURE I. This compensation shall be paid to you in accordance with the Company's normal payroll practices. You are expected to keep your compensation information confidential. All amounts payable to you by the Company pursuant to your employment shall be subject to requisite tax and other statutory deductions in accordance with applicable laws.

Leave and Benefits Plan

You will be eligible for leave and benefits as per Company policy.

Indian Statutory Schemes

You will be covered under the Employees Provident Fund Scheme from your date of joining the Company. In addition, at the time of separation from service, you may be entitled to gratuity under the Payment of Gratuity Act, 1972 and the Company's policies.



Compliance Documents and Personnel Policies

At our company, our reputation is a critical asset. Each and every one of us must focus on making it a point of pride. Our Code of Conduct clearly outlines our roles and responsibilities as employees and members of the Verizon community, and provides guidance on our daily decisions that affect the welfare of the Company. It is part of our culture, part of the way we do business. If you decide to accept our offer of employment, please read the Code in advance of your first day of employment; it is available via Verizon's external web site at: http://www.verizon.com/about/our-company/code-conduct Upon commencement of your employment, you will be required to complete a series of New Employee Forms, which will include a certification that you have read, understand and will abide by the Code in the course of your employment.

In addition, the Business and Scientific Information and Security Agreement (see Schedule 2) will apply during your employment. Moreover, your duties may require you to travel to and from . You may also be required to spend days away from depending on the requirements of your position. You should make yourself familiar with our travel and expense reimbursement policy.

Finally, Company personnel policies and practices will apply to situations not specifically addressed in this letter. The Company may, at its sole discretion, change these from time to time.

Data Privacy

Throughout the course of your employment with the Company, the Company needs to collect personal information including Sensitive Personal Information from you and about you and share this with its affiliates and third parties acting on behalf of the Company. This information permits the Company to handle any matters or issues arising out of or in connection with your employment. Schedule 3 sets out the way in which the Company will collect, use and process your personal information including Sensitive Personal Information. Please review and consent to the collection, processing and sharing of your personal information.

Confidentiality

Your employment is subject to you signing the Confidentiality and Non-Solicitation Agreement which is provided as Schedule 4. The Confidentiality and Non-Solicitation agreement should be initialed by yourself on each page, and signed and witnessed on the bottom of the last page.

Use of Company Systems

All messages composed, sent, stored or received on or using the electronic communications system of the Company are and will remain the property of the Company. The Company reserves the right to access, inspect, review and monitor, at any time and without notice, your use of any of the Company's communication systems and/or any equipment.

Separation from Service

The Company may terminate your employment at any time, without notice or payment in lieu of notice, for cause including but not limited to: (a) inattention or negligence in the performance of your duties and obligations; (b) breach of the terms and conditions of this letter; or (c) any other action or inaction on your part that would constitute adequate cause for termination pursuant to any policy of the Company or any applicable law.

You may voluntarily resign from employment with the Company at any time on giving a prior written notice of two (2) months to the Company. The Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice. Any resignation must be accepted by the Company to become effective. Once accepted, you cannot withdraw the resignation unless specifically approved in writing by the Company.

The Company may terminate this agreement at any time for any reason whatsoever by giving you two (2) months' notice in writing or payment of your salary in lieu thereof. You agree and accept that any statutory or other "last in first out" rule or any modifications thereof shall not apply in the event of the termination of this agreement for any reason whatsoever.

The Company's mandatory retirement age is set forth in its policies.

Transfer/Deputation/Secondment

It is expressly understood that your services are transferable to any of our affiliated companies in India or abroad, at the sole discretion of the Company. You may also be deputed/seconded to any of our affiliated companies, clients or customers at the sole discretion of the Company.

Prohibition of External Employment

In addition to any restrictions set forth in the Code of Conduct, you may not, without the prior written permission of the Company, directly or indirectly undertake any external employment, work or public office, or render advisory or other services (paid or otherwise) to an external business enterprise.

Deductions

You agree and acknowledge that the Company may, subject to applicable laws, at any time during the term of employment or at your separation from employment, deduct from your salary, or final settlement, any amounts owed by you to the Company or any costs incurred by the Company due to any damage or loss to Company property or assets caused by you.

Miscellaneous

This letter shall be governed and interpreted according to the laws of India. The courts at Chennai shall have the exclusive jurisdiction to entertain any dispute, controversy, claim or breach arising out of or in relation to this employment agreement. Amendments to, or waivers of, the terms of letter must be in a writing executed by you and the Company. If any provision of this letter is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms and conditions will remain in full force and effect. Any invalid or unenforceable provision of this letter will be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision. No delay, failure or omission by the Company to exercise any of its powers, rights or remedies under this letter will waive any of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. This letter and its schedules constitute the entire understanding relating to terms of employment between you and the Company and supersedes all prior offers, agreements, statements or representations, written or oral, between you and the Company.

We welcome you to the Verizon family. We are confident that your skills and experience will be a significant asset in meeting the challenges that are ahead, and we look forward to sharing your successes. Please return a copy of this letter and the attached Schedules after they are signed. You will receive duplicate copies on returning them to us.

Yours faithfully,

For Verizon Data Services India Private Limited

Samir Singh

Director- Talent Acquisition



| Signature of employee: | |
|---|-------|
| Printed Name: Siddhika R Dhore (Siddhika) | Date: |

Please return this letter and the Schedules by 21 July 2024 to our VZ India NEST team via email at vzindia-nest@verizon.com

If we do not receive these by 21 July 2024, this offer will expire.





ANNEXURE I SALARY STRUCTURE

Name: Siddhika R Dhore

Designation: Junior Engr-Software Devt

| OMPONENTS | ANNUAL | MONTHLY |
|---|-------------|------------|
| BASIC SALARY | ₹160,000.00 | ₹13,333.33 |
| HOUSE RENT ALLOWANCE | ₹80,000.00 | ₹6,666.67 |
| STATUTORY BONUS* | ₹26,400 | ₹2,200 |
| FLEXI BENEFIT PLAN# | ₹133,104.00 | ₹11,092.00 |
| GROSS SALARY | ₹373,104.00 | ₹31,092.00 |
| PROVIDENT FUND | ₹19,200.00 | ₹1,600.00 |
| GRATUITY | ₹7,696.00 | ₹641.33 |
| COST TO COMPANY | ₹400,000.00 | ₹33,333.33 |
| VERIZON INCENTIVE PAY AS PER POLICY : TARGET RANGE 0 -5% OF CTC** | ₹20,000.00 | |
| TOTAL REWARDS | ₹420,000.00 | |

^{*} Statutory bonus is payable to the employees under the provisions of the Payment of Bonus Act, 1965,. If the 'Basic' component moves above INR 21,000 per month you will cease to receive this amount and the same will be added as part of the Special Allowance in your salary.

Employees can allocate their "Flexi Benefit Plan" amount under four (4) heads of reimbursements, viz., Meal card, Broadband/Telephone, Leave Travel Allowance and Vehicle Reimbursements subject to eligibility thresholds applicable to their job bands ("Reimbursements"). Unallocated or remaining "Flexi Benefit Plan" amount will be paid as Special Allowance on a monthly basis. Unclaimed Reimbursements will be paid to the individual as an allowance at the end of the financial year subject to applicable tax. For more details on eligibility and limits, please refer the Compensation Policy on About you.

Note: Employees can submit bills up to INR 45,000 for reimbursement for Broadband/Telephone, up to INR 50,000 for Leave Travel, up to INR 28,800 for Vehicle reimbursement.

Yours faithfully, For Verizon Data Services India Private Limited

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Samir Singh Director- Talent Acquisition

^{**} Verizon Incentive Pay is purely based on individual and organizational performance and at the discretion of the management. This component is non-negotiable.



Schedule 2

BUSINESS AND SCIENTIFIC INFORMATION AND SECURITY AGREEMENT

I, the undersigned, in consideration of my employment by the Company (as hereinafter defined), and for the compensation paid to me, and for the opportunity given to me to become acquainted with the Company's business, trade secrets, and proprietary information, hereby agree as follows:

- 1. The following Terms shall have the following meanings within the context of this Business and Scientific Information and Security Agreement ("Agreement"):
 - a. The "Company" means Verizon Data Services India Private Limited or a parent or a subsidiary, directly or indirectly, controlling or controlled thereby, and their successors, assignees, or designees.
 - b."Creative Property" means all inventions, trademarks, concepts, discoveries, developments, creations, and ideas. Such Creative Property shall include, but not be limited to, all processes, training materials, machines, manufactures, compounds, compositions of matter, computer software, computer firmware, improvements thereto and know-how related thereto, whether patentable or not.
 - c."Writings" means the tangible expression, in any form, of information relating in any manner to the research, development, sales, marketing, training, manufacturing, or other business activities of the Company. Such Writings shall include, but not be limited to, blue-prints, designs, diagrams, documents, notes, notebooks, flow charts, specifications, manuals, reports, photographs, photomasks, training materials, computer software, and computer firmware.
- 2. I agree that all Creative Property made or conceived by me, either alone or together with others, while I am an employee of the Company shall be the sole and exclusive property of the Company. However, the Company shall not acquire any rights to any invention developed by me either alone or together with others, that did not involve the use of any trade secret, proprietary information, equipment, supplies, or facilities of the Company, and that occurred entirely on my own time, or our own time in the case of joint inventions. The exceptions to this latter rule are if:
 - a. the invention relates directly to the business of the Company, or to the Company's actual or demonstrably anticipated research or development, or
 - b. the invention results from or is based upon any work performed by me or my joint inventor(s) for the Company.
- 3. I agree that all Writing prepared by me either alone or together with others while I am an employee of the Company, including all rights therein, shall be the sole and exclusive property of the Company. I agree to hold all Writings in confidence until and unless the Company has otherwise released me, in writing, from that obligation.
- 4. I hereby irrevocably assign, grant, transfer and convey absolutely and forever to and for the benefit of the Company, all my right, title and interest in the whole of my rights whether now or hereafter created, throughout the universe, in any and all Creative Property and Writings that are the property of the Company pursuant to paragraph 2.0 or paragraph 3.0. Upon the execution of this Agreement, the Company shall become the sole and absolute owners of all the rights in any and all Creative Property and Writings conceived or made by me while I am an employee of the Company within the scope of paragraph 2.0 or paragraph 3.0 of this Agreement. To the extent I am otherwise deemed to be the owner or licensee of any intellectual property embedded in or utilized by any Creative Property or Writings that I create during my employment by the Company, I hereby assign (or license if I am a licensee) to the Company all worldwide rights in such intellectual property necessary or appropriate for the full and exclusive enjoyment and commercial exploitation by the Company of such Creative Property or Writings.
- 5. I agree that notwithstanding the provisions of Section 19(4) of the Indian Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if the Company does not



exercise the rights under the assignment within a period of one year from the date of assignment. I further acknowledge and agree that I will waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Indian Copyright Act, 1957. I also agree to assist and cooperate with the Company in perfecting the Company's rights in the Creative Property or Writings.

- 6. I agree that during and after my employment with the Company I will promptly review, sign and return all papers to the Company or its designated representatives which, in the discretion of the Company are required:
 - a. to obtain for the Company all rights in Creative Property and Writings, including all patent rights and copyrights, or
 - b. to maintain or uphold any rights of the Company in all Creative Property and Writings. I further agree to give such other assistance as the Company may need (but at the Company's expense) in any proceeding in any country.
- 7. I agree that during and after my employment with the Company I will disclose in writing to the Company or its designated representatives all Creative Property and Writings made, conceived, or produced by me either alone or together with others while an employee of the Company. This obligation shall exist as to any Creative Property and Writings whether or not I believe it would become property of the Company under any provision of this Agreement.
- 8. I agree that all writings, materials, or devices containing trade secrets or proprietary information, whether produced for the Company by me or others, which I acquire or gain access to as a result of my employment with the Company shall be the sole and exclusive property of the Company. These include computer programs, documentation, testing materials, internal company communications, design information, interface information, passwords and other information used to access company or customer systems or data, as well as information concerning the company's networks, customers, or vendors. ("Proprietary Information"). I further agree that in the event of the separation of my employment by me or by the Company for any reason, I will promptly deliver to the Company all such Proprietary Information, and I will not take with me any such Writings, materials or devices or any copies thereof.
- 9. I agree that by signing this Agreement the Company does not wish to acquire, or require me to use in the performance of my responsibilities at the Company, any trade secrets or proprietary information of which I had knowledge before becoming an employee of the Company. I agree not to reveal such trade secrets and other proprietary information to the Company or any of its representatives. I also agree not to use such trade secrets and other proprietary information in the course of the performance of my work for the Company.
- 10. I agree that while I am an employee of the Company, I will not knowingly or intentionally violate the valid provisions of any software license agreement or confidentiality agreement entered into with a third party either by me or by the Company, such as by making unauthorized copies of software of the third party which is acquired by or assigned to me for use, custody, or control. I also agree that I will not knowingly or intentionally violate any intellectual property rights of third parties, such as copyrights.
- 11. I agree that I will abide by any rules or instructions provided by the Company concerning the security of the Company's facilities, physical property and information as well as all rules and instructions provided by the Company with respect to the proper scope of work performed and data accessed by me under the Company's "Project Clearance" guidelines.
- 12. I agree that I will not use the Company's software, equipment or networks for non-business use, except as allowed under the Code of Conduct and I will abide by any instructions by the Company with respect to use of the Company's software, equipment or networks.
- 13. I agree that any portion of the Agreement which a court of competent jurisdiction determines to be void or unenforceable because it is against public policy or for any other reason, shall be disregarded and shall not affect any other provisions of the Agreement.



- 14. I further agree that the court, upon the request of the Company, may change and interpret any provision which would otherwise be void or unenforceable so that it will be valid and enforceable to the maximum extent permitted by law.
- 15. I agree that my heirs, executors, administrators, representatives, and assigns shall be legally bound by this Agreement.
- 16. I agree that this Agreement may not be amended except by a written document signed by me and an authorized officer of the Company.
- 17. I agree that any prior agreement which I made with the Company concerning the subject matter contained herein shall be replaced by this Agreement.
- 18. I represent to the Company that I am under no restriction or obligation, by contract or otherwise, which would preclude me from joining the Company.
- 19. I agree that for a period of twenty-four (24) months following my separation of employment contract for any reason from all Verizon Companies, I will not
 - · Personally engage in "Competitive Activities" (see definition below); or
 - Work for, own, manage, operate, control or participate in the ownership, management, operation or control of, or
 providing consulting or advisory services to, any individual, partnership, firm, corporation, or institution engaged in
 "Competitive Activities."

Competitive Activities means business activities relating to products or services of the same or similar type as the products or services which (i) are sold (or, pursuant to an existing business plan, will be sold) to paying customers of one or more Verizon Companies, and (ii) for which you had responsibility to plan, develop, manage, market or oversee, at any time within the twenty-four (24) months preceding your separation of employment for any reason from all Verizon Companies. Notwithstanding the previous sentence, a business activity will only be treated as a Competitive Activity if it occurs within the territory served by the Verizon Companies as of your date of separation.

I agree to the terms set forth in this Agreement.

| Signature of employee: | |
|---|-------|
| Printed Name: Siddhika R Dhore (Siddhika) | Date: |



Schedule 3

EMPLOYEE DATA PRIVACY AGREEMENT

Verizon Data Services India Private Limited (the " **Company**") may use your personal data including Sensitive Personal Information in the following ways, without limitation:

- 1. The Company maintains various personal information about each employee as well as some independent contractors (" Employee Data"), including home address, marital status, educational background, history with the Company, areas of expertise, salary, bonuses and other benefits.
- 2. Employee Data is used in furtherance of the employment or contractor relationship, to administer benefits, process the Company's payroll, to withhold taxes and administer other obligatory withholdings, and to comply with various reporting or disclosure obligations under applicable laws and regulations.
- 3. The Company stores Employee Data in controlled-access, centralized databases in the United States and in paper and electronic files located locally. The electronic databases are controlled by specially authorized administrative human resources staff only and can be accessed only by those authorized users. Such authorized users may be located inside or outside the United States. The Company places certain information, such as names, pictures, and business contact numbers, in internal company directories that are accessible by all employees of the Company. The Company reserves the right to store Employee Data in controlled-access, centralized databases outside the United States and in paper and electronic files located outside India.
- 4. As the Company is part of a global enterprise, comprised of a group of companies operating internationally, Employee Data will from time to time be transferred between affiliates of the Company to achieve the objectives described above and Employee Data may be accessed by Company employees outside the country in which it is collected. Likewise, as part of its normal operations, the Company will need to make some Employee Data available to auditors, outside professional advisors, and contractors (e.g., payroll processing contractors) under a duty of confidentiality ("Authorized Third Parties") to achieve the objectives described above. Although in each case most of the recipients of Employee Data will be located locally within the country in which the data is collected, others may be located in the United States or elsewhere. Such recipients may be located in countries that do not afford statutory protections for personal information equivalent to those within the country in which the data was collected. Nevertheless, the Company will, at all times, endeavor to protect Employee Data, regardless of whether it is used locally or transferred internationally to affiliates of the Company, or is in the hands of Authorized Third Parties. The Company will do this by putting place contractual limitations on Authorized Third Parties' rights to use the Employee Data disclosed to them and by use of commercially reasonable security measures.
- 5. Where relevant to the job function of the employee, the Company may also supply employee business contact information to customers of affiliates that are part of the Company.

In addition to information about yourself, you may also have provided the Company with information about your dependents, relatives and friends (" **Dependents** ") for health and other insurance policies and in connection with emergency contact details. By signing this form you confirm that those persons are aware that you have provided their data to the Company and furthermore that they consent to the Company storing and using their data for the purposes for which you provided it.

You have the right to periodically review, update and/or correct your Employee Data. Please see your Human Resources representative for further information and assistance. In addition, you should feel free to approach your Human Resources representatives if you have any further questions about your Employee Data.



