



Offer Letter

Name: Sai Sai Kumar
Date: Tuesday, November 2, 2021

Dear Mr. **Sai Sai Kumar**,

We are glad to inform you that you have been selected for the position of **Business Development Trainee - Sales** in our organization with the Business Development Team for a **period of 6 weeks**, with an opportunity to be offered a permanent position of Business Development Associate at the end of the training period, based upon the following terms and conditions.

The **first 2 weeks of this training will be classroom training** at the Joining Location itself. It will then be followed by **4 weeks of "On-the-Job Training (OJT)"**, to be conducted at the OJT Training Location. Upon successful completion of the training and post your conversion, you will be posted in the Role Location as a Business Development Associate.

1. Employment Details:

Department:	Business Development (51000000)
Designation:	Business Development Trainee - Sales
Reporting Manager:	Rahul Raj (TNL201605108)
Reporting Time:	9:30 AM
Joining Location:	Byjus Chennai - Fourth Floor, New No 139, Old No 96, Prince Kushal Towers, AnnaSalai, Chennai -600002, Tamil Nadu
OJT Training Location:	Byjus - Chennai
Role Location:	Tirupati

2. Date of Joining: Your appointment becomes effective from the date of joining the services of the Company, which date shall be no later than **Tuesday, November 9, 2021**. Your work location after conversion to the role of Business Development Associate would be **Tirupati** or any other location as may be assigned by the Company. The Company reserves the right to transfer you to any location, as the Company may deem fit, from time to time.

3. Term: The term of this Agreement would be for a period of 1.5 months (approximately), commencing from your date of joining. This Agreement will automatically expire upon the completion of this term unless terminated earlier as per the provisions of Clause 12 of this Agreement.

4. Extension of Agreement: In case of a business requirement, this agreement may be extended by another 2 weeks (over above the 1.5 months) as mentioned in Clause 3. You shall be intimated by suitable means, as the Company deems fit. The decision of the Company, in this matter shall be final.

5. Background Check: The Company may, at its discretion, conduct background verification, prior to or at any time after commencement of this Agreement, to verify, including but not limited to, your professional certifications, designations or licenses, educational background, identity, proof of age, address, past work experience (if any) and criminal records. You hereby provide your express consent to the Company for conducting such background checks. This Agreement is subject to validation of any information provided by you to the Company and to the satisfactory outcome of the pre-employment screening activities (including background verification and criminal history check).

6. Offer of Permanent Position: It shall not be obligatory on the part of the Company to offer a permanent position to you on expiry of this

Agreement. This offer of employment will be subject to the satisfactory performance during training and also subject to production of necessary documents including educational and professional certificates and may be rescinded in the event such necessary documents are not provided to the Company. Upon satisfying the above conditions, conversion to the role of BDA will be done with a compensation of 10LPA (7LPA fixed + 3LPA variable) for the role of BDA - Direct Sales. However, the Company may at its sole discretion and its business requirements may decide not to extend an offer of employment. Moreover, if the Company finds that you have achieved your training target through improper means resulting in the reduction of your achieved revenue, the Company will have the right to terminate your employment even after the permanent position has been offered.

7. Cost to the Company: Your compensation is INR 25000 per month. You are also eligible for a performance pay up to INR 2,00,000/- based on your individual targets and performance numbers during your training period.

8. Deductions: The Company shall be entitled to deduct from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

- (a) Provident Fund;
- (b) Income tax deducted at source at the rates applicable;
- (c) Employment / professional taxes;
- (d) Dues to Company including loans and advances; or
- (e) Any other applicable statutory deductions

The income tax liability with regards to your salary and perks will be your liability, and will be governed by the applicable tax laws of the country as applicable from time to time.

9. Expense Reimbursement: In addition to the aforementioned salary, you shall be paid the expenses incurred by you on behalf of the Company or its clients as authorized, in connection with the duties executed by you, and upon presenting supporting vouchers/documents. The Expense Policy applicable to you will be shared with you on joining.

10. Company Policies: You will be governed by the Company's policies, regulations and procedures on the office timings, anti-sexual harassment, leave, travel, transfers, misconduct, etc., presently in force or as introduced/amended from time to time. You are eligible for leave as per the Company's leave policy, which can be viewed under 'Policies' tab in your 'Employee Service Platform Account' and/or the 'Employee's Handbook' provided to you.

11. Leaves: You will be entitled to get 1 casual leave/sick leave per month. Employees whose date of joining service falls between 1st to the 15th of a month are entitled to get the leave credit for that month. Employees whose date of joining service falls between 16th to the end of the month are not entitled for the leave credit for that month.