Please affirm your consent to the Company's collection, processing, disclosure and transfer of your personal information including Sensitive Personal Information and that of your Dependents as described above by signing this form in the space provided below.

Thank you for assisting the Company in its efforts to work within the legal framework established by privacy legislation.

I consent to the Company's collection, processing, disclosure and transfer of my personal information and that of my Dependents as described above.

| Signature of employee: | |
|---|-------|
| Printed Name: Siddhika R Dhore (Siddhika) | Date: |



Schedule 4

CONFIDENTIALITY AND NONSOLICITATION AGREEMENT

In consideration of my employment by Verizon Data Services India Private Limited (the " **Company** "), and in consideration of the wages and/or commissions and benefits paid to me by the Company in connection with my employment, as a condition of my employment, wages and/or commissions, and benefits, I covenant and agree with the Company as follows:

- 1. Company Information. I agree that, for the purpose of this Agreement, the phrase "Confidential Company Information" shall mean information possessed by the Company and/or its other affiliates, successors or assigns (hereinafter referred to as "Verizon Group") and their business activities not generally known, which is used or is useful in the conduct of the Verizon Group business or which confers or tends to confer a competitive advantage over one who does not possess the information or know of the activities. Confidential Company Information includes but is not limited to the lists of the Verizon Group's existing and prospective customers, the type of equipment or its configuration used by the Verizon Group and the marketing and business plans of the Verizon Group, each and all as may exist from time to time. Confidential Company Information also includes information received by the Verizon Group from others which the Verizon Group has an obligation to treat as confidential. All other information which becomes known to me as a result of my employment, which the Verizon Group takes measures to protect, shall also be regarded as Confidential Company Information.
- 2. Non-Disclosure. I recognize and acknowledge that Confidential Company Information comprise valuable, special and unique assets of the Company's business. I will never, except as authorized by the Company in the performance of my duties, directly or indirectly, use or disclose any trade secret. During my employment by the Company and thereafter, I will not, except as authorized by the Company in the performance of my duties, directly or indirectly use or disclose to any person or entity any Confidential Company Information that I have or may acquire during my employment by the Company (whether or not developed or compiled by me and whether or not I have been authorized to have access to such Confidential Company Information). I will never take plans or specifications of Confidential Company Information, including equipment, software, types of configurations, list of the Verizon Group's customers, marketing and business plans or any part thereof to any person or entity for any reason or purpose whatsoever. Upon termination of my employment with the Company all records regarding any Confidential Company Information will be left with the Company.
- 3. Non-Solicitation. During my employment and for a period of twelve (12) months from and after the lawful termination of my employment, I will not, either directly or indirectly, separately or acting with or on behalf of others: (i) employ, solicit, persuade, or entice any Verizon Group managerial or technical employee to discontinue employment with the Verizon Group, to work for a competing enterprise; (ii) solicit the business of any Verizon Group customer, or any person or enterprise with which the Verizon Group has conducted business, supplied materials or performed services or whose business the Verizon Group had solicited during the 90 days prior to my termination, for the benefit of an enterprise competing with the Verizon Group and with which I or someone reporting to me was materially involved on behalf of the Verizon Group; or (iii) do business with or deal with any customer or person or entity for which the Verizon Group has done or solicited business during the ninety days prior to my termination for the benefit of any enterprise competing with the Verizon Group and with which I or someone reporting to me was materially involved on behalf of the Verizon Group.
- 4. Enforcement. In the event of a breach or threatened breach by me of the provisions of the Agreement, I agree that the Company shall be entitled to an injunction restraining me from disclosing, in whole or in part, Confidential Company Information (including, without limitation, trade secrets), and/or from rendering any services to any person or entity to whom such information, in whole or in part, has been threatened to be disclosed. I acknowledge and agree that the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified, as applicable. Nothing herein shall be construed to replace or affect other legal rights of the Company or as prohibiting the





Company from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages from me. I agree that should the Company prevail in such action, the Company will be entitled to recover from me its reasonable attorneys' fees and costs. If a court should refuse to enforce any covenant because of geographic area or scope extensiveness, I agree the court may revise the covenant to the extent necessary for enforcement. This Agreement shall not supersede or be in lieu of any other duty or agreement restricting activities reference herein or addressing rights or remedies of the Company, but shall be in addition to any such other duties or agreements.

- 5. <u>Employment.</u> I understand that this Agreement does not obligate the Company to employ me for any stated period of time. While employed, I agree not to be employed by, be a paid consultant to, or have any ownership interest exceeding one percent in, any business enterprise which is in direct competition with any of the Company's businesses.
- 6. Applicable Law. This Agreement shall be governed and interpreted according to the laws of India.
- 7. <u>Acknowledgement.</u> I hereby acknowledge and represent that I have fully read and understand this Agreement and that I consider all of the terms of my covenants and agreements set forth in this Agreement to be fair and reasonable and to be necessary to protect the Company's ongoing interests.

I agree to the terms set forth in this Agreement.

| Signature of employee: | | |
|---|-------|--|
| Printed Name: Siddhika R Dhore (Siddhika) | Date: | |
| | | |
| | | |
| | | |

Issue Date: 16-Jul-2024

Effective Date: 29-Jul-2024

M. Tech Program Form

As part of Verizon's educational assistance program, Verizon agrees to advance educational assistance for you to attend M.Tech ("Program") at BITS PILANI. The following details are required to be filled by the candidate to enroll for the Program:

| Name | Siddhika R Dhore | | Date of Joining | 29 July 2024 |
|-------------------------|----------------------|--------------------------------|-----------------|--------------|
| Job Title | Junior Engr-Software | e Devt | | |
| | | | | |
| Name of the program and | | M.Tech Program at BITS, PILANI | | |
| 1 | | | | |





| Institute | |
|---------------------|------------|
| Cost of the Program | At Actuals |
| | |

Verizon agrees to pay the course fee towards the Program directly to the institution.

The candidate agrees that this Program is mandatory and not optional.

The candidate agrees and undertakes that sponsorship from Verizon is not an obligation and is discretionary. Therefore, the candidate is required to be with Verizon during the period of the course and for 1 (One) year thereafter ("Term") for the Company to benefit from the program. During this period the employee shall not be in the employment of a non-Verizon group Company.

If the candidate voluntarily terminates the employment with Verizon or if the employment is terminated by the Company for reasons during the Term, the candidate shall refund the entire cost of the program provided above.

• The Program will immediately Cease if the employment is terminated by Verizon for any reason. If the candidate is unable to complete this Program for reasons such as self-illness, the Company may, at its own discretion forgo the amount incurred upon submission of valid records satisfactory to the Company.

Candidate shall not be eligible for any other Tuition Assistance programs/Get certified programs until completion of this Program.

Issue Date: 16-Jul-2024

Effective Date: 29-Jul-2024

I have read and understood the Program in detail and wish to enroll for the same. I further authorize the company to recover the entire amount from me is I fail to adhere to the terms and for the reasons stated above. I understand and agree that this forms an integral part of the employment agreement.

| Name of the Employee | Signature | Date |
|----------------------|-----------|------|





Verizon Data Services India Pvt. Ltd.

Regd. & Corp. Office: 8th Floor, Citius Block - B, Olympia Technology Park Plot No. 1, SIDCO Industrial Estate Guindy, CHENNAI - 600 032. INDIA Tel: (91 44) 4394 5000 Fax: (91 44) 4394 4000 www.verizon.com

CIN: U72300TN2001PTC046551

19 July 2024

Sonali Dattatray Gurav (Sonali)

Roze Garden Housing Society,Khandvenagar,Wagholi,Pune Wagholi ,Pune Pune Maharashtra 412207 India

Dear Sonali Dattatray,

We are very excited to formally offer you the position of **Junior Engr-Software Devt** in Hyderabad for Verizon Data Services India Private Limited (the "Company") beginning on **29 July 2024**. The purpose of this letter is to set out the terms and conditions of your employment and to document your acceptance of these terms. For the avoidance of doubt, these terms of employment shall replace and supersede any other previous terms of employment between you and the Company or any of its affiliates including but not limited to your position in India.

Employment Status

You will be on probation for an initial period of six (6) months, which the Company may extend in its sole discretion. During your probationary period, the Company can dispense with your services at any time by giving thirty (30) days' notice or payment of salary in lieu thereof.

Compensation

Your compensation is as set forth in ANNEXURE I. This compensation shall be paid to you in accordance with the Company's normal payroll practices. You are expected to keep your compensation information confidential. All amounts payable to you by the Company pursuant to your employment shall be subject to requisite tax and other statutory deductions in accordance with applicable laws.

Leave and Benefits Plan

You will be eligible for leave and benefits as per Company policy.

Indian Statutory Schemes

You will be covered under the Employees Provident Fund Scheme from your date of joining the Company. In addition, at the time of separation from service, you may be entitled to gratuity under the Payment of Gratuity Act, 1972 and the Company's policies.



Compliance Documents and Personnel Policies

At our company, our reputation is a critical asset. Each and every one of us must focus on making it a point of pride. Our Code of Conduct clearly outlines our roles and responsibilities as employees and members of the Verizon community, and provides guidance on our daily decisions that affect the welfare of the Company. It is part of our culture, part of the way we do business. If you decide to accept our offer of employment, please read the Code in advance of your first day of employment; it is available via Verizon's external web site at: http://www.verizon.com/about/our-company/code-conduct Upon commencement of your employment, you will be required to complete a series of New Employee Forms, which will include a certification that you have read, understand and will abide by the Code in the course of your employment.

In addition, the Business and Scientific Information and Security Agreement (see Schedule 2) will apply during your employment. Moreover, your duties may require you to travel to and from . You may also be required to spend days away from depending on the requirements of your position. You should make yourself familiar with our travel and expense reimbursement policy.

Finally, Company personnel policies and practices will apply to situations not specifically addressed in this letter. The Company may, at its sole discretion, change these from time to time.

Data Privacy

Throughout the course of your employment with the Company, the Company needs to collect personal information including Sensitive Personal Information from you and about you and share this with its affiliates and third parties acting on behalf of the Company. This information permits the Company to handle any matters or issues arising out of or in connection with your employment. Schedule 3 sets out the way in which the Company will collect, use and process your personal information including Sensitive Personal Information. Please review and consent to the collection, processing and sharing of your personal information.

Confidentiality

Your employment is subject to you signing the Confidentiality and Non-Solicitation Agreement which is provided as Schedule 4. The Confidentiality and Non-Solicitation agreement should be initialed by yourself on each page, and signed and witnessed on the bottom of the last page.

Use of Company Systems

All messages composed, sent, stored or received on or using the electronic communications system of the Company are and will remain the property of the Company. The Company reserves the right to access, inspect, review and monitor, at any time and without notice, your use of any of the Company's communication systems and/or any equipment.

Separation from Service

The Company may terminate your employment at any time, without notice or payment in lieu of notice, for cause including but not limited to: (a) inattention or negligence in the performance of your duties and obligations; (b) breach of the terms and conditions of this letter; or (c) any other action or inaction on your part that would constitute adequate cause for termination pursuant to any policy of the Company or any applicable law.

You may voluntarily resign from employment with the Company at any time on giving a prior written notice of two (2) months to the Company. The Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice. Any resignation must be accepted by the Company to become effective. Once accepted, you cannot withdraw the resignation unless specifically approved in writing by the Company.



The Company may terminate this agreement at any time for any reason whatsoever by giving you two (2) months' notice in writing or payment of your salary in lieu thereof. You agree and accept that any statutory or other "last in first out" rule or any modifications thereof shall not apply in the event of the termination of this agreement for any reason whatsoever.

The Company's mandatory retirement age is set forth in its policies.

Transfer/Deputation/Secondment

It is expressly understood that your services are transferable to any of our affiliated companies in India or abroad, at the sole discretion of the Company. You may also be deputed/seconded to any of our affiliated companies, clients or customers at the sole discretion of the Company.

Prohibition of External Employment

In addition to any restrictions set forth in the Code of Conduct, you may not, without the prior written permission of the Company, directly or indirectly undertake any external employment, work or public office, or render advisory or other services (paid or otherwise) to an external business enterprise.

Deductions

You agree and acknowledge that the Company may, subject to applicable laws, at any time during the term of employment or at your separation from employment, deduct from your salary, or final settlement, any amounts owed by you to the Company or any costs incurred by the Company due to any damage or loss to Company property or assets caused by you.

Miscellaneous

This letter shall be governed and interpreted according to the laws of India. The courts at Chennai shall have the exclusive jurisdiction to entertain any dispute, controversy, claim or breach arising out of or in relation to this employment agreement. Amendments to, or waivers of, the terms of letter must be in a writing executed by you and the Company. If any provision of this letter is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms and conditions will remain in full force and effect. Any invalid or unenforceable provision of this letter will be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision. No delay, failure or omission by the Company to exercise any of its powers, rights or remedies under this letter will waive any of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. This letter and its schedules constitute the entire understanding relating to terms of employment between you and the Company and supersedes all prior offers, agreements, statements or representations, written or oral, between you and the Company.

We welcome you to the Verizon family. We are confident that your skills and experience will be a significant asset in meeting the challenges that are ahead, and we look forward to sharing your successes. Please return a copy of this letter and the attached Schedules after they are signed. You will receive duplicate copies on returning them to us.

Yours faithfully,

For Verizon Data Services India Private Limited

Samir Singh

Director- Talent Acquisition





| I agree to the terms | of employment s | set forth in this letter. |
|----------------------|-----------------|---------------------------|
|----------------------|-----------------|---------------------------|

| Signature of employee: | |
|---|-------|
| Printed Name: Sonali Dattatray Gurav (Sonali) | Date: |

Please return this letter and the Schedules by 22 July 2024 to our VZ India NEST team via email at vzindia-nest@verizon.com

If we do not receive these by 22 July 2024, this offer will expire.





ANNEXURE I SALARY STRUCTURE

Name: Sonali Dattatray Gurav

Designation: Junior Engr-Software Devt

| OMPONENTS | ANNUAL | MONTHLY |
|---|-------------|------------|
| BASIC SALARY | ₹160,000.00 | ₹13,333.33 |
| HOUSE RENT ALLOWANCE | ₹80,000.00 | ₹6,666.67 |
| STATUTORY BONUS* | ₹26,400 | ₹2,200 |
| FLEXI BENEFIT PLAN# | ₹133,104.00 | ₹11,092.00 |
| GROSS SALARY | ₹373,104.00 | ₹31,092.00 |
| PROVIDENT FUND | ₹19,200.00 | ₹1,600.00 |
| GRATUITY | ₹7,696.00 | ₹641.33 |
| COST TO COMPANY | ₹400,000.00 | ₹33,333.33 |
| VERIZON INCENTIVE PAY AS PER POLICY : TARGET RANGE 0 -5% OF CTC** | ₹20,000.00 | |
| TOTAL REWARDS | ₹420,000.00 | |

^{*} Statutory bonus is payable to the employees under the provisions of the Payment of Bonus Act, 1965,. If the 'Basic' component moves above INR 21,000 per month you will cease to receive this amount and the same will be added as part of the Special Allowance in your salary.

Employees can allocate their "Flexi Benefit Plan" amount under four (4) heads of reimbursements, viz., Meal card, Broadband/Telephone, Leave Travel Allowance and Vehicle Reimbursements subject to eligibility thresholds applicable to their job bands ("Reimbursements"). Unallocated or remaining "Flexi Benefit Plan" amount will be paid as Special Allowance on a monthly basis. Unclaimed Reimbursements will be paid to the individual as an allowance at the end of the financial year subject to applicable tax. For more details on eligibility and limits, please refer the Compensation Policy on About you.

Note: Employees can submit bills up to INR 45,000 for reimbursement for Broadband/Telephone, up to INR 50,000 for Leave Travel, up to INR 28,800 for Vehicle reimbursement.

Yours faithfully, For Verizon Data Services India Private Limited

Samir Singh Director- Talent Acquisition

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^{**} Verizon Incentive Pay is purely based on individual and organizational performance and at the discretion of the management. This component is non-negotiable.



Schedule 2

BUSINESS AND SCIENTIFIC INFORMATION AND SECURITY AGREEMENT

I, the undersigned, in consideration of my employment by the Company (as hereinafter defined), and for the compensation paid to me, and for the opportunity given to me to become acquainted with the Company's business, trade secrets, and proprietary information, hereby agree as follows:

- 1. The following Terms shall have the following meanings within the context of this Business and Scientific Information and Security Agreement ("Agreement"):
 - a. The "Company" means Verizon Data Services India Private Limited or a parent or a subsidiary, directly or indirectly, controlling or controlled thereby, and their successors, assignees, or designees.
 - b."Creative Property" means all inventions, trademarks, concepts, discoveries, developments, creations, and ideas. Such Creative Property shall include, but not be limited to, all processes, training materials, machines, manufactures, compounds, compositions of matter, computer software, computer firmware, improvements thereto and know-how related thereto, whether patentable or not.
 - c."Writings" means the tangible expression, in any form, of information relating in any manner to the research, development, sales, marketing, training, manufacturing, or other business activities of the Company. Such Writings shall include, but not be limited to, blue-prints, designs, diagrams, documents, notes, notebooks, flow charts, specifications, manuals, reports, photographs, photomasks, training materials, computer software, and computer firmware.
- 2. I agree that all Creative Property made or conceived by me, either alone or together with others, while I am an employee of the Company shall be the sole and exclusive property of the Company. However, the Company shall not acquire any rights to any invention developed by me either alone or together with others, that did not involve the use of any trade secret, proprietary information, equipment, supplies, or facilities of the Company, and that occurred entirely on my own time, or our own time in the case of joint inventions. The exceptions to this latter rule are if:
 - a. the invention relates directly to the business of the Company, or to the Company's actual or demonstrably anticipated research or development, or
 - b. the invention results from or is based upon any work performed by me or my joint inventor(s) for the Company.
- 3. I agree that all Writing prepared by me either alone or together with others while I am an employee of the Company, including all rights therein, shall be the sole and exclusive property of the Company. I agree to hold all Writings in confidence until and unless the Company has otherwise released me, in writing, from that obligation.
- 4. I hereby irrevocably assign, grant, transfer and convey absolutely and forever to and for the benefit of the Company, all my right, title and interest in the whole of my rights whether now or hereafter created, throughout the universe, in any and all Creative Property and Writings that are the property of the Company pursuant to paragraph 2.0 or paragraph 3.0. Upon the execution of this Agreement, the Company shall become the sole and absolute owners of all the rights in any and all Creative Property and Writings conceived or made by me while I am an employee of the Company within the scope of paragraph 2.0 or paragraph 3.0 of this Agreement. To the extent I am otherwise deemed to be the owner or licensee of any intellectual property embedded in or utilized by any Creative Property or Writings that I create during my employment by the Company, I hereby assign (or license if I am a licensee) to the Company all worldwide rights in such intellectual property necessary or appropriate for the full and exclusive enjoyment and commercial exploitation by the Company of such Creative Property or Writings.
- 5. I agree that notwithstanding the provisions of Section 19(4) of the Indian Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if the Company does not



exercise the rights under the assignment within a period of one year from the date of assignment. I further acknowledge and agree that I will waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Indian Copyright Act, 1957. I also agree to assist and cooperate with the Company in perfecting the Company's rights in the Creative Property or Writings.

- 6. I agree that during and after my employment with the Company I will promptly review, sign and return all papers to the Company or its designated representatives which, in the discretion of the Company are required:
 - a. to obtain for the Company all rights in Creative Property and Writings, including all patent rights and copyrights, or
 - b. to maintain or uphold any rights of the Company in all Creative Property and Writings. I further agree to give such other assistance as the Company may need (but at the Company's expense) in any proceeding in any country.
- 7. I agree that during and after my employment with the Company I will disclose in writing to the Company or its designated representatives all Creative Property and Writings made, conceived, or produced by me either alone or together with others while an employee of the Company. This obligation shall exist as to any Creative Property and Writings whether or not I believe it would become property of the Company under any provision of this Agreement.
- 8. I agree that all writings, materials, or devices containing trade secrets or proprietary information, whether produced for the Company by me or others, which I acquire or gain access to as a result of my employment with the Company shall be the sole and exclusive property of the Company. These include computer programs, documentation, testing materials, internal company communications, design information, interface information, passwords and other information used to access company or customer systems or data, as well as information concerning the company's networks, customers, or vendors. ("Proprietary Information"). I further agree that in the event of the separation of my employment by me or by the Company for any reason, I will promptly deliver to the Company all such Proprietary Information, and I will not take with me any such Writings, materials or devices or any copies thereof.
- 9. I agree that by signing this Agreement the Company does not wish to acquire, or require me to use in the performance of my responsibilities at the Company, any trade secrets or proprietary information of which I had knowledge before becoming an employee of the Company. I agree not to reveal such trade secrets and other proprietary information to the Company or any of its representatives. I also agree not to use such trade secrets and other proprietary information in the course of the performance of my work for the Company.
- 10. I agree that while I am an employee of the Company, I will not knowingly or intentionally violate the valid provisions of any software license agreement or confidentiality agreement entered into with a third party either by me or by the Company, such as by making unauthorized copies of software of the third party which is acquired by or assigned to me for use, custody, or control. I also agree that I will not knowingly or intentionally violate any intellectual property rights of third parties, such as copyrights.
- 11. I agree that I will abide by any rules or instructions provided by the Company concerning the security of the Company's facilities, physical property and information as well as all rules and instructions provided by the Company with respect to the proper scope of work performed and data accessed by me under the Company's "Project Clearance" guidelines.
- 12. I agree that I will not use the Company's software, equipment or networks for non-business use, except as allowed under the Code of Conduct and I will abide by any instructions by the Company with respect to use of the Company's software, equipment or networks.
- 13. I agree that any portion of the Agreement which a court of competent jurisdiction determines to be void or unenforceable because it is against public policy or for any other reason, shall be disregarded and shall not affect any other provisions of the Agreement.



- 14. I further agree that the court, upon the request of the Company, may change and interpret any provision which would otherwise be void or unenforceable so that it will be valid and enforceable to the maximum extent permitted by law.
- 15. I agree that my heirs, executors, administrators, representatives, and assigns shall be legally bound by this Agreement.
- 16. I agree that this Agreement may not be amended except by a written document signed by me and an authorized officer of the Company.
- 17. I agree that any prior agreement which I made with the Company concerning the subject matter contained herein shall be replaced by this Agreement.
- 18. I represent to the Company that I am under no restriction or obligation, by contract or otherwise, which would preclude me from joining the Company.
- 19. I agree that for a period of twenty-four (24) months following my separation of employment contract for any reason from all Verizon Companies, I will not
 - · Personally engage in "Competitive Activities" (see definition below); or
 - Work for, own, manage, operate, control or participate in the ownership, management, operation or control of, or
 providing consulting or advisory services to, any individual, partnership, firm, corporation, or institution engaged in
 "Competitive Activities."

Competitive Activities means business activities relating to products or services of the same or similar type as the products or services which (i) are sold (or, pursuant to an existing business plan, will be sold) to paying customers of one or more Verizon Companies, and (ii) for which you had responsibility to plan, develop, manage, market or oversee, at any time within the twenty-four (24) months preceding your separation of employment for any reason from all Verizon Companies. Notwithstanding the previous sentence, a business activity will only be treated as a Competitive Activity if it occurs within the territory served by the Verizon Companies as of your date of separation.

I agree to the terms set forth in this Agreement.

| Signature of employee: | |
|---|-------|
| Printed Name: Sonali Dattatray Gurav (Sonali) | Date: |



Schedule 3

EMPLOYEE DATA PRIVACY AGREEMENT

Verizon Data Services India Private Limited (the " **Company**") may use your personal data including Sensitive Personal Information in the following ways, without limitation:

- 1. The Company maintains various personal information about each employee as well as some independent contractors (" **Employee Data**"), including home address, marital status, educational background, history with the Company, areas of expertise, salary, bonuses and other benefits.
- 2. Employee Data is used in furtherance of the employment or contractor relationship, to administer benefits, process the Company's payroll, to withhold taxes and administer other obligatory withholdings, and to comply with various reporting or disclosure obligations under applicable laws and regulations.
- 3. The Company stores Employee Data in controlled-access, centralized databases in the United States and in paper and electronic files located locally. The electronic databases are controlled by specially authorized administrative human resources staff only and can be accessed only by those authorized users. Such authorized users may be located inside or outside the United States. The Company places certain information, such as names, pictures, and business contact numbers, in internal company directories that are accessible by all employees of the Company. The Company reserves the right to store Employee Data in controlled-access, centralized databases outside the United States and in paper and electronic files located outside India.
- 4. As the Company is part of a global enterprise, comprised of a group of companies operating internationally, Employee Data will from time to time be transferred between affiliates of the Company to achieve the objectives described above and Employee Data may be accessed by Company employees outside the country in which it is collected. Likewise, as part of its normal operations, the Company will need to make some Employee Data available to auditors, outside professional advisors, and contractors (e.g., payroll processing contractors) under a duty of confidentiality ("Authorized Third Parties") to achieve the objectives described above. Although in each case most of the recipients of Employee Data will be located locally within the country in which the data is collected, others may be located in the United States or elsewhere. Such recipients may be located in countries that do not afford statutory protections for personal information equivalent to those within the country in which the data was collected. Nevertheless, the Company will, at all times, endeavor to protect Employee Data, regardless of whether it is used locally or transferred internationally to affiliates of the Company, or is in the hands of Authorized Third Parties. The Company will do this by putting place contractual limitations on Authorized Third Parties' rights to use the Employee Data disclosed to them and by use of commercially reasonable security measures.
- 5. Where relevant to the job function of the employee, the Company may also supply employee business contact information to customers of affiliates that are part of the Company.

In addition to information about yourself, you may also have provided the Company with information about your dependents, relatives and friends (" **Dependents** ") for health and other insurance policies and in connection with emergency contact details. By signing this form you confirm that those persons are aware that you have provided their data to the Company and furthermore that they consent to the Company storing and using their data for the purposes for which you provided it.

You have the right to periodically review, update and/or correct your Employee Data. Please see your Human Resources representative for further information and assistance. In addition, you should feel free to approach your Human Resources representatives if you have any further questions about your Employee Data.



Please affirm your consent to the Company's collection, processing, disclosure and transfer of your personal information including Sensitive Personal Information and that of your Dependents as described above by signing this form in the space provided below.

Thank you for assisting the Company in its efforts to work within the legal framework established by privacy legislation.

I consent to the Company's collection, processing, disclosure and transfer of my personal information and that of my Dependents as described above.

| Signature of employee: | |
|---|-------|
| Printed Name: Sonali Dattatray Gurav (Sonali) | Date: |



Schedule 4

CONFIDENTIALITY AND NONSOLICITATION AGREEMENT

In consideration of my employment by Verizon Data Services India Private Limited (the " **Company** "), and in consideration of the wages and/or commissions and benefits paid to me by the Company in connection with my employment, as a condition of my employment, wages and/or commissions, and benefits, I covenant and agree with the Company as follows:

- 1. Company Information. I agree that, for the purpose of this Agreement, the phrase "Confidential Company Information" shall mean information possessed by the Company and/or its other affiliates, successors or assigns (hereinafter referred to as "Verizon Group") and their business activities not generally known, which is used or is useful in the conduct of the Verizon Group business or which confers or tends to confer a competitive advantage over one who does not possess the information or know of the activities. Confidential Company Information includes but is not limited to the lists of the Verizon Group's existing and prospective customers, the type of equipment or its configuration used by the Verizon Group and the marketing and business plans of the Verizon Group, each and all as may exist from time to time. Confidential Company Information also includes information received by the Verizon Group from others which the Verizon Group has an obligation to treat as confidential. All other information which becomes known to me as a result of my employment, which the Verizon Group takes measures to protect, shall also be regarded as Confidential Company Information.
- 2. Non-Disclosure. I recognize and acknowledge that Confidential Company Information comprise valuable, special and unique assets of the Company's business. I will never, except as authorized by the Company in the performance of my duties, directly or indirectly, use or disclose any trade secret. During my employment by the Company and thereafter, I will not, except as authorized by the Company in the performance of my duties, directly or indirectly use or disclose to any person or entity any Confidential Company Information that I have or may acquire during my employment by the Company (whether or not developed or compiled by me and whether or not I have been authorized to have access to such Confidential Company Information). I will never take plans or specifications of Confidential Company Information, including equipment, software, types of configurations, list of the Verizon Group's customers, marketing and business plans or any part thereof to any person or entity for any reason or purpose whatsoever. Upon termination of my employment with the Company all records regarding any Confidential Company Information will be left with the Company.
- 3. Non-Solicitation. During my employment and for a period of twelve (12) months from and after the lawful termination of my employment, I will not, either directly or indirectly, separately or acting with or on behalf of others: (i) employ, solicit, persuade, or entice any Verizon Group managerial or technical employee to discontinue employment with the Verizon Group, to work for a competing enterprise; (ii) solicit the business of any Verizon Group customer, or any person or enterprise with which the Verizon Group has conducted business, supplied materials or performed services or whose business the Verizon Group had solicited during the 90 days prior to my termination, for the benefit of an enterprise competing with the Verizon Group and with which I or someone reporting to me was materially involved on behalf of the Verizon Group; or (iii) do business with or deal with any customer or person or entity for which the Verizon Group has done or solicited business during the ninety days prior to my termination for the benefit of any enterprise competing with the Verizon Group and with which I or someone reporting to me was materially involved on behalf of the Verizon Group.
- 4. Enforcement. In the event of a breach or threatened breach by me of the provisions of the Agreement, I agree that the Company shall be entitled to an injunction restraining me from disclosing, in whole or in part, Confidential Company Information (including, without limitation, trade secrets), and/or from rendering any services to any person or entity to whom such information, in whole or in part, has been threatened to be disclosed. I acknowledge and agree that the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified, as applicable. Nothing herein shall be construed to replace or affect other legal rights of the Company or as prohibiting the





Company from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages from me. I agree that should the Company prevail in such action, the Company will be entitled to recover from me its reasonable attorneys' fees and costs. If a court should refuse to enforce any covenant because of geographic area or scope extensiveness, I agree the court may revise the covenant to the extent necessary for enforcement. This Agreement shall not supersede or be in lieu of any other duty or agreement restricting activities reference herein or addressing rights or remedies of the Company, but shall be in addition to any such other duties or agreements.

- 5. <u>Employment.</u> I understand that this Agreement does not obligate the Company to employ me for any stated period of time. While employed, I agree not to be employed by, be a paid consultant to, or have any ownership interest exceeding one percent in, any business enterprise which is in direct competition with any of the Company's businesses.
- 6. Applicable Law. This Agreement shall be governed and interpreted according to the laws of India.
- 7. <u>Acknowledgement.</u> I hereby acknowledge and represent that I have fully read and understand this Agreement and that I consider all of the terms of my covenants and agreements set forth in this Agreement to be fair and reasonable and to be necessary to protect the Company's ongoing interests.

I agree to the terms set forth in this Agreement.

| Signature of employee: | | |
|---|-------|--|
| Printed Name: Sonali Dattatray Gurav (Sonali) | Date: | |
| | | |
| | | |
| | | |
| | | |
| ssue Date: 16-Jul-2024 | | |

Effective Date: 29-Jul-2024

M. Tech Program Form

As part of Verizon's educational assistance program, Verizon agrees to advance educational assistance for you to attend M.Tech ("Program") at BITS PILANI. The following details are required to be filled by the candidate to enroll for the Program:

| Name | Sonali Dattatray Gurav | | Date of Joining | 29 July 2024 |
|---------------------|---------------------------|---------------------|-----------------|--------------|
| Job Title | Junior Engr-Software Devt | | | |
| | | | | |
| Name of the program | m and | M.Tech Program at E | BITS, PILANI | SEGE FOR O |



| Institute | |
|---------------------|------------|
| Cost of the Program | At Actuals |
| | |

Verizon agrees to pay the course fee towards the Program directly to the institution.

The candidate agrees that this Program is mandatory and not optional.

The candidate agrees and undertakes that sponsorship from Verizon is not an obligation and is discretionary. Therefore, the candidate is required to be with Verizon during the period of the course and for 1 (One) year thereafter ("Term") for the Company to benefit from the program. During this period the employee shall not be in the employment of a non-Verizon group Company.

If the candidate voluntarily terminates the employment with Verizon or if the employment is terminated by the Company for reasons during the Term, the candidate shall refund the entire cost of the program provided above.

• The Program will immediately Cease if the employment is terminated by Verizon for any reason. If the candidate is unable to complete this Program for reasons such as self-illness, the Company may, at its own discretion forgo the amount incurred upon submission of valid records satisfactory to the Company.

Candidate shall not be eligible for any other Tuition Assistance programs/Get certified programs until completion of this Program.

Issue Date: 16-Jul-2024

Effective Date: 29-Jul-2024

I have read and understood the Program in detail and wish to enroll for the same. I further authorize the company to recover the entire amount from me is I fail to adhere to the terms and for the reasons stated above. I understand and agree that this forms an integral part of the employment agreement.

| Name of the Employee | Signature | Date |
|----------------------|-----------|------|





Offer: Computer Consultancy Ref: TCSL/DT20234968996/Pune

Date: 24/06/2024

Ms. Sakshi Vijay Dubey Saraswati Kunj, Kesnand Phata, Pune-412207, Maharashtra.

Dear Sakshi Vijay Dubey,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG** . You will be assigned a role in any Unit as per business requirements of TCSL.

Your gross salary including all benefits will be ₹2,80,010/- per annum, as per the terms and conditions set out herein. Annexure 1 provides break-up of the compensation package.

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

After you accept this offer you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

TCS Confidential TCSL/DT20234968996



1



COMPENSATION AND BENEFITS

Basic Salary

You will be eligible for a basic salary of ₹11,765/- per month.

BOUQUET OF BENEFITS (BoB)

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

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

House Rent Allowance (HRA)

Your HRA will be ₹4,706/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

Leave Travel Allowance

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

Food Card

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

Communication Allowance

You will be eligible for Communication Allowance in the form of Communication / Telecom Card. It can be set up to maximum of Rs.2,000/-per month for tax exemption. It should be used to pay only Voice and Internet Data related expenses in your name

PERFORMANCE PAY

TCS Confidential TCSL/DT20234968996



2



Monthly Performance Pay

You will receive a monthly performance pay of ₹2,000/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

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

- i. Entitlement You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

Loans

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

TCS Confidential TCSL/DT20234968996



3

TATA CONSULTANCY SERVICES



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

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

Professional Memberships

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

RETIRALS

Provident Fund

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

You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer on the TCS' Declaration Form (Form 9) so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

Gratuity

You will be entitled to gratuity as per the provisions of the TCSL Gratuity Scheme or the Payment of Gratuity Act, 1972 as applicable.

TERMS AND CONDITIONS

1. Relevant Experience

As per the recommendation of our management review panel, out of your total experience, 0.0 years are being considered to be relevant to the business of our organization.

At the time of Induction, your experience from date of management review by TCSL (while in service with current employer) till the date of relieving from your current employment will be added to your total and relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune 411 006 India Tel: 91 20 6608 7777 Fax: 91 20 6608 7107 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com





subjects in all semesters) marks of 50% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

3. Disclaimer

Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

4. Training Period

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

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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

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If you remain unauthorizedly absent for a consecutive period of 10 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

5. Working Hours

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

6. Mobility

TCSL reserves the right to transfer / utilize your services to any of its offices, work sites, or associated or Affiliated companies in India or outside India, currently in existence or which may come into existence in future on the terms and conditions as applicable to you at the time of transfer. The company at its discretion may require you to work remotely depending upon its business requirement and exigencies.