12. Absence from duty: When an employee takes off from duty without prior leave approval or proper intimation under certain unavoidable circumstances, then those day/days will be treated as absence from duty. The days of absence will be treated under loss of pay. The employee has to report to his / her department head on rejoining duty from absence and provide valid reasons for absence in writing before taking up work again. If an employee is absent from duty for more than 2* days (including paid and unpaid leaves / consecutive or cumulative), training will be discontinued without any notice.

*(*In case, where this agreement is extended, as per Clause 4 of this agreement, need to be read as 3 days, with no change to terms and conditions of Clause 12.)*

13. Termination: Subject to Clause 3, your services may be terminated in the following manner:

a) The Company will be entitled to terminate your services by giving you 48 hours' notice in writing, or by payment of 48 hours' salary in lieu of such notice. In the event you desire to leave the services of the Company, you will be required to give the Company 48 hours' notice in writing or 48 hours' salary in lieu of such notice.

b) In the event of termination on disciplinary grounds including but not limited to embezzlement, fraud, gross negligence, willful misconduct, or a material violation of Company policies or you are found to be absconding from the services of the Company or for any other reasons causing grievous loss / damage / disrepute to the Company / associates, your termination will be immediate and without any notice or compensation.

c) In the event of your resignation from the services of the Company, you will be required to give the Company 48 hours' written notice. The notice period has to be served in full, unless otherwise agreed by the Company in writing. In case of failure to give the above notice period, the Company shall have the right to deduct the salary in lieu of the notice period and you will not be eligible to be hired by the Company in

future. You shall, on ceasing to be an employee of the Company for any reason and in addition to the obligations under the Non-Disclosure and Confidential Information Agreement, forthwith return all Company properties, movable and immovable, including all Company information and data in any form, files, reports, memoranda, software, credit cards, door and file keys, computer access codes, laptops, desktops, and such other property which you received or in possession or prepared in connection with your employment with the Company.

14. Confidential Information: As an employee, you may come in to possession of information confidential to the Company and agree to keep confidential, Company's proprietary and confidential information obtained at any time during the period of your employment in the Company. Confidential information includes, and is not limited to; course materials, videos, financial documents and other relevant documents. You shall not disclose such Confidential Information to any person. You shall not make any copies of the Confidential Information. You shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with your performance in company. Your obligations with respect to confidentiality shall be more fully detailed under the Non-Disclosure and Confidential Information Agreement executed by you with the Company and you shall at all times be bound by the provisions laid therein.

15. Intellectual Property Rights: All the intellectual property rights in the material developed by you, class material and related documents shall at all times remain the property of the Company. You shall provide all assistance and execute all deeds and documents required to vest the intellectual property rights with the Company. In the event any of the intellectual property rights are not assignable under applicable laws, you shall provide exclusive, transferable, assignable, royalty-free right in such intellectual property in perpetuity to the Company. You shall not assert any right, title and interest over such intellectual property rights.

16. Indemnity: You hereby agree to indemnify and keep indemnified and hold the Company harmless from and against any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained or caused to be incurred/sustained by the Company on account of:

- a. Any act or omission by you;
- b. Contravention of any of the terms, conditions, covenants of this letter or the Non-Disclosure and Confidential Information Agreement;
- c. Any representation or warranty or information furnished to the Company found to be false;
- d. Violation/non-compliance with any laws/rules/regulations while rendering the services; and/or
- e. Failure to adhere to the standards/specifications/policies of the Company.

17. General Provisions:

a. You are required to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself in or devote any time or attention to any part-time employment or business or position of monetary interest, other than that of the Company. Further, you shall not divulge, communicate or pass any information in any form, related to any aspect of the Company to anyone outside the Company.

b. You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever. You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You shall at all times deal with the Company's money, material and documents with utmost honesty and professional ethics.

c. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of our specific background and professional merit. The Company expects that you maintain this information and any future changes to your remuneration, as strictly personal and confidential.

d. During the course of your employment, if you, at any time render yourself incompetent to perform your duties or if you should misconduct yourself or be disobedient, intemperate, irregular in attendance, commit breach of the terms of your employment or of any of the stipulations herein contained, the Company shall without prejudice to any of its rights under the terms herein contained, be entitled to terminate your employment forthwith without notice or payment in lieu of notice and deduct from your salary or other emoluments, if any, then due to you, including the amount of any damage that the Company may have sustained.