7. Compensation Structure / Salary components

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

8. Increments and Promotions

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

9. Alternative Occupation / Employment

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

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 years after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/- towards the training expenditure.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed









to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

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

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

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TATA CONSULTANCY SERVICES

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

16. Retirement

You will retire from the services of TCSL on the last day of the month in which you complete 60 years of age, as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

You are required to initiate your background check (BGC) through documentation process after the acceptance of Offer Letter in https://nextstep.tcs.com Your background check initiation is complete only when you initiate your BGC online at https://nextstep.tcs.com and submit all the relevant documents for background check online.

An agency appointed by TCS will check the credentials specified by you in the employment application Form. BGC verification that remain pending beyond 120 calendar days from your date of initiating the BGC online as stated above or from the date of your joining TCS, as the case may be, for failure on your part or on the part of your academic institution/s or your previous employer/s to furnish and/or validate the requisite information that conclusively helps to corroborate the information provided by you in the employment application Form, will lead to concluding the BGC verification process as 'Negative'. Further any kind of suppression of information and facts pertaining to any of your previous employment/s irrespective of the period of such previous employment, will also lead to concluding the BGC verification process as 'Negative'.

Verification of your last employment (if applicable) prior to joining TCS is initiated only post your release from your previous employment. You may be onboarded to TCS during the period your BGC is in process, however continuity of your employment in TCS will be subject to a positive clearance of your background check with your immediate previous employer.







For more details on BGC documents submission, please refer to Offer Letter point Submission of documents.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed Original Documents for verification on your joining day.

- Permanent Account Number (PAN) Card
 You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation (if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- -Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer The original documents will be returned to you after verification.

In addition to the above original documents, Please carry photocopies of the below











documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Initial Learning Program (ILP)

On joining TCSL, you will be given the benefit of formal training (TCS ILP Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by









government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

- (b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.
- (c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- (d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- (e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
- (f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.





Withdrawal of Offer

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

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Dondie.

Girish V. Nandimath
Global Head, Talent Acquisition & Academic Interface



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter

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





GROSS SALARY SHEET

Annexure 1

| Name | Sakshi Vijay Dubey |
|----------------|--------------------|
| Designation | Graduate Trainee |
| Institute Name | Others |

Table 1: Compensation Details (All Components in INR)

| Component Category | Monthly | Annual |
|---------------------------------------|---------|----------|
| 1) Fixed Compensation | | |
| Basic Salary | 11,765 | 1,41,180 |
| Bouquet Of Benefits # | 6,596 | 79,157 |
| 2) Performance Pay | | |
| Monthly Performance Pay | 2,000 | 24,000 |
| 3) Annual Components/Retirals | | |
| Health Insurance*** | NA | 4,000 |
| Provident Fund | 1,412 | 16,942 |
| Gratuity | 565 | 6,791 |
| ESI Contribution## | NA | 7,941 |
| Total of Annual Components & Retirals | 1,978 | 27,733 |
| TOTAL GROSS | 22,339 | 2,80,010 |

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

Table 2: TCSL defined structure for BoB (All Components in INR)

| Component Category | Monthly | Annual |
|---------------------------|---------|--------|
| House Rent Allowance | 4,706 | 56,472 |
| Leave Travel Assistance | 980 | 11,765 |
| Food Card | 500 | 6,000 |
| Communication Allowance | 410 | 4,920 |
| GROSS BOUQUET OF BENEFITS | 6,596 | 79,157 |



^{##}Contribution towards Employees' State Insurance borne by TCS.

^{***} For HIS - Note that Rs.4,000 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.



Annexure 2

| AHMEDABAD | BHUBANESWAR |
|--|---|
| TCS XP HR Lead | TCS XP HR Lead |
| Tata Consultancy Services, | Tata Consultancy Services, |
| Garima Park, IT/ITES, Plot #41 | Kalinga Park Talent Development Block Barabati |
| Gandhinagar-382007, | Building. IT/ITES, Special Economic Zone, |
| Gujarat. India | Plot No 35, Chandaka Industrial Estate, Patia, |
| Gujarat. Iliula | Bhubaneswar- 751024. |
| BANGALORE | CHENNAI |
| TCS XP HR Lead | XP HR Lead |
| Tata Consultancy Services, | Tata Consultancy Services, |
| Gopalan Global Axis Block-H, | Siruseri SEZ Unit, Plot No.1/G1, SIPCOT I.T. Park, |
| Rd Number 9, Whitefield, KIADB Export | Siruseri, Navalur Post, Kancheepuram District, |
| Promotion Industrial Area, Opposite Sathya Sai | Chennai - 603 103, Tamil Nadu |
| Hospital, Bangalore Karnataka - 560066 | India |
| DELHI | HYDERABAD |
| XP HR Lead | XP HR Lead |
| Tata Consultancy Services, | Tata Consultancy Services, |
| TCS Lucerna Tower, | Synergy Park Non-SEZ(CMC), |
| Plot A2B, Sector 125, | Old Mumbai Highway, |
| Noida, Uttar Pradesh, Pin- 201303.India | Gachibowli, Hyderabad - 500019, India |
| INDORE | KOLKATA |
| TCS XP HR Lead | KOLKATA |
| Tata Consultancy Services | TCS XP HR Lead |
| IT/ITES SEZ, Scheme No. 151 & 169-B, Super | Tata Consultancy Services, |
| Corridor, Village Tigariya Badshah & Bada | TCS Delta Park Wanderers, Plot C, Street Number |
| Bangarda, Tehsil Hatod, Indore -452018, | 30, Salt Lake Electronics Complex, Sector V, Block EP |
| Madhya Pradesh. | & GP, Kolkata, West Bengal 700091. |
| косні | MUMBAI |
| TCS XP HR Lead | TCS XP HR Lead |
| Tata Consultancy Services, | Tata Consultancy Services, |
| TCS Centre, Infopark Road, Infopark Campus, | Olympus - A, Opp Rodas Enclaves, |
| Infopark kakkanad, Kerala- 682042, India | Hiranandani Estate, Patlipada, |
| in opan namanas, norala cozo iz, maio | Thane (W), Mumbai 400607, Maharashtra, India |
| MUMBAI | MACRUP |
| TCS XP HR Lead | NAGPUR |
| Tata Consultancy Services, | TCS XP HR Lead |
| Yantra Park, Pokharan Road Number 2, TCS | Tata Consultancy Services, |
| Approach Rd, Thane, West Thane, | Mihan-SEZ, Nagpur, Telhara, |
| Maharashtra 400606, India. | Maharashtra - 441108, India |
| PUNE | TRIVANDRUM |
| TCS XP HR Lead | TCS XP HR Lead |
| Tata Consultancy Services, | Tata Consultancy Services, |
| Plot No. 2 &3, MIDC-SEZ, Rajiv Gandhi Infotech | Peepul Park, Technopark campus, |
| Las, Colling out and milliotech | diny recimepant cumpasy |
| Park, Hinjewadi Phase III, Pune -411057, | Kariyavottam P.O. |





Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,
- (b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- (d) Customer and prospective customer lists, and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.





2. Associate's Obligations

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

3. Intellectual Property Rights

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





4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

8. No License

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



TCS Confidential TCSL/DT20234968996

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



9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

- (a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- (b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.
- (c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- (d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.





- (e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- (f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.





Verizon Data Services India Pvt. Ltd.

Regd. & Corp. Office: 8th Floor, Citius Block - B, Olympia Technology Park Plot No. 1, SIDCO Industrial Estate Guindy, CHENNAI - 600 032. INDIA Tel: (91 44) 4394 5000 Fax: (91 44) 4394 4000 www.verizon.com

CIN: U72300TN2001PTC046551

18 July 2024

Preeti Maurya (Preeti)

Lane No.2, Samarth Colony, Raghoba Patil Nagar, Kharadi, Pune-14 Pune Maharashtra 411014 India

Dear Preeti.

We are very excited to formally offer you the position of **Junior Engr-Software Devt** in Hyderabad for Verizon Data Services India Private Limited (the "Company") beginning on **29 July 2024**. The purpose of this letter is to set out the terms and conditions of your employment and to document your acceptance of these terms. For the avoidance of doubt, these terms of employment shall replace and supersede any other previous terms of employment between you and the Company or any of its affiliates including but not limited to your position in India.

Employment Status

You will be on probation for an initial period of six (6) months, which the Company may extend in its sole discretion. During your probationary period, the Company can dispense with your services at any time by giving thirty (30) days' notice or payment of salary in lieu thereof.

Compensation

Your compensation is as set forth in ANNEXURE I. This compensation shall be paid to you in accordance with the Company's normal payroll practices. You are expected to keep your compensation information confidential. All amounts payable to you by the Company pursuant to your employment shall be subject to requisite tax and other statutory deductions in accordance with applicable laws.

Leave and Benefits Plan

You will be eligible for leave and benefits as per Company policy.

Indian Statutory Schemes

You will be covered under the Employees Provident Fund Scheme from your date of joining the Company. In addition, at the time of separation from service, you may be entitled to gratuity under the Payment of Gratuity Act, 1972 and the Company's policies.



Compliance Documents and Personnel Policies

At our company, our reputation is a critical asset. Each and every one of us must focus on making it a point of pride. Our Code of Conduct clearly outlines our roles and responsibilities as employees and members of the Verizon community, and provides guidance on our daily decisions that affect the welfare of the Company. It is part of our culture, part of the way we do business. If you decide to accept our offer of employment, please read the Code in advance of your first day of employment; it is available via Verizon's external web site at: http://www.verizon.com/about/our-company/code-conduct Upon commencement of your employment, you will be required to complete a series of New Employee Forms, which will include a certification that you have read, understand and will abide by the Code in the course of your employment.

In addition, the Business and Scientific Information and Security Agreement (see Schedule 2) will apply during your employment. Moreover, your duties may require you to travel to and from . You may also be required to spend days away from depending on the requirements of your position. You should make yourself familiar with our travel and expense reimbursement policy.

Finally, Company personnel policies and practices will apply to situations not specifically addressed in this letter. The Company may, at its sole discretion, change these from time to time.

Data Privacy

Throughout the course of your employment with the Company, the Company needs to collect personal information including Sensitive Personal Information from you and about you and share this with its affiliates and third parties acting on behalf of the Company. This information permits the Company to handle any matters or issues arising out of or in connection with your employment. Schedule 3 sets out the way in which the Company will collect, use and process your personal information including Sensitive Personal Information. Please review and consent to the collection, processing and sharing of your personal information.

Confidentiality

Your employment is subject to you signing the Confidentiality and Non-Solicitation Agreement which is provided as Schedule 4. The Confidentiality and Non-Solicitation agreement should be initialed by yourself on each page, and signed and witnessed on the bottom of the last page.

Use of Company Systems

All messages composed, sent, stored or received on or using the electronic communications system of the Company are and will remain the property of the Company. The Company reserves the right to access, inspect, review and monitor, at any time and without notice, your use of any of the Company's communication systems and/or any equipment.

Separation from Service

The Company may terminate your employment at any time, without notice or payment in lieu of notice, for cause including but not limited to: (a) inattention or negligence in the performance of your duties and obligations; (b) breach of the terms and conditions of this letter; or (c) any other action or inaction on your part that would constitute adequate cause for termination pursuant to any policy of the Company or any applicable law.

You may voluntarily resign from employment with the Company at any time on giving a prior written notice of two (2) months to the Company. The Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice. Any resignation must be accepted by the Company to become effective. Once accepted, you cannot withdraw the resignation unless specifically approved in writing by the Company.

The Company may terminate this agreement at any time for any reason whatsoever by giving you two (2) months' notice in writing or payment of your salary in lieu thereof. You agree and accept that any statutory or other "last in first out" rule or any modifications thereof shall not apply in the event of the termination of this agreement for any reason whatsoever.

The Company's mandatory retirement age is set forth in its policies.

Transfer/Deputation/Secondment

It is expressly understood that your services are transferable to any of our affiliated companies in India or abroad, at the sole discretion of the Company. You may also be deputed/seconded to any of our affiliated companies, clients or customers at the sole discretion of the Company.

Prohibition of External Employment

In addition to any restrictions set forth in the Code of Conduct, you may not, without the prior written permission of the Company, directly or indirectly undertake any external employment, work or public office, or render advisory or other services (paid or otherwise) to an external business enterprise.

Deductions

You agree and acknowledge that the Company may, subject to applicable laws, at any time during the term of employment or at your separation from employment, deduct from your salary, or final settlement, any amounts owed by you to the Company or any costs incurred by the Company due to any damage or loss to Company property or assets caused by you.

Miscellaneous

This letter shall be governed and interpreted according to the laws of India. The courts at Chennai shall have the exclusive jurisdiction to entertain any dispute, controversy, claim or breach arising out of or in relation to this employment agreement. Amendments to, or waivers of, the terms of letter must be in a writing executed by you and the Company. If any provision of this letter is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms and conditions will remain in full force and effect. Any invalid or unenforceable provision of this letter will be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision. No delay, failure or omission by the Company to exercise any of its powers, rights or remedies under this letter will waive any of them nor will any single or partial exercise of any such powers, rights or remedies preclude any further exercise of them. This letter and its schedules constitute the entire understanding relating to terms of employment between you and the Company and supersedes all prior offers, agreements, statements or representations, written or oral, between you and the Company.

We welcome you to the Verizon family. We are confident that your skills and experience will be a significant asset in meeting the challenges that are ahead, and we look forward to sharing your successes. Please return a copy of this letter and the attached Schedules after they are signed. You will receive duplicate copies on returning them to us.

Yours faithfully,

For Verizon Data Services India Private Limited

Samir Singh

Director- Talent Acquisition





| I agree to the terms of employment set forth in this letter. | |
|--|--|
| | |

Signature of employee:

Printed Name: Preeti Maurya (Preeti)

Date:

Please return this letter and the Schedules by 21 July 2024 to our VZ India NEST team via email at vzindia-nest@verizon.com

If we do not receive these by 21 July 2024, this offer will expire.





ANNEXURE I SALARY STRUCTURE

Name: Preeti Maurya

Designation: Junior Engr-Software Devt

| OMPONENTS | ANNUAL | MONTHLY |
|---|-------------|------------|
| BASIC SALARY | ₹160,000.00 | ₹13,333.33 |
| HOUSE RENT ALLOWANCE | ₹80,000.00 | ₹6,666.67 |
| STATUTORY BONUS* | ₹26,400 | ₹2,200 |
| FLEXI BENEFIT PLAN# | ₹133,104.00 | ₹11,092.00 |
| GROSS SALARY | ₹373,104.00 | ₹31,092.00 |
| PROVIDENT FUND | ₹19,200.00 | ₹1,600.00 |
| GRATUITY | ₹7,696.00 | ₹641.33 |
| COST TO COMPANY | ₹400,000.00 | ₹33,333.33 |
| VERIZON INCENTIVE PAY AS PER POLICY : TARGET RANGE 0 -5% OF CTC** | ₹20,000.00 | |
| TOTAL REWARDS | ₹420,000.00 | |

^{*} Statutory bonus is payable to the employees under the provisions of the Payment of Bonus Act, 1965,. If the 'Basic' component moves above INR 21,000 per month you will cease to receive this amount and the same will be added as part of the Special Allowance in your salary.

Employees can allocate their "Flexi Benefit Plan" amount under four (4) heads of reimbursements, viz., Meal card, Broadband/Telephone, Leave Travel Allowance and Vehicle Reimbursements subject to eligibility thresholds applicable to their job bands ("Reimbursements"). Unallocated or remaining "Flexi Benefit Plan" amount will be paid as Special Allowance on a monthly basis. Unclaimed Reimbursements will be paid to the individual as an allowance at the end of the financial year subject to applicable tax. For more details on eligibility and limits, please refer the Compensation Policy on About you.

Note: Employees can submit bills up to INR 45,000 for reimbursement for Broadband/Telephone, up to INR 50,000 for Leave Travel, up to INR 28,800 for Vehicle reimbursement.

Yours faithfully, For Verizon Data Services India Private Limited

TO SOME

Samir Singh Director- Talent Acquisition

^{**} Verizon Incentive Pay is purely based on individual and organizational performance and at the discretion of the management. This component is non-negotiable.



Schedule 2

BUSINESS AND SCIENTIFIC INFORMATION AND SECURITY AGREEMENT

I, the undersigned, in consideration of my employment by the Company (as hereinafter defined), and for the compensation paid to me, and for the opportunity given to me to become acquainted with the Company's business, trade secrets, and proprietary information, hereby agree as follows:

- 1. The following Terms shall have the following meanings within the context of this Business and Scientific Information and Security Agreement ("Agreement"):
 - a. The "Company" means Verizon Data Services India Private Limited or a parent or a subsidiary, directly or indirectly, controlling or controlled thereby, and their successors, assignees, or designees.
 - b."Creative Property" means all inventions, trademarks, concepts, discoveries, developments, creations, and ideas. Such Creative Property shall include, but not be limited to, all processes, training materials, machines, manufactures, compounds, compositions of matter, computer software, computer firmware, improvements thereto and know-how related thereto, whether patentable or not.
 - c."Writings" means the tangible expression, in any form, of information relating in any manner to the research, development, sales, marketing, training, manufacturing, or other business activities of the Company. Such Writings shall include, but not be limited to, blue-prints, designs, diagrams, documents, notes, notebooks, flow charts, specifications, manuals, reports, photographs, photomasks, training materials, computer software, and computer firmware.
- 2. I agree that all Creative Property made or conceived by me, either alone or together with others, while I am an employee of the Company shall be the sole and exclusive property of the Company. However, the Company shall not acquire any rights to any invention developed by me either alone or together with others, that did not involve the use of any trade secret, proprietary information, equipment, supplies, or facilities of the Company, and that occurred entirely on my own time, or our own time in the case of joint inventions. The exceptions to this latter rule are if:
 - a. the invention relates directly to the business of the Company, or to the Company's actual or demonstrably anticipated research or development, or
 - b. the invention results from or is based upon any work performed by me or my joint inventor(s) for the Company.
- 3. I agree that all Writing prepared by me either alone or together with others while I am an employee of the Company, including all rights therein, shall be the sole and exclusive property of the Company. I agree to hold all Writings in confidence until and unless the Company has otherwise released me, in writing, from that obligation.
- 4. I hereby irrevocably assign, grant, transfer and convey absolutely and forever to and for the benefit of the Company, all my right, title and interest in the whole of my rights whether now or hereafter created, throughout the universe, in any and all Creative Property and Writings that are the property of the Company pursuant to paragraph 2.0 or paragraph 3.0. Upon the execution of this Agreement, the Company shall become the sole and absolute owners of all the rights in any and all Creative Property and Writings conceived or made by me while I am an employee of the Company within the scope of paragraph 2.0 or paragraph 3.0 of this Agreement. To the extent I am otherwise deemed to be the owner or licensee of any intellectual property embedded in or utilized by any Creative Property or Writings that I create during my employment by the Company, I hereby assign (or license if I am a licensee) to the Company all worldwide rights in such intellectual property necessary or appropriate for the full and exclusive enjoyment and commercial exploitation by the Company of such Creative Property or Writings.
- 5. I agree that notwithstanding the provisions of Section 19(4) of the Indian Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to me, even if the Company does not



exercise the rights under the assignment within a period of one year from the date of assignment. I further acknowledge and agree that I will waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Indian Copyright Act, 1957. I also agree to assist and cooperate with the Company in perfecting the Company's rights in the Creative Property or Writings.

- 6. I agree that during and after my employment with the Company I will promptly review, sign and return all papers to the Company or its designated representatives which, in the discretion of the Company are required:
 - a. to obtain for the Company all rights in Creative Property and Writings, including all patent rights and copyrights, or
 - b. to maintain or uphold any rights of the Company in all Creative Property and Writings. I further agree to give such other assistance as the Company may need (but at the Company's expense) in any proceeding in any country.
- 7. I agree that during and after my employment with the Company I will disclose in writing to the Company or its designated representatives all Creative Property and Writings made, conceived, or produced by me either alone or together with others while an employee of the Company. This obligation shall exist as to any Creative Property and Writings whether or not I believe it would become property of the Company under any provision of this Agreement.
- 8. I agree that all writings, materials, or devices containing trade secrets or proprietary information, whether produced for the Company by me or others, which I acquire or gain access to as a result of my employment with the Company shall be the sole and exclusive property of the Company. These include computer programs, documentation, testing materials, internal company communications, design information, interface information, passwords and other information used to access company or customer systems or data, as well as information concerning the company's networks, customers, or vendors. ("Proprietary Information"). I further agree that in the event of the separation of my employment by me or by the Company for any reason, I will promptly deliver to the Company all such Proprietary Information, and I will not take with me any such Writings, materials or devices or any copies thereof.
- 9. I agree that by signing this Agreement the Company does not wish to acquire, or require me to use in the performance of my responsibilities at the Company, any trade secrets or proprietary information of which I had knowledge before becoming an employee of the Company. I agree not to reveal such trade secrets and other proprietary information to the Company or any of its representatives. I also agree not to use such trade secrets and other proprietary information in the course of the performance of my work for the Company.
- 10. I agree that while I am an employee of the Company, I will not knowingly or intentionally violate the valid provisions of any software license agreement or confidentiality agreement entered into with a third party either by me or by the Company, such as by making unauthorized copies of software of the third party which is acquired by or assigned to me for use, custody, or control. I also agree that I will not knowingly or intentionally violate any intellectual property rights of third parties, such as copyrights.
- 11. I agree that I will abide by any rules or instructions provided by the Company concerning the security of the Company's facilities, physical property and information as well as all rules and instructions provided by the Company with respect to the proper scope of work performed and data accessed by me under the Company's "Project Clearance" guidelines.
- 12. I agree that I will not use the Company's software, equipment or networks for non-business use, except as allowed under the Code of Conduct and I will abide by any instructions by the Company with respect to use of the Company's software, equipment or networks.
- 13. I agree that any portion of the Agreement which a court of competent jurisdiction determines to be void or unenforceable because it is against public policy or for any other reason, shall be disregarded and shall not affect any other provisions of the Agreement.





- 14. I further agree that the court, upon the request of the Company, may change and interpret any provision which would otherwise be void or unenforceable so that it will be valid and enforceable to the maximum extent permitted by law.
- 15. I agree that my heirs, executors, administrators, representatives, and assigns shall be legally bound by this Agreement.
- 16. I agree that this Agreement may not be amended except by a written document signed by me and an authorized officer of the Company.
- 17. I agree that any prior agreement which I made with the Company concerning the subject matter contained herein shall be replaced by this Agreement.
- 18. I represent to the Company that I am under no restriction or obligation, by contract or otherwise, which would preclude me from joining the Company.
- 19. I agree that for a period of twenty-four (24) months following my separation of employment contract for any reason from all Verizon Companies, I will not
 - · Personally engage in "Competitive Activities" (see definition below); or
 - Work for, own, manage, operate, control or participate in the ownership, management, operation or control of, or
 providing consulting or advisory services to, any individual, partnership, firm, corporation, or institution engaged in
 "Competitive Activities."

Competitive Activities means business activities relating to products or services of the same or similar type as the products or services which (i) are sold (or, pursuant to an existing business plan, will be sold) to paying customers of one or more Verizon Companies, and (ii) for which you had responsibility to plan, develop, manage, market or oversee, at any time within the twenty-four (24) months preceding your separation of employment for any reason from all Verizon Companies. Notwithstanding the previous sentence, a business activity will only be treated as a Competitive Activity if it occurs within the territory served by the Verizon Companies as of your date of separation.

I agree to the terms set forth in this Agreement.

| Signature of employee: | |
|--------------------------------------|-------|
| Printed Name: Preeti Maurya (Preeti) | Date: |



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Schedule 3

EMPLOYEE DATA PRIVACY AGREEMENT

Verizon Data Services India Private Limited (the " **Company**") may use your personal data including Sensitive Personal Information in the following ways, without limitation:

- 1. The Company maintains various personal information about each employee as well as some independent contractors (" Employee Data"), including home address, marital status, educational background, history with the Company, areas of expertise, salary, bonuses and other benefits.
- 2. Employee Data is used in furtherance of the employment or contractor relationship, to administer benefits, process the Company's payroll, to withhold taxes and administer other obligatory withholdings, and to comply with various reporting or disclosure obligations under applicable laws and regulations.
- 3. The Company stores Employee Data in controlled-access, centralized databases in the United States and in paper and electronic files located locally. The electronic databases are controlled by specially authorized administrative human resources staff only and can be accessed only by those authorized users. Such authorized users may be located inside or outside the United States. The Company places certain information, such as names, pictures, and business contact numbers, in internal company directories that are accessible by all employees of the Company. The Company reserves the right to store Employee Data in controlled-access, centralized databases outside the United States and in paper and electronic files located outside India.
- 4. As the Company is part of a global enterprise, comprised of a group of companies operating internationally, Employee Data will from time to time be transferred between affiliates of the Company to achieve the objectives described above and Employee Data may be accessed by Company employees outside the country in which it is collected. Likewise, as part of its normal operations, the Company will need to make some Employee Data available to auditors, outside professional advisors, and contractors (e.g., payroll processing contractors) under a duty of confidentiality ("Authorized Third Parties") to achieve the objectives described above. Although in each case most of the recipients of Employee Data will be located locally within the country in which the data is collected, others may be located in the United States or elsewhere. Such recipients may be located in countries that do not afford statutory protections for personal information equivalent to those within the country in which the data was collected. Nevertheless, the Company will, at all times, endeavor to protect Employee Data, regardless of whether it is used locally or transferred internationally to affiliates of the Company, or is in the hands of Authorized Third Parties. The Company will do this by putting place contractual limitations on Authorized Third Parties' rights to use the Employee Data disclosed to them and by use of commercially reasonable security measures.
- 5. Where relevant to the job function of the employee, the Company may also supply employee business contact information to customers of affiliates that are part of the Company.

In addition to information about yourself, you may also have provided the Company with information about your dependents, relatives and friends (" **Dependents** ") for health and other insurance policies and in connection with emergency contact details. By signing this form you confirm that those persons are aware that you have provided their data to the Company and furthermore that they consent to the Company storing and using their data for the purposes for which you provided it.

You have the right to periodically review, update and/or correct your Employee Data. Please see your Human Resources representative for further information and assistance. In addition, you should feel free to approach your Human Resources representatives if you have any further questions about your Employee Data.



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Please affirm your consent to the Company's collection, processing, disclosure and transfer of your personal information including Sensitive Personal Information and that of your Dependents as described above by signing this form in the space provided below.

Thank you for assisting the Company in its efforts to work within the legal framework established by privacy legislation.

I consent to the Company's collection, processing, disclosure and transfer of my personal information and that of my Dependents as described above.

| Signature of employee: | |
|--------------------------------------|-------|
| Printed Name: Preeti Maurya (Preeti) | Date: |



verizon

Schedule 4

CONFIDENTIALITY AND NONSOLICITATION AGREEMENT

In consideration of my employment by Verizon Data Services India Private Limited (the " **Company** "), and in consideration of the wages and/or commissions and benefits paid to me by the Company in connection with my employment, as a condition of my employment, wages and/or commissions, and benefits, I covenant and agree with the Company as follows:

- 1. Company Information. I agree that, for the purpose of this Agreement, the phrase "Confidential Company Information" shall mean information possessed by the Company and/or its other affiliates, successors or assigns (hereinafter referred to as "Verizon Group") and their business activities not generally known, which is used or is useful in the conduct of the Verizon Group business or which confers or tends to confer a competitive advantage over one who does not possess the information or know of the activities. Confidential Company Information includes but is not limited to the lists of the Verizon Group's existing and prospective customers, the type of equipment or its configuration used by the Verizon Group and the marketing and business plans of the Verizon Group, each and all as may exist from time to time. Confidential Company Information also includes information received by the Verizon Group from others which the Verizon Group has an obligation to treat as confidential. All other information which becomes known to me as a result of my employment, which the Verizon Group takes measures to protect, shall also be regarded as Confidential Company Information.
- 2. Non-Disclosure. I recognize and acknowledge that Confidential Company Information comprise valuable, special and unique assets of the Company's business. I will never, except as authorized by the Company in the performance of my duties, directly or indirectly, use or disclose any trade secret. During my employment by the Company and thereafter, I will not, except as authorized by the Company in the performance of my duties, directly or indirectly use or disclose to any person or entity any Confidential Company Information that I have or may acquire during my employment by the Company (whether or not developed or compiled by me and whether or not I have been authorized to have access to such Confidential Company Information). I will never take plans or specifications of Confidential Company Information, including equipment, software, types of configurations, list of the Verizon Group's customers, marketing and business plans or any part thereof to any person or entity for any reason or purpose whatsoever. Upon termination of my employment with the Company all records regarding any Confidential Company Information will be left with the Company.
- 3. Non-Solicitation. During my employment and for a period of twelve (12) months from and after the lawful termination of my employment, I will not, either directly or indirectly, separately or acting with or on behalf of others: (i) employ, solicit, persuade, or entice any Verizon Group managerial or technical employee to discontinue employment with the Verizon Group, to work for a competing enterprise; (ii) solicit the business of any Verizon Group customer, or any person or enterprise with which the Verizon Group has conducted business, supplied materials or performed services or whose business the Verizon Group had solicited during the 90 days prior to my termination, for the benefit of an enterprise competing with the Verizon Group and with which I or someone reporting to me was materially involved on behalf of the Verizon Group; or (iii) do business with or deal with any customer or person or entity for which the Verizon Group has done or solicited business during the ninety days prior to my termination for the benefit of any enterprise competing with the Verizon Group and with which I or someone reporting to me was materially involved on behalf of the Verizon Group.
- 4. Enforcement. In the event of a breach or threatened breach by me of the provisions of the Agreement, I agree that the Company shall be entitled to an injunction restraining me from disclosing, in whole or in part, Confidential Company Information (including, without limitation, trade secrets), and/or from rendering any services to any person or entity to whom such information, in whole or in part, has been threatened to be disclosed. I acknowledge and agree that the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted or modified, as applicable. Nothing herein shall be construed to replace or affect other legal rights of the Company or as prohibiting the





Company from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages from me. I agree that should the Company prevail in such action, the Company will be entitled to recover from me its reasonable attorneys' fees and costs. If a court should refuse to enforce any covenant because of geographic area or scope extensiveness, I agree the court may revise the covenant to the extent necessary for enforcement. This Agreement shall not supersede or be in lieu of any other duty or agreement restricting activities reference herein or addressing rights or remedies of the Company, but shall be in addition to any such other duties or agreements.

- 5. <u>Employment.</u> I understand that this Agreement does not obligate the Company to employ me for any stated period of time. While employed, I agree not to be employed by, be a paid consultant to, or have any ownership interest exceeding one percent in, any business enterprise which is in direct competition with any of the Company's businesses.
- 6. Applicable Law. This Agreement shall be governed and interpreted according to the laws of India.
- 7. <u>Acknowledgement.</u> I hereby acknowledge and represent that I have fully read and understand this Agreement and that I consider all of the terms of my covenants and agreements set forth in this Agreement to be fair and reasonable and to be necessary to protect the Company's ongoing interests.

I agree to the terms set forth in this Agreement.

M. Tech Program Form

Effective Date: 29-Jul-2024

As part of Verizon's educational assistance program, Verizon agrees to advance educational assistance for you to attend M.Tech ("Program") at BITS PILANI. The following details are required to be filled by the candidate to enroll for the Program:

| Name | Preeti Maurya | | Date of Joining | 29 July 2024 | |
|---|---------------------------|--|-----------------|--------------|--|
| Job Title | Junior Engr-Software Devt | | | | |
| | | | | | |
| Name of the program and M.Tech Program at BITS, PILANI | | | | JEGE FOR ON | |



| Institute | |
|---------------------|------------|
| Cost of the Program | At Actuals |
| | |

Verizon agrees to pay the course fee towards the Program directly to the institution.

The candidate agrees that this Program is mandatory and not optional.

The candidate agrees and undertakes that sponsorship from Verizon is not an obligation and is discretionary. Therefore, the candidate is required to be with Verizon during the period of the course and for 1 (One) year thereafter ("Term") for the Company to benefit from the program. During this period the employee shall not be in the employment of a non-Verizon group Company.

If the candidate voluntarily terminates the employment with Verizon or if the employment is terminated by the Company for reasons during the Term, the candidate shall refund the entire cost of the program provided above.

• The Program will immediately Cease if the employment is terminated by Verizon for any reason. If the candidate is unable to complete this Program for reasons such as self-illness, the Company may, at its own discretion forgo the amount incurred upon submission of valid records satisfactory to the Company.

Candidate shall not be eligible for any other Tuition Assistance programs/Get certified programs until completion of this Program.

Issue Date: 16-Jul-2024

Effective Date: 29-Jul-2024

I have read and understood the Program in detail and wish to enroll for the same. I further authorize the company to recover the entire amount from me is I fail to adhere to the terms and for the reasons stated above. I understand and agree that this forms an integral part of the employment agreement.

| Name of the Employee | Signature | Date |
|----------------------|-----------|------|





Letter of Intent (LOI)

12/06/2024

Dear Aishwarya Rajshekhar Nimbal,

Subsequent to the meetings between Concentrix Services India Private Limited (hereinafter, 'Concentrix'/'Company') and you, we are pleased to make an Offer for "Contract of Apprenticeship" on the following terms and conditions.

- 1.1 You shall be appointed as an 'Apprentice' and will be paid a stipend of INR Rs. 14660 /- per month minus all applicable taxes and withholdings
- 1.2 For apprentices, the Govt of India will directly transfer the stipend payable up to Rs 1,500/- per apprentice per month hired under NAPS under Direct Benefit Transfer (DBT) and the remaining stipend will be paid by the Company per month. Your initial place of work shall be **Pune**.
- 1.3 Your apprenticeship contract will be effective from 14/06/2024 and will end on 09/06/2025, subject to your completing the on boarding formalities. You are required to submit all the documents (as per the Mandatory Document Checklist) on 13/06/2024 failing which the Company reserves the right to withdraw this letter and/or cancel your apprenticeship. If this date is not suitable, please contact us immediately at pratik.nalkar@Concentrix.com to seek an alternative date on which to submit all required documents.

Please note that the apprenticeship will be withdrawn at the Onboarding date if you do not notify us of your acceptance or we are unable to agree to an alternate joining date.

- 1.4 On on-boarding / joining you shall report to HR Representative or any other person nominated by him/her.
- 1.5 Your Contract of Apprenticeship Training with the company shall at all times be subject to the receipt of satisfactory reference / verification checks, which may include criminal, financial and any other background checks as required by the Company based on its business requirements. The Company will terminate your contract in the event of an unsatisfactory background check. In the event of negative background verification, the company at its sole option, may allow you to provide justification / explanation for re-verification with supporting documents, in response to its show cause notice, so issued. In such event, you will be put on 'Leave without pay' from the date of issue of show cause notice until the revised findings are received for final closure of the case.
- 1.6 The Company may pay you such fixed amount/ stipend as it may so decide, during the period of your undergoing structured process/ product and other essential training sessions.
- 1.7 The Company may, at its sole discretion, also require you to undergo a drug test at any time. If such drug test indicates use of an illegal drug or a non-medically prescribed controlled substance and/or alcohol dependence, the Company reserves the right to take suitable action against you, including but not limited to termination of your contract.
- 1.8 You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and authorized by the Company to assign such duties and responsibilities.
- 1.9 The company will work 7 days a week, 24 hours a day. You will be required to work up to 48 hours a week and such other hours as may be reasonably required to complete your business duties. Your weekly off may not necessarily be for 2 days and not necessarily be on Sunday.



Signature of Candidate CNX/REC/ART/AGHR/APRLOI/2.5

Concentrix Services India Private Limited

Registered Address: 3rd Floor, Millennium Towers, ITPL Road, Brookefields, Bengaluru

Karnataka - 560037, India

91 80 41096000

CIN: U99999KA1995PTC052040

info@concentrix.com · www.concentrix.com



- 1.10 Post completion of 'Apprenticeship Training', and subject to availability of suitable positions then, you may be given an opportunity to be hired on the rolls of the company either full / part time, which would be purely based on the merit and performance demonstrated by you during your training period and passing the selection process.
- 1.11 Your period of 'Apprenticeship Training' shall also be considered as continuous service, which might enable you to apply for IJP applications once your training period is completed and can be considered for promotions as deemed fit including on merit. This is subject to availability of positions available / IJP released at time of completion of your training. However, this specific period of training shall not be considered for any statutory grant / benefits as full / part time employee.
- 1.12 The position held by you is of a strictly confidential nature. You shall not disclose to any unauthorized person, either during or after your contract with the Company, any information about the interest or business of the Company or any affiliated Companies or any information pertaining to their clients and/or with the end consumers of our clients the information you may have acquired while on the contract of the Company.
- 1.13 You shall not communicate to public papers, journals, pamphlets or leaflets, any information or documents, official or otherwise relating to the Company except with the prior approval of the Company.
- 1.14 All Company Assets such as including but not limited to Laptop, ID Badge, Corporate Credit Card, Headsets and Adaptor etc. needs to be returned on or before Last Day of Employment (LDE). The employee must return the above mentioned and applicable Company assets upon demand. The employee must abide by the clauses of Undertaking Cum Declaration signed by him at the time of issuance of the Company assets. In case, employee does not return any Company asset before LDE, the Company shall be entitled to injunctive relief and to specific enforcement of the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity.
- 1.15 Upon termination of the contract from the Company, you shall return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.
- 1.16 You will abide by the information security policy of the company and all the rules and regulations contained therein.
- 1.17 Information pertaining to the Company's operations shall remain confidential and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc. shall be executed by you.
- 1.18 During the period of your contract you may come across a lot of information related to the clients that the Company deals with and/or with the end consumers of our clients; any such information is strictly confidential and you shall not disclose it to any unauthorized person.
- 1.19 The Company expects you to respect all matters, which are Intellectual Property Rights of your current employer, and strongly discourages you to bring into the organization, manuals, documents, papers, memos, and files etc., which are classified.





- 1.20 All communication between yourself and the Company shall deemed to have been effectively served if delivered to you personally or sent to the current residential address already mentioned here in the letter. You shall inform the Company about any change in the residential address in writing within 3 working days and get the acknowledgement. In the event of failure on the employee's part to discharge this obligation, the service of any communication shall be deemed to be complete and effective on the address mentioned herein.
- 1.21 All benefits including leaves in your case shall be govern as per applicable Apprentices Act, 1961 and the Apprenticeship Rules, 1992. Beyond this, it would be complete discretion of the management of company.
- 1.22 You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- 1.23 Any and all the terms and conditions of service may be modified or changed at the Company's discretion. Please sign the copy of this letter and return it to us as an indication of your interest in joining us on the given date. Please note that your Apprenticeship contract stands confirmed only after you complete your joining formalities on the reporting date.

The terms of this letter are strictly confidential between you and the Company.

Yours sincerely,

Signature Not Verified

Digitally signed by DS CONCENTRIX SERVICES INDIA PRIVATE LIMITED 3 Date: 2024.06.12 00:23:48 +05:30 Reason: Concentrix Hiring Location: Pune

Authorized Signatory (Please Sign above)

I agree to accept the contract of apprenticeship on the above-mentioned terms and conditions. I will report for duty on 14/06/2024

| Candidate Name | : Aishwarya Rajshekhar Nimbal |
|-----------------------|-------------------------------|
| Candidate's Signature | : |
| Date | s |



CNX/REC/ART/AGHR/APRLOI/2.5



Private & Confidential Date: 07/05/2024

VEENAGAYATRI RAVI VISHWAKARMA

SR NO 10 GANESH NAGAR GOWLI WADA NEAR VIJAY AUTO CENTER

YERWADA, PUNE, MAHARASHTRA -411006

APPOINTMENT LETTER

| Dear <u>VEENAGAYATRI RAVI VISHWAKARMA</u> . |
|--|
| Subsequent to the meetings between Concentrix Daksh Services India Private Limited (hereinafter, 'Concentrix'/'Company') and you, we are pleased to make an offer of employment on the following terms and conditions. Your compensation and benefits are detailed in the attached Annexure. |
| 1. Appointment |
| 1.1 You shall be appointed to the position of Representative, Operations in Comp Grade 12. This would be your Social Job Title and your Job profile, would be Advisor I, Customer Service Any change in your Social Job Title / Job profile will be at the discretion of the Company, depending upon the work assigned to you. Job profile must be used for all internal communication and in your e-mail signature. Social job title can be used for business cards and LinkedIn. You may use your Job profile for social purposes as well. |
| 1.2 Your initial place of work shall be Pune . |
| However, your services are transferable to any other role, competency, place or office of the Company or to any subsidiary or associate company, whether now existing or still to be formed. Such transfer/deputation will be in accordance with the Company's rules being in force at the time. On transfer or assignment, you will be governed by the Rules, Regulations and Conditions of Service applicable to that location or role. Refusal to accept such transfer or assignment may lead to disciplinary action including but not limited to termination of your employment. |
| 1.3 Your appointment will be effective from 13/05/2024 or at an earlier date as mutually agreed, subject to your completing the on boarding formalities. You are required to submit all the documents (as per the Mandatory Document Checklist) before 10/05/2024 failing which the Company reserves the right to withdraw this |
| offer letter and/or cancel your appointment. If this date is not suitable, please contact us immediately at sakshi.pillay@concentrix.com to seek an alternative date on which to submit all required documents. |
| Please note that the offer will be withdrawn at the Onboarding date if you do not notify us of your acceptance or we are unable to agree to an alternate joining date. |

1.4 On on-boarding / joining you shall report to HR Representative or any other person nominated by him/her.

Concentrix Daksh Services India Private Limited

Registered Address: Hindustan Times House, Level 10, K G Marg, Connaught Place

New Delhi- 110001, India

91 11 68137745

CIN: U72200DL1999PTC102972

Signature of Candidate
CNX/REC/ART/AGHR/AFTE/6.5



1.5 As per Company regulations you are required to furnish before joining, documentary proof of your last drawn salary, educational qualifications and work testimonials and also that you are free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date. (Document Checklist)

2. Terms and Conditions:

2.1 Valid Passport:

(A) Comp Grade 12 & 11: Clause 2.1.1

If you are an Indian citizen, it is a condition of your employment that you hold a valid passport on the day of joining. If you do not hold a valid passport on the date of joining, you must apply for a passport and submit copy of your passport within 180 days from your date of joining. Failure to do so may lead to termination of your employment.

(B) Comp Grade 10: Clause 2.1.2

If you are an Indian citizen, it is a condition of your employment that you hold a valid passport on the day of joining. In the absence of a valid passport, proof of having applied for passport should be submitted on the day of joining and a copy of your valid passport should be submitted within 90 days from date of joining. Failure to do so may lead to termination of your employment.

- 2.1.3 If you are not an Indian citizen, you will be required to submit evidence of your authorization to work in India, along with any other proof of identity that the Company may require. It is a condition of your employment that you maintain such authorization to work in India for the duration of your employment (unless you are permanently transferred to an office outside India).
- 2.2 While in the employment of the Company, you may be required to undergo mandatory on-the job training/s as per applicable policies and procedures of the Company, at the end of which an assessment may be conducted. If you do not clear the assessment then the Company reserves a right to either:
- a) Require you to undergo another training program; or
- b) Offer you a transfer to an alternate process (which may have a reduced pay structure) if declared "Not Suitable" for the process you were originally hired for. Please note that in the event of you not consenting to the transfer to the alternate process or to the reduced pay structure your services may be terminated; or
- c) Terminate your services.
- 2.3 The compensation offered to you is based on your employment history credentials including your prior work experience, the type of industry and compensation offered to you by the previous employer. If you are unable to produce documentary evidence (Please see the Document Checklist in the Annexure) to substantiate the same, your compensation shall be modified and the compensation offered in this Appointment letter shall no longer be valid
- 2.4 Your employment with the company shall at all times be subject to the receipt of satisfactory reference / verification checks, which may include criminal, financial and any other background checks as required by the Company based on its business requirements. The Company will terminate your employment in the event of an unsatisfactory background check. In the event of negative background verification, the company at its sole option,

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may allow you to provide justification / explanation for re-verification with supporting documents, in response to its show cause notice, so issued. In such event, you will be put on 'Leave without pay' from the date of issue of show cause notice until the revised findings are received for final closure of the case.

- 2.5 The Company may, at its sole discretion, also require you to undergo a drug test at any time. If such drug test indicates use of an illegal drug or a non-medically prescribed controlled substance and/or alcohol dependence, the Company reserves the right to take suitable action against you, including but not limited to termination of your services.
- 2.6 The Company may pay you such fixed amount/ stipend as it may so decide, during the period of your undergoing structured process/ product and other essential training sessions. Performance incentive will be applicable to you only after you commence regular working in operations.
- 2.7 The initial period of probation is 365 days from your date of joining. You will be deemed to be confirmed at the end of the probation period unless communicated otherwise, through normal and accepted modes of employee communication within the company.
- 2.8 During the period of probation, your services may be terminated by either party giving the other 15 Days notice or gross salary in lieu thereof. The Company reserves the right to waive the notice period. The Company also reserves the right to relieve you immediately and pay you gross salary for the notice period. However, no such notice or notice pay shall be payable in case your services are terminated on account of failing the background check, for misconduct or if you are unable to provide sufficient documentary evidence to establish your employment history credentials.
- 2.9 After confirmation and thereafter, your services may be terminated at any time by either party giving the other a 30 Days notice or gross salary in lieu thereof. The Company reserves the right to waive the notice period. The Company also reserves the right to relieve you immediately and pay you gross salary for the notice period. However, due to exigencies of business, the Company at its sole discretion may not agree to take the gross salary in lieu of notice and ask you to serve the entire or part of the notice period. No such notice or notice pay shall be payable by the organization in case your services are terminated on account of any misconduct by you.
- 2.10 In the event that you are transferred by the Company to another position (which may include transfer to a new role, competency, or office) or location of the Company, the terms and conditions applicable to the new position or location (including, but not limited to the compensation and benefits, allowances, entitlements, rules, regulations and conditions of service of such new position or location) shall apply to you.
- 2.11 You will automatically retire on attaining the age of 60 years. The age as declared in your application shall be binding on you.
- 2.12 While in the employment of the Company, you are in no way allowed to be employed by any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.
- 2.13 You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business or activities of the Company. You agree to disclose fully to the Company any such interest or circumstances which may arise during your employment.
- 2.14 You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and authorized by the Company to assign such duties and responsibilities.
- 2.15 All Company Assets such as including but not limited to Laptop, ID Badge, Corporate Credit Card, Headsets and Adaptor etc. needs to be returned on or before Last Day of Employment (LDE). The employee must return the above mentioned and applicable Company assets upon demand. The employee must abide by the clauses of Undertaking Cum Declaration signed by him at the time of issuance of the Company assets. In case, employee does not return any Company asset before LDE, the Company shall be entitled to injunctive relief and to specific enforcement of the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity.

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- 2.16 You are expected to maintain an acceptable level of performance during your tenure with the organization. Failure to meet expected standards may lead to initiation of Performance Improvement Plan and/ or termination in case of no improvement in performance.
- 2.17 The company will work 7 days a week, 24 hours a day. You will be required to work up to 48 hours a week and such other hours as may be reasonably required to complete your business duties. Your weekly off may not necessarily be for 2 days and not necessarily be on Sunday.

3. Confidentiality

- 3.1 The position held by you is of a strictly confidential nature. You shall not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated Companies or any information pertaining to their clients and/or with the end consumers of our clients the information you may have acquired while in the employment of the Company.
- 3.2 You shall not communicate to public papers, journals, pamphlets or leaflets, any information or documents, official or otherwise relating to the Company except with the prior approval of the Company.
- 3.3 Upon separation from the Company, you shall return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.
- 3.4 You will abide by the information security policy of the company and all the rules and regulations contained therein.
- 3.5 Your individual remuneration is purely a matter between yourself and the company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.
- 3.6 Information pertaining to the Company's operations shall remain confidential and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc, shall be executed by you.
- 3.7 During the course of your employment you may come across a lot of information related to the clients that the Company deals with and/or with the end consumers of our clients; any such information is strictly confidential and you shall not disclose it to any unauthorized person.
- 4. The Company expects you to respect all matters, which are Intellectual Property Rights of your current employer, and strongly discourages you to bring in to the organization, manuals, documents, papers, memos, and files etc., which are classified.
- 5. All communication between the employee and the Company shall deemed to have been effectively served if delivered to you personally or sent to the current residential address already mentioned here in the letter. You shall inform the Company about any change in the residential address in writing within 3 working days and get the acknowledgement. In the event of failure on the employee's part to discharge this obligation, the service of any communication shall be deemed to be complete and effective on the address mentioned herein.
- 6. This appointment is based on the information supplied by you in your application for employment and will otherwise be treated as null and void if a material error, in the Company's opinion is discovered and/or due to non-disclosure of relevant information about you to the company.

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- 7. The Benefits provided by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.
- 8. Your continuance in employment is subject to your maintaining clean criminal and financial records.
- 9. Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.
- 10. You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- 11. "Female employee will be eligible for all the benefits, as applicable under the provisions of the Maternity Benefit Act, 1961, and the Rules made there-under, as amended from time to time.
- 12. Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.

It is highly recommended that before you begin your journey with Concentrix, please visit the website www.concentrix.com. 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 Concentrix, we're changing the world every day and we will be delighted to have you as part of our team.

Please sign the copy of this offer letter and return it to us as an indication of your interest in joining us on the given date. Please note that your employment stands confirmed only after you complete your joining formalities on the reporting date. This offer is liable to be withdrawn based on business requirements at any time prior thereto.

The terms of this offer are strictly confidential between you and the Company.

Yours sincerely,

Signature Not Verified
Digitally signed by DS CONCENTRIX DAKSH ERVICES INDIA PRIVATE LIMITED
6
Date: 2024.05.07 14:11:53 +05:30
Reason: Concentrix Hiring
Location: Pune

Authorized Signatory (Please Sign above)

I agree to accept employment on the above-mentioned terms and conditions. I will report for duty on 13/05/2024.

Candidate Name : VEENAGAYATRI RAVI VISHWAKARMA

Candidate's Signature :

Date :





| Name : | | VEENAGAYATRI RAVI VISHWAKARMA | | | | |
|-------------|-----------------------------------|---------------------------------|-------------------------------------|-------------|------------|------------|
| Designation | on : | Representative, Operations | | | | |
| Comp Gra | Grade : 12 | | | | | |
| | | Annexure | - A | | | |
| 01 | Assured Gross Salary | | Monthly | Annual | | |
| | Basic S | alary | Rs. 13,929 | Rs. 167,143 | | |
| | House F | Rent Allowance | Rs. 3,478 | Rs. 41,731 | | |
| | Employe | er's contribution to ESI *** | Rs. 661 | Rs. 7,929 | | |
| | Employer's contribution to PF *** | | Employer's contribution to PF *** | | Rs. 1,671 | Rs. 20,057 |
| | Statutory Bonus/Bonus**** | | Statutory Bonus/Bonus**** Rs. 2,925 | | Rs. 35,100 | |
| | Total As | ssured Gross | Rs. 22,663 | Rs. 271,960 | | |
| 02 | Variable | e Earnings***** | Monthly | Annual | | |
| | Monthly | Incentive Maximum | Rs. 2,500 | Rs. 30,000 | | |
| | Variable | e Earnings [Minimum] | Rs. 0 | Rs. 0 | | |
| | Variable | e Earnings [Maximum] | Rs. 2,500 | Rs. 30,000 | | |
| 03 | Gratuity | /*** | Rs. 670 | Rs. 8,040 | | |
| 04 | Earning | Potential [1 + 2 + 3] | Monthly | Annual | | |
| | CTC wi | th variable earnings at minimum | Rs. 23,333 | Rs. 280,000 | | |
| | CTC wi | th variable earnings at maximum | Rs. 25,833 | Rs. 310,000 | | |

***Statutory Contributions:

All Statutory Contributions / Deductions [Only to the extent applicable] will be made and deposited with relevant authorities as per the statutory requirements. All applicable tax liability will be borne by the employee as per relevant statutory tax rules.

Gratuity will be governed by the Payment of Gratuity Act, 1972 (as and when ammended)

****Statutory Bonus/ Bonus:

This is in adherence to the statutory amendments as applicable & is payable monthly through the payroll.

*****Variable Earnings:

This forms a part of the variable pay programs and is as per the defined Company Policies. The management reserves the right to modify/ amend/ withdraw/ continue with the plans at its discretion. Performance Bonus is subject to individual performance and shall be paid - monthly/quarterly/annually as defined in the program subject to your meeting the criteria set for specific process where you have been deployed for that period. Performance Bonus and/or any other performance related incentive(s) paid will be adjusted against Statutory Bonus payable as per the Payment of Bonus Act as applicable at the time of payment.

Additional Benefits:

Hospitalization, Life Insurance and Accident Coverage as per applicable Company Policies.

This is an information statement only that does not create a contract or any legal rights. Your compensation and the various constituents are governed by the terms of Concentrix Daksh Services India Private Limited compensation plans and programs, which may be changed or withdrawn at the sole discretion of Concentrix Daksh ServicesIndia Private Limited, based on company policy and applicable law. If you believe the data shown is inaccurate, please notify your manager. This statement contains personal information, please handle appropriately.

Yours Sincerely,

Signature Not Verified

Digitally signed by DS CONCENTRIX DAKS-Date: 2024.05.07 14:11:55 +05:30 Reason: Concentrix Hiring Location: Pune ERVICES INDIA PRIVATE LIMITED 6



Concentrix Daksh Services India Private Limited

I agree to accept employment on the mentioned terms and conditions.

Name: VEENAGAYATRI RAVI VISHWAKARMA

Date [DD/MM/YY]:

Signature of Candidate :

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Deloitte Consulting India Private Limited 10th floor, Block 1, Wings 1 & 2 International Tech Park Pune (Kharadi) Grant Road, Kharadi, Pune 411014, Maharashtra.

www.deloitte.com

oct 21, 2024

Ms. Heeral Rajesh Madiani 270/271 Rasta Peth Shanti Sarowar Bldg, Opp. Sundar Nivas, Pune, 411011 India

Subject: Offer of Employment

Dear Heeral Rajesh Madlani:

On behalf of **Deloitte Consulting India Private Limited** (the "Employer" or "Company"), I am pleased to confirm our offer of employment to you as **Associate Analyst** based in **Pune**.

We extend this offer, and the opportunity it represents, with great confidence in your abilities. You have made a very favorable impression with everyone you met and we are excited with the prospect of you joining our organization on **November 25**, 2024.

You will be required to register with the National Apprenticeship Training Scheme "NATS" as an Apprentice (As defined under the NATS) and the employment confirmation is subject to probation period of 12 months (from **November 25, 2024** to **November 25, 2025**). During the probation period you will be evaluated on various trainings and performance criteria. Upon successful completion of probation period your employment will be confirmed.

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

As part of your annual compensation, you will receive a Total Salary of Rs./₹ 325,008/- and, will be eligible for a end term bonus of Rs./₹ 32,500/- upon successful completion of your probation period. Any amounts paid will be subject to statutory and other deductions as per Employer policies and practices. The details of your compensation breakdown are provided in the attached Annexure A.

As an incentive to join the Company, you are eligible to receive a joining bonus of Rs./₹ 25,000/- subject to your reporting for full-time employment on November 25, 2024. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within 12 months of your start date.

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

Your employment with us during the probation period of 12 months and post successful completion of the probation period and confirmation of employment will be governed by the Terms and Conditions as detailed in Annexure B, as well as any and all rules, regulations, guidelines, policies and practices of the Employer, which may be amended from time to time. Deloitte LLP and its U.S.-based subsidiaries (the "Deloitte U.S. Firms") requires their employees to make the necessary representations regarding independence and other matters, as the Employer is a subsidiary of Deloitte LLP. Accordingly, this offer is conditional upon you agreeing to make such representations under the Employer's Independence Representations requirements, as further explained in Annexure B

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

Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telaegana, India GST Reg No: 36AABCD0476H1ZT CIN: U72900TG2000PTC039976

This is a system generated offer

Page 1 of 18

In compliance with applicable laws, Deloitte India (Offices of the US) provides its professionals with home pick-up and drop transport services within **pre-defined** boundary if their shift timings are between 8:30 p.m. - 6:00 a.m. in Hyderabad, 9:00 p.m. - 6:00 a.m. in Mumbai, Pune; 7:00 p.m. - 6:00 a.m. in Gurugram, 8:00 p.m. - 6:00 a.m. in Bengaluru, Chennai, and Kolkata

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

Heeral Rajesh Madiani, everyone you have interviewed with joins me in extending to you congratulations and warm regards. We look forward to you joining our team.

Sincerely,

By:

For Deloitte Consulting India Private Limited

Best regards,

Pooja Madriani
Orazinianaszasa
Signature

Authorized Signatory

Acceptance

I, Heeral Rajesh Madlani, hereby accept the terms and conditions of this employment offer.

Please sign and date your Acceptance

Oct 21, 2024

Signature

Date



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2024;10:21:06:21:16:-07:00



Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Ranga Reddy District, Hyderabad - 500032, Telungana, India GST Reg No: 36AABCD0476H1ZT CIN: U72900TG2000PTC039976

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Annexure A

Ms. Heeral Rajesh Madlani

Associate Analyst

| Description | Monthly (Rs. per month) | Annual (Rs. per Annum) |
|-------------------------------|----------------------------|---------------------------|
| Basic Pay | 9,500 | 114,000 |
| House Rent Allowance (HRA) | 4,750 | 57,000 |
| Special Allowance ta & 1b | 4,805 | 57,660 |
| Leave Travel Allowance2 | 950 | 11,400 |
| Differential Allowance | 3,079 | 36,948 |
| Meal Card3 | 2,200 | 26,400 |
| Employer's contribution to PF | 1,800 | 21,600 |
| Total Salary (in Rs.) | 27,084 32 | |
| Medical Insurance Premium4 | 3,014 | 36,167 |
| | | |

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

Contd/-...



Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowii Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India GST Reg No: 35AABCD0476H1ZT CIN: U72990TG2900FTC039976

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Annexure A

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

Employee Level -Associate Analyst 1ª Communication Expenses

16 Fuel Expenses

Only one Post paid mobile, one Land Phone and One Internet connection bill(s) can be claimed.

Rs./₹ 3,000/- per month

Petrol / Driver / Insurance / Repairs & Maintenance

0.000

Rs./₹ 7,500/- per month

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

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

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

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

You may also be eligible to either a One-time Stipend or a temporary lodging basis joining the registered office location, you will receive a survey from Deloitte prior to your joining.

You may select the best option for availing the relocation assistance. If an employee who has availed this reimbursement decides to quit within 18 months from the date of relocation claim for whatever reason, the relocation reimbursement paid to the employee will be recovered in full, from the employee's full and final settlement.

By joining the Company, you will become a member under the 'Deloitte USI Employees Welfare Trust' and may be required to make a nominal contribution as a member.

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

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

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

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Regd. Off.: Floor 4, Deloitte Tower 1, Survey No. 41, Gachtbown Village, Ranga Reddy District, Hyderabad - 500032, Telangana, India GST Reg No: 36AABCD0476H1ZT CIN: U72900TG2000PTC039976

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¹⁸ The internet/telephone/mobile bills should be in the Employee's name.

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

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

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



Heeral Rajesh Madlani

Pune

Annexure B

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Employment Agreement")

In consideration of my employment by Deloitte Consulting India Private Limited, an Employer incorporated under the provisions of the Companies Act, 1956 and having its registered office 10th floor, Block 1, Wings 1 & 2 International Tech Park Pune (Kharadi) Grant Road, Kharadi, Pune 411014, Maharashtra. (the "Employer") as Associate Analyst and other valuable consideration, I acknowledge and agree that:

PRELIMINARY MATTERS

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

PROTECTION OF OUR BUSINESS

- 3. Reporting of Proceedings. Except as provided by law and except as I have disclosed in writing on Exhibit C to this Agreement, I represent and warrant that I have no Proceedings to report. Should I become a subject of any Proceedings during my association with the Employer, I agree to immediately report, in writing, all relevant facts to the Chief Talent Officer of Deloitte LLP, the Regional Talent Director of the Employer, and the Chief Ethics and Compliance Officer of Deloitte LLP. I understand that my responses are subject to audit and review by the Employer and others in accordance with applicable professional, ethical, legal, or Employer requirements, rules, regulations, policies, or practices, or other requests.
- 4. Confidentiality. I acknowledge that, by virtue of my Employment, I will acquire and be exposed to, have access to, make use of and/or create Confidential Information. Therefore, I agree to hold in trust and confidence all such Confidential Information. I will neither disclose any such Confidential Information to anyone outside a Deloitte Entity without the prior written approval of an Authorized Signatory, except as required by my authorized duties for the Employer, nor use any such Confidential Information for any purpose other than for the benefit of a Deloitte Entity.
- 5. Third Party Information and Property. I agree that during my Employment, I shall not use or disclose any confidential information or intellectual property of any former employer or other person or entity without the prior written authorization of such employer, person or entity and the prior written consent of an Authorized Signatory. If I were to use or disclose any such Confidential Information or Intellectual Property without prior consent, and any of the Deloitte Entities become the subject of any claim from a third party regarding such unauthorized use or disclosure, I agree to hold harmless and indemnify the Deloitte Entities for any legal defense costs and/or damages related to any such claim.
- 6. Authorization. Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific authorization, delegation, or power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.
- 7. Competing Activities and Conflict of Interest. During the period of my Employment I will not, directly or indirectly, participate in or in any way render services or assistance to any business that is or may be competitive with a Deloitte Entity, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of a Deloitte Entity, or otherwise create a conflict, or the appearance of a conflict, of interest with a Deloitte Entity. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of a Deloitte Entity, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having an undisclosed relationship, with a family member or other individual who is employed or

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associated with any entity in active or potential competition with a Deloitte Entity, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

8. Authorization to Access Systems and Electronic Communications and use of Deloitte Property. I understand that while employed with a Deloitte Entity, I will use and have access to the Systems. I also acknowledge that aDeloitte Entity has the right at any time to access, retrieve, delete, monitor, examine, use and/or disclose my Electronic Communications and information from (or about) me and the content, without notice to me, and that such Electronic Communications are considered part of a Deloitte Entity's business and client records and are not to be considered private or personal to me or any other Personnel. I further acknowledge that this right extends to Electronic Communications transmitted for either a business or personal purpose.

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

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

I will be responsible for the safe keeping and return in good condition and order of all the Deloitte Property that may be in my use, custody, care or charge. For the loss of any Deloitte Property in my possession or custody or for which I have been assigned responsibility, the Employer will have a right to assess on its own basis and recover from me, the damages in respect of such materials (out of the amounts due to me or otherwise) and to take such other legal action as it deems appropriate including termination of my employment without notice or payment in lieu thereof in the event of my failure to account for such material or property to its satisfaction.

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

10. Ownership of Works.

- a. I agree that the Employer owns all rights, title and interest in and to all Works.
- b. I agree that all Works are deemed works made for hire under India copyright or applicable laws or equivalent laws of any applicable foreign jurisdiction, and all Intellectual Property Rights therein vest automatically in the Employer upon creation of the Works. I agree that, to the extent any Work is held not to be a work made for hire, I hereby irrevocably assign all Intellectual Property Rights in the Work to the Employer. Notwithstanding anything contained in Section 19(4) of the Indian Copyright Act, 1957, I agree that such assignment shall continue to be in force for perpetuity irrespective of whether or not the Employer exercises its rights as the assignee for any period of time.
- c. I will at all times, even after termination of my Employment, do whatever the Employer reasonably requests of me, at the Employer's expense, to document the assignment of any Works to the Employer or to assist the Employer in pursuing, renewing, extending or assigning any Intellectual Property Rights, and otherwise perfecting, protecting and enforcing said Intellectual Property Rights in, any Works. I agree that, as between me and the Employer, the Employer shall be the sole author, inventor, and owner of all such Works and Intellectual Property Rights therein throughout the world, and that the Employer shall have the sole right to seek copyright registrations, patents or trademark registrations, including all extensions and renewals thereof. I also hereby agree that I waive all moral rights in any Works.

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

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

d. During a 12 month period after termination of my Employment, 1 agree that any Intellectual Property 1 create or conceive that results from and is related to any work assigned to or performed by me for the Employer, or that was created using Deloitte Property, is a Work that is subject to Paragraph 10 (b) above. For purposes of clarification, the foregoing provision is in addition to, and not in limitation of, any rights and remedies the Employer may have under the applicable laws protecting Intellectual

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Property of the Delaitte Entities.

- e. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Employer) of all Works developed by me during the period of my employment with the Employer, which records shall be available to and remain the sole property of the Employer at all times.
- 11. Pre-existing Creations; Personal Creations. My obligations in Paragraph 10 do not apply to Pre-existing Creations and Personal Creations. I warrant and agree that I have listed on Exhibit B all Pre-existing Creations. I acknowledge and agree that I will not assert any ownership rights against the Deloitte Entities, or their respective clients, with respect to any Pre-existing Creations unless they appear on Exhibit B, and Exhibit B has been accepted and agreed to by an Authorized Signatory who has signed at the bottom of such Exhibit B. I further agree that I shall not use any Pre-existing Creations or Personal Creations in connection with my Employment without the prior written consent of an Authorized Signatory. To the extent that I use any Pre-existing Creations or Personal Creations in connection with my Employment, I agree that, except as otherwise provided in a written agreement executed by me and the Employer, I hereby grant to the Employer an irrevocable, royalty free, perpetual, fully paid up, transferable, sub-licensable license to use, reproduce, distribute, display, perform, modify and create derivative works of and otherwise exploit such Pre-existing Creations or Personal Creations for any purpose including, but not limited to, client engagements.
- 12. Post- Employment Restrictions re: Clients. I acknowledge that, because of the nature of my work for a Deloitte Entity, my solicitation or serving of certain clients related to my work for a Deloitte Entity would necessarily involve the unauthorized use or disclosure of Confidential Information, and the proprietary relationships and goodwill of the Deloitte Entities, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or another Deloitte Entity with the applicable laws, rules and regulations of a U.S. or India regulatory body or other independence-related requirement of a regulatory body. Accordingly, during the period of my Employment and for a period of one year thereafter, I will not, directly or indirectly, solicit or provide services to any existing client of a Deloitte Entity with which I had personal contact and provided services during the two-year period prior to termination of my Employment.
- 13. Exceptions to Post- Employment Restrictions re: Clients. I understand that the obligations of Paragraph 12 will not apply for a period of three (3) years after my start date or the date of my promotion or transfer to clients of a Deloitte Entity and/or certain specified kinds of services rendered to such clients that meet all of the following criteria: (a) are personal clients of mine who came to a Deloitte Entity solely to avail themselves of certain specified kinds of services rendered by me and only as a result of my own independent recruitment efforts, which a Deloitte Entity neither subsidized nor otherwise financially supported as part of a program of client development, (b) are listed on Exhibit D expressly by name with respect to client and with sufficient specificity with respect to the kinds of service(s) that I will be permitted to render, and (c) are accepted and agreed to as to their listing on Exhibit D by an Authorized Signatory who has signed at the bottom of such Exhibit. I agree that after a period of three (3) years from my start date or the date of my promotion or transfer the Employer will have invested sufficient time, financial support and effort in developing and serving the clients listed on Exhibit D to support the application of the obligations of Paragraph 12 to those clients.
- 14. Future Employment with Clients. Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of a Deloitte Entity. Before entering into substantive discussions with an Attest Client regarding any employment opportunity, I acknowledge and agree that during my Employment and for five years thereafter I must first notify Independence and obtain prior written approval from Independence. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision (a) in an effort to ensure the full compliance of the Deloitte Entities with applicable U.S. and India laws, rules, and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the Deloitte Entities or their respective Attest Clients under applicable U.S. or India laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with an Attest Client. Further, I acknowledge and agree that because of, among other things, the importance of the Deloitte Entities remaining in compliance with applicable independence rules, such approval may be withheld by Independence in the event that my employment with an Attest Client would, in the view of Deloitte LLP, be inconsistent with applicable laws, rules and regulations or jeopardize the independence of a Deloitte Entity with respect to such Attest Client.
- 15. Restrictions re: Personnel and Contractors. I acknowledge that, because of the nature of my work for a Deloitte Entity, my solicitation or hiring or of any of its Personnel or contractors of the Deloitte Entities, or my participation in their hiring, admission or retention, would necessarily involve the unauthorized use or disclosure of Confidential Information or the proprietary relationships and goodwill of the Deloitte Entities. Accordingly, during my Employment and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any Personnel to leave a Deloitte Entity, or to join any firm or business with which I may be or become affiliated; (b) participate in the hiring or admission of any Personnel; or (c) cause a contractor of a Deloitte Entity to cease providing services to, with, or on behalf of the Deloitte Entity.
- 16. Post- Employment Restrictions re: Delaitte Property. Upon termination of my Employment: (a) I will not use or disclose Delaitte Property, including, but not limited to, Confidential Information and Works, for any purpose; (b) I will not retain or take with me any Delaitte Property; (c) I will immediately deliver to a Delaitte Entity at any location that it designates, at my expense, within one business day after the termination of my Employment or on an alternate date designated by a Delaitte

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Entity, any Deloitte Property that I may then or thereafter hold or control; and (d)I agree to allow a Deloitte Entity to Inspect any of my personal or home computers, Including smart phones, tablet computers, or any device, media or location capable of storing electronic data, to determine whether any Deloitte Property resides on such computers and to permit a Deloitte Entity to remove such Deloitte Property.

OTHER POST- EMPLOYMENT OBLIGATIONS

- 17. Transition of Work and Cooperation. Upon termination of my Employment for any reason, I will cooperate with a Deloitte Entity in all matters relating to the completion of pending work and its orderly transfer. I will also cooperate fully with a Deloitte Entity in connection with any threat of or actual legal proceeding against a Deloitte Entity or any client, customer or licenser of a Deloitte Entity arising out of any matter with or of which I had contact or knowledge during my Employment.
- 18. Notification of Post-Employment Obligations. I agree that prior to accepting employment or affiliation with another firm or business I will advise such firm or business of my duties and obligations under this Employment Agreement. After my Employment ends, I agree that a Deloitte Entity shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Employment Agreement.
- 19. Certification. I agree that during or after my Employment I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations hereunder, including, without limitation, those obligations set forth in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement.

OUR ENFORCEMENT RIGHTS AND REMEDIES IN THE EVENT OF A BREACH

- 20. Equitable Relief and Attorney's Fees. I acknowledge and agree that a breach of this Employment Agreement, including, but not limited to, a breach of my duties and obligations under the terms and conditions of Paragraphs 4, 5, 7, 8, 9, 10, 12, 14, 15 or 16 would cause irreparable harm to the Deloitte Entities and that, in addition to other remedies, the Employer on behalf of itself or another Deloitte Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, a Deloitte Entity will be entitled to the payment of the Deloitte Entities' reasonable costs and attorney's fees incurred in enforcing this Employment Agreement. I also acknowledge that, to the extent permitted by law, the Employer may request that a court extend the one year period following the termination of my Employment, as provided in Paragraphs 12 and 15, to correspond with the period that I participated in activities prohibited by Paragraphs 12 and 15.
- 21. Liquidated Damages: Client Fees. I agree that in the event of a breach under Paragraph 12, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtima, bonuses, and sales incentives, received by any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.
- 22. Liquidated Damages: Compensation. I agree that the precise amount of damages flowing from a breach under Paragraph 15 would be impracticable or extremely difficult to ascertain in an actual amount. Therefore, I agree that in the event of a breach under Paragraph 15, the Employer shall be entitled to receive, as liquidated damages, payment from me of an amount equal to the annual compensation, inclusive of overtime, bonuses, and sales incentives, received by or owed to any person who leaves the Employer in connection with my breach over his or her last twelve months at the Employer. Such amount shall be paid within thirty days from the mailing of a written notice to me advising of the amount due.
- 23. Right of Inspection. I agree to permit the Employer (or to use my best efforts to enable the Employer) to inspect my books and records (and the books and records of any entity which employs or is associated or affiliated with me), upon request and at reasonable times, to enable the Employer to confirm the calculations described above and to verify compliance with Paragraphs 12 and 15. The Employer shall keep confidential any proprietary information obtained, except as may be necessary or desirable to enable the Employer to enforce its rights under this Employment Agreement and except as may be required by any statute, court or administrative order to decree or government ruling or regulation.

MISCELLANEOUS



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- 24. Governing Law; Choice of Forum. This Employment Agreement is deemed to have been executed in the Employer's office in Pune, Maharashtra, India and will be construed and governed in accordance with the laws of the Republic of India without regard to its conflicts-of-law principles. You agree to submit to jurisdiction before any court of record in which the Employer's office to which you were assigned is located, or in which a breach of this Employment Agreement may occur, at the election of the Employer, and you waive any right to raise questions of personal jurisdiction or venue in any action the Employer may bring against you in any such court. You further agree to accept service of process/summons/legal notice from the Employer when that process/summons/legal notice is either sent to your last known address by certified mail or served by any other means permitted under the law of the jurisdiction in which the Employer may bring an action against you.
- 25. Modifications. My obligations hereunder may not be changed or modified, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by an Authorized Signatory.
- 26. Severability. Every provision of this Employment Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of the Employment Agreement.
- 27. Blue-Penciling. If any court determines that any provision of this Employment Agreement, or any part hereof, or the application of any such provision, or any part hereof, to any person or circumstance is unenforceable or void, such court shall have the power to modify such provision, or any part hereof, to the extent necessary to render it legal and enforceable while preserving its intent, or if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.
- 28. Waiver. None of my obligations under this Employment Agreement shall be deemed to have been waived by the Employer except if the giving of such waiver is contained in a written notice given to me and no such waiver shall be deemed to be a waiver of any other or further obligation I have under this Employment Agreement.
- 29. Entire Agreement. This Employment Agreement, the Employer's employment application, the Terms and Conditions of Service issued pursuant to the offer of employment and any documentation employing me or transferring me to the Employer, contain the entire understanding between me and the Employer or any other Deloitte Entity with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter, and no representations, warranties or other covenants exist with respect to such subject matter that are not contained or expressly referred to herein. Notwithstanding the foregoing, any written agreement between a Deloitte Entity and me with respect to the subject matter hereof that was signed by me prior to the effective date of this Employment Agreement shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the effective date of this Employment Agreement. In the event of a conflict between this Employment Agreement and the employment application or any other document purporting to set forth terms and conditions of my Employment, this Employment Agreement will control.
- **30. Transfer and Assignment.** Unless as the Employer shall otherwise determine, the rights, obligations and benefits of the Employer under this Employment Agreement, including but not limited to those rights and benefits relating to my post-Employment obligations set forth in this Paragraph 30 and in Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19 and 23 above, are transferred and assigned, in whole or in part (as the Employer shall determine) and without the need for my consent or the formality of documentation or prescribed processes, to (a) any *Deloitte Entity* in connection with my transfer to that *Deloitte Entity* or (b) any entity that acquires all or a part of the assets or business of the Employer. All provisions of this Employment Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me, and any *Deloitte Entity* to which I may be transferred during my *Employment*, provided, however, none of my duties or obligations under this Employment Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignments in violation of this Paragraph 30 shall be null and void.
- 31. Headings. The headings contained in this Employment Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Agreement.

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

For Deloitte Consulting India Private Limited

Poora Madnani

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Authorized Signatory

Authorized Signatory

Effective as of November 25, 2024, I accept all the terms and conditions of the Employer as stipulated in this Employment



Heeral Rajesh Madlani

Signature

Name



Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10 Sealed Time: 2024,10,21 06:21:16-07:00



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EXHIBIT A

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

Attest Client - attest client (or an affiliate of such client) of Deloitte & Touche LLP or aDeloitte Entity.

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

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

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

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

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

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

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

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

Independence - National Office (Independence) of Deloitte LLP.

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

Intellectual Property Rights - all rights, title and interest in Intellectual Property.

PCAOB - the United States Public Company Accounting Oversight Board.

Personal Creations – Intellectual Property that meet all of the following criteria: (1) it is conceived, developed, and created by me on my own time without using Deloitte Property or Personnel (during work hours), facilities, Confidential Information or Works of a Deloitte Entity, (2) it is unrelated to the actual or reasonably anticipated business or research and development of a

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Deloitte Entity, and (3) it does not result from any work performed by me and the Personnel (during work hours) for a Deloitte Entity.

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

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

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

Pre-existing Agreements or Arrangements – agreements or arrangements that (1) relate to any Pre-existing Creations; or (2) may affect my ability to comply with the requirements of this Employment Agreement, including all contractual and other restrictions or obligations with other parties, including any post-employment restrictions and required notifications to the extent applicable under 18 United Stated Code §207, CFR 3.104-4, and India laws, rules and regulations that may or will impose limitations on my professional activities during my Employment (such as any non-compete agreements with prior employers and the one-year ban on lobbying contacts).

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

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

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

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



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

EXHIBIT B

Pre-existing Creations; Pre-existing Agreements or Arrangements

I understand and agree that the Employer makes no attempt to verify my claim of ownership to any of the Pre-existing Creations listed, and makes no admission that any Pre-existing Creations listed are owned by me.

[If yes, please enter details below]

Yes, I do have Pre-existing
Creations, Pre-existing
Agreements or Arrangements

No, I do not have Pre-existing
Creations, Pre-existing
Agreements or Arrangements

Title Date Brief Description

<u>≠</u>

Oct 21, 2024

Date

Signature

Heeral Rajesh Madlani

Name (Print)

ACCEPTED AND AGREED TO:

Deloitte Consulting India Private Limited

Pooja Madnani

Pooja Madnani

Talent

Its:

Authorized Signatory

Oct 21, 2024

Date

Authorized Signatory

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

Sealed By: DS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10

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[none, unless otherwise specified]

Yes, I do have Proceedings to report

No, I do not have Proceedings to report



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

| Sign 😃 | Heeral Rajesh Madlani | Oct 21, 2024 |
|-----------|-----------------------|--------------|
| Signature | Name | Date |

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EXHIBIT D

Exceptions to Post-Employment Restrictions: re: Clients

[none, unless otherwise specified]

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

| 0 | Yes, I do have Post- <i>Employment</i> Restrictions re: Clients | |
|----------------|--|---|
| 0 | No, I do not have Post- <i>Employment</i> Restrictions re: Clients | |
| Name of Client | | Specified Kind of Services(s) Permitted |
| ACCEPTE | D AND AGREED TO: | |

Deloitte Consulting India Private Limited

Pooja Madinani

Pooja Madnani

Talent

Authorized Signatory

| Its: Authorized Signatory | Oct 21, 2024 | |
|-------------------------------------|-----------------------|--------------|
| | Date | |
| I have read and understood the Sign | above policy terms. | |
| <u>*</u> | Heeral Rajesh Madlani | Oct 21, 2024 |
| Signature | Name | Date |

Sealed By: OS DELOITTE CONSULTING INDIA PRIVATE LIMITED 10

An Authorized Signatory's signature of an Authorized Signatory Indicates his or her judgment that criteria in Paragraph 13 have been fully satisfied, the clients listed have been properly identified, and the kinds of services permitted have been described with sufficient

specificity,



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Terms and Conditions of Service

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

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

Terms of Service

1. COMPLIANCE WITH INDEPENDENCE, ETHICS AND OTHER REQUIREMENTS

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

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

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

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

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

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

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

3. HARRASSMENT POLICY

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

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4. WORKING HOURS, HOLIDAYS, LEAVES AND MATERNITY BENEFITS

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

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

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

5. RETIREMENT AGE

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

6. TRANSFERS

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

7. NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is **30 Days** during probation and **90 Days** upon successful completion of the probation period by either side and/or salary in lieu of notice period on part of the Employer only.

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

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

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

8. MISCONDUCT

Misconduct may include but is not limited to:

- . Irregular attendance: repeated or excessive absence, tardiness or early departures/ late comings without approval.
- Unreported or unapproved absence (including overstay of leave) for more than five consecutive days or deviation from assigned and accepted schedule for more than five days.
- This provision is not applicable for U.S. citizens (and citizens of any other country where enforcing Deloitte India (Offices of the US)'s mandatory retirement age would be prohibited by the laws of that country) for whom there is no mandatory retirement age.
- Falsification or manipulation in background verification process or employment records, employment information, or other records prior to or after joining the Employer.
- Falsification or manipulation of Deloitte Time & Expense (DTE).
- · Knowingly providing false statements, either verbally or in written form.
- Neglect of normal duties and functions.
- Practices such as reading personal materials during working time, having obscene or inappropriate posters or screen savers at your work station, playing games at your work station, etc.
- Continued discharge of work functions that do not meet the standards reasonably expected.
- · Breach of the confidentiality provision in the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment

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Agreement including disclosing to any unauthorized person any Confidential Information or PII.

- Willful Insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions
 of any member of management or any authorised person.
- Engaging in unapproved outside employment and activities as defined in APR 218 (US & IND) (https://deloittenet.deloitte.com/About/Policies/Admin/Pages/218 OutsideEmploymentActivities US.aspx).
- Installing, downloading, copying or duplicating any unauthorized or unlicensed software, programs, games, or attachments on any computer system of the Employer or of any Deloitte Entity or its clients.
- · Engaging in any illegal activities.
- · Workplace violence, including threats of physical violence.
- · Corporate credit card delinquencies.
- · Causing damage to the property of the Employer, any Deloitte Entity, its clients, or their respective personnel
- . Going on or abetting a strike in contravention of any law.
- Theft of any property belonging to another, the Employer or any Deloitte Entity, or their respective personnel, clients, or visitors
- Possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon in the workplace or at any Deloitte Entity sponsored event.
- · Corruption, fraud, or misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer or a Deloitte Entity as applicable.
- · Excessive personal use of the Employer's telephone, fax or computer systems.
- · Fallure to adhere to applicable laws.
- . Any act prejudicial to or in conflict with the interests of the Employer or a Deloitte Entity.

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

| Effective as of November 25, | 2024, I accept all the terms and conditions of the Employer as stipulated in these Terms and |
|------------------------------|--|
| <u> </u> | Heeral Rajesh Madlani |
| Signature | Name: |



TMPCON042461805

Model Contract of Apprenticeship Training for Major/Minor* Apprentices

1. Name and Registered Address of Establishment : Schmalz India Pvt Ltd (E12192700005)

Plot no. EL 38- "J' Block MIDC Bhosari-pune with Telephone no. & E-mail address

¹ 411026, Pimpri-ChinchwadPune, Maharashtra

: 020-4072535

: N/A

2. (a) Name of Apprentice (Block Letters) : SHARADA VITTHAL BIRAJDAR (A0424154918)

(b) Father's/Mother's /Spouse's Name

3. Address of apprentice : null, null, gaikwad nagar, dighi, null,

: Maharashtra, Pune, 411015, null,

: Pune, Maharashtra

4. Gender · Female

5. Date of Birth : 03-09-2003

6. (a) Whether belongs to SC/ST/OBC/PwD/ Minority : No

(b) Name of the Category : General

7. Educational Qualification (Highest) : Graduate Pursuing - BCA

8. (a) Category of Apprenticeship : Optional

(b) Name of the trade for which Apprentice is training : Guest Service Associate (Front Office) v 3.0

9. Apprenticeship Training duration (Total) : 360 Days (a) Duration of Basic Training : 2 Weeks

(b) Period of On-the-Job Training : From 02-05-2024 to 26-04-2025

10. Apprenticeship Training Location : Bhosari, Pune

(a) Name and address of facility where Basic Training is : N/A

to be provided

(b) Name and address of the facility where On-the-Job

Training is to be provided

: Schmalz India Pvt Ltd

Bhosari . Pune

Pune

Maharashtra

11. (a) Date of execution of contract : N/A

(b) Age of Apprentice on the date of execution of contract : 20 years, 7 months and 27 days

12. Is the establishment opting for benefits under NAPS*? *If yes, Annexure 2 to this contract will also be applicable.

*For DBT cases- Partial stipend support by the Government of India under NAPS will be limited to 25% of the stipend paid, upto a maximum of Rs. 1500 per month per apprentice during the apprenticeship training period.

For Non-DBT cases- Full stipend will be paid by the employer

13. Monthly stipend amount





| Year of training | Total stipend amount (in Rs.) | Break up of total stipend amount (in Rs.) | |
|---|-------------------------------|---|---|
| | | Employer's share out of col. 2 | Government of India's share out of col. 2(25% of stipend paid upto a maximum of Rs. 1500 per month per apprentice) |
| (a) During 1st year of training | 20000 | 18500 | 1500 |
| (b) During 2nd year of training | N/A | N/A | 0 |
| (c) During 3rd and 4th year of training | N/A | N/A | 0 |

The Establishment agrees and understands that the minimum monthly stipend amount is prescribed in the Rule 11(1) of Apprenticeship Rule, 1992. The Establishment confirms that the agreed monthly stipend amount entered above must be higher than these minimum rates

If the minimum rates are modified through legislation (either through modification of rules, or through modification of minimum wages payable) during the course of apprenticeship, this revised rates will apply as the minimum payable to Apprentice

14. (a) Name and Address of Guardian In case Apprentice is

under 18 years of age (Minor)

: N/A

(b) Relationship with the Apprentice

: N/A

15. (a) Whether Apprentice was identified through approved

Third Party Aggregator

: Yes

(b) Name of TPA (if applicable)

: YASHASWI ACADEMY FOR SKILLS

- 16. We, the Establishment, Apprentice/Guardian solemnly declare that we have read the Apprentices Act, 1961 and the Apprenticeship Rules, 1992 as amended from time to time, regarding the contract of apprenticeship training including obligations and terms and conditions contained in Schedule V and VI of the said rules and will comply with the same.
- 17. I, the Apprentice, declare that all details shared by me, including educational qualifications and other personal information shared, is correct and will provide original documents for verification at any time
- 18. We, the Establishment, have examined the Apprentice's information, including personal details, and will seek relevant documentation for verification as and when required.
- 19. In case of default by either the apprentice or the employer, we agree to compensate the other party as per the provisions of the Apprenticeship Rules, 1992 (Main Provisions of the Rules may be seen in the Annexure 1).
- 20. The Establishment, Apprentice/Guardian hereby also declares to comply with the terms and conditions of National Apprenticeship Promotion Scheme (NAPS), if applicable.



Signature of the Employer with seal

Signature of Apprentice

Signature of Guardian



FOR OFFICE USE ONLY

Contract Registration No. (To be given by the Office of the Apprenticeship Adviser) (Mandatory only for Registered Trades) : TMPCON042461805

Signature of Registering Authority (Apprenticeship Advisor) (Registration required for Designation trade only)



Annexure 1 Contract of Apprenticeship Training

Some provisions of the Apprenticeship Rules relating to the Contract of Apprenticeship Training are reproduced below for sake of convenience.

Both the Establishment and Apprentices have read and are bound by the provisions of the directions in have read the Apprentices Act, 1961 and the Apprenticeship Rules, 1992, which will apply to this Contract of Apprenticeship

- 1. The stipend for a particular month shall be paid by the tenth day of the following month. No deduction shall be made from the stipend for the period during which an apprentice remains on casual leave or medical leave. Stipend shall, however, not be paid for the period for which an Apprentice remains on extraordinary leave.
- 2. Where the Contract of Apprenticeship is terminated through failure on the part of the employer in carrying out the terms and conditions of the Contract (as notified under the Apprenticeship Rules, 1992), he shall pay to the apprentice compensation as determined by Apprenticeship Advisor.
- 3. In the event of premature termination of Contract of Apprenticeship for failure on the part of apprentice to carry out the terms and condition of the contract (as notified under the Apprenticeship Rules, 1992), the apprentice hereby guarantees to employer the payment of such amount as determined by the Apprenticeship Adviser as and towards the cost of training.



Annexure -2 | Covenants and conditions specific to NAPs scheme

- 1. For availing benefit under NAPS scheme, the course under which apprenticeship training is being provided, should be NSQF aligned.
- 2. Assessment and Certification shall be done jointly by the establishment and SSC/ NCVT/ other bodies as notified from time to time under NAPS guidelines.
- 3. The Establishment warrants and confirms that they have studied, understood and agree to comply with the guidelines that are applicable to Establishments that are part of the NAPS scheme. These guidelines are published at (https://www.apprenticeshipindia.gov.in) and maybe updated from time to time.