e. You will keep the Company informed of any change in your residential address, your family status or any other personal particulars relevant to your employment, as and when the change occurs.

f. You are required to sign a 'Non-Disclosure and Confidential Information Agreement' with the Company, prior to joining the services of the Company. Your employment with the Company shall be contingent upon you executing the said agreement.

g. You will be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

h. The Company will deduct taxes as appropriate and consistent with applicable tax laws and regulations. You will be responsible for your tax liabilities under all applicable tax laws and regulations.

i. This letter constitutes the complete understanding between you and the Company regarding the terms of your employment with the Company. This supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. Any modification of this letter will be effective only if it is in writing, signed by both parties.

j. All disputes arising herein shall be governed by the laws of India and the jurisdiction to entertain and try such dispute shall vest exclusively in the courts of Bangalore, Karnataka

The terms of your employment contract detailed above are strictly confidential and should be treated as privileged information between yourself and the Company. You are expected to maintain such information appropriately.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us the duplicate copy of this letter.

We look forward to you joining us at the earliest. We are certain that you will find challenge, satisfaction and opportunity in your association with the Company.

You are requested to carry the below mentioned documents on your joining date

1. 10th Mark sheet
2. 12th Mark sheet
3. Graduation/Post Graduation Mark sheet–All semester mark sheet
4. Graduation/Post Graduation–Provisional Certificate/Course Completion Certificate
5. Resume
6. BYJU'S Offer Letter
7. Pan Card
8. Aadhaar Card
9. Voter ID/Passport/Driving License
10. Cancelled Cheque/Bank Statement/Bank Passbook
11. Passport Size Photograph
12. All current & previous companies relieving/experience letter(Only for experienced candidate)
13. Current/Last company's last three months' pay slips (Only for experienced candidate)

Yours sincerely,

Think & Learn Pvt. Ltd.

Accept Job Offer by signing below

Human Resource

Signature:

This is system generated offer letter and does not require authorized signature.

26 Nov 2021

SUB: LETTER OF OFFER FOR EMPLOYMENT

Dear Ms., PRATHYUSHA. C

Congratulations! We are delighted that you have been selected and offer you the position of **DATA ENTRY SPECIALIST** with our organization with an Annual CTC as discussed

We would like you to start on 29th Nov 2021 at 09:00 AM. Please confirm immediately.

Please sign the enclosed copy of this letter and return it by 26-Nov-2021 E.O.D, to indicate acceptance of this order

Will provide you the official joining letter on the date you join. please make sure to bring the set of (original and photocopy) below documents

Annexure A

On the time of joining the following documents should be submitted for the verification.

- 4 copies of your passport sized colour photographs with white background.
- Photocopies of all Academic / Educational certificates. And one mandatory original certificate (SSC/Intermediate/B.Com/B.Tech)
- Photo Identity & Address proof (Aadhar Card, PAN card, driving license, and voter's identification card/ passport).

Policies:

- Working Days: 5 days a week.
- Notice period: 1 month(s) of notice period.

SALARY COMPONENTS BREAKDOWN

SALARY COMPONENTS BREAKDOWN		
SALARY COMPONENTS	MONTH(INR)	ANNUAL(INR)
FIXED GROSS	15315	183780
BASIC + VDA	13350	160200
HRA	1965	23580
CONVEYANCE		0
TOTAL GROSS	15315	183780
ESIC	498	5976
TOTAL CTC	15813	189756
DEDUCTIONS		
ESI	115	1380
PT	200	2400
NET SALARY	15000	180000

We are confident you will be able to make a significant contribution to the success of our **ALITY TECHNO SOLUTIONS PVT LTD** and look forward to working with you

Sincerely,
ALITY TECHNO SOLUTIONS PVT LTD
HARSHA KANAKAMEDALA, DIRECTOR.

Acceptance: I accept this offer of employment and will join the organization on or before **29th November 2021**

Signature:

Date:



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Jun 20 2022

HR/BP/HC_APP787915

Mr. S Firdose
Marthalli multiplex ,
biryani jone,
Bangalore,560064

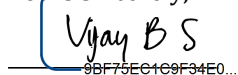
Letter of Appointment

Dear S,

- 1.0 **Appointment:** We are pleased to offer you an **Appointment** in our company as **"Trainee Process Consultant"** The details of your entitlements and your salary are as per Annexure-II.
- 2.0 **Date of Appointment:** Your effective date of Appointment will be on or before **Jun 20 2022**. Any change in the date of joining will be communicated to you at the aforementioned contact details and such change will be at our sole discretion and without any liability on Berkmeer India Private Limited.
- 3.0 **Initial Posting & Reporting:** Your initial posting in the normal course will be **Bangalore** and you will report to the respective Business and/or Functional Head.
- 4.0 **Documentation:** You are required to furnish the following at the time of joining duty-
 - 4.1 Proof of age;
 - 4.2 Certificates supplementing your SSLC (10th Standard) and highest educational / professional Qualification attainments;
 - 4.3 Appointment & Relieving letter of your previous employer, as applicable;
 - 4.4 8 (eight) passport sized photographs;
 - 4.5 Form 16 or any other authenticated document supplementing your earnings and income tax deduction / Paid in the current financial year; PAN Card Copy.
 - 4.6 Photocopy of Passport, if available.
 - 4.7 Photocopy of your Aadhaar Card with number
 - 4.8 PF No. / UAN (Universal Account Number) of previous employment.
 - 4.9 ESIC Number of previous employment.
 - 4.10 Any other documents as may be required by the Company.
- 5.0 **Terms and Conditions of Employment:** All the terms and conditions of your employment are attached here with as Annexure - I. The said terms shall (and as maybe modified from time to time) be applicable to you.

Please sign and return a copy of this letter within 3 days of receipt as a token of your acceptance.

Yours Sincerely,


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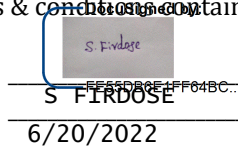
Vijay B S
Manager - Human Resources
Berkmeer India Private Limited

I have read the Appointment Letter and I fully understand and accept the terms & conditions contained herein

Signature:

Name:

Date:


S FIRDOS
6/20/2022

Encl: Annexure - I & II

Annexure- I Terms and Conditions of your appointment:
Berkmeer India Private Limited

No. 23 & 24, AMR Tech Park, Building 2A, First Floor Hongasandara Village, Off Hosur Road, Bommanahalli, Bengaluru – 560068 India
Corporate Identity Number. U72900KA2021PTC150054.

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- 1.1 **Remuneration Details:** The details of your entitlements and your salary are as per Annexure – II. Besides salary, you will be entitled to other benefits and privileges as per company's policy, which the company may from time to time introduce.
- 1.1.1 You will also be entitled to contributory provident fund and gratuity as per the rules and regulations of the company, subject to statutory provisions.
- 1.1.2 Deductions as applicable under law, namely tax deduction at source, fringe benefit tax etc, shall be made on the salary month on month.
- 1.1.3 Employees are required to submit their tax planning and investment plans for a given financial year to the company at the notified time and shall when called for submit proof of the investments in the form and manner acceptable to the Income Tax authorities. In the absence of the same, the company reserves its right to make the deductions in the available time frame in the on-going year.
- 1.1.4 You will be governed at all times by the policies, procedures and guidelines of the company related to salary, allowances, benefits and perquisites which are specified in this letter of appointment. Further, the Management may modify or change such allowances, benefits and perquisites from time to time, in accordance with its policies.
- 1.1.5 Also, you are required to keep your salary information confidential at all times and not to disclose to anybody in the company or to outside agency.
- 2.0 **The other terms and conditions of your appointment are as follows:**
- 2.1 **Training:** You will be initially, on training for a period of twelve months from the date of your appointment. Please note that the following special terms and conditions of service are applicable to you, only during the period of training.
- 2.1.1 Your continuation in the service of the company is subject to your satisfactory performance during the period of **training** and that the company reserves its rights to terminate your services in the event that your performance is found unsatisfactory
- 2.1.2 You shall be entitled for a cumulative annual / earned leaves of 30 days, as per the Berkmeer India Private Limited employee leave policy. However during the first 6 months of service, you are not encouraged to avail leave even though the earned / annual leave shall accrue to your account as per the Employee leave policy from time to time.
- 2.1.3 You will deemed to be confirmed on completion of 12 months of satisfactory completion of your training unless otherwise communicated to you by the company in writing. During the period of training your services may be terminated at the discretion of the management, with or without assigning any reason, with a week's notice or one week's basic salary in lieu of notice. During this period, you may also resign your appointment with one month's notice or payment of one month's basic salary in lieu of notice, at the discretion of the company.
- Proviso:** Provided, however, that the above requirement may be altered / modified in such manner as may be necessary for the company to discharge it's existing and forthcoming obligations.
- 2.1.4 Please note that in the event of your not joining the Company on or before the date mentioned in this letter of appointment, this letter of appointment shall automatically stand revoked
- 2.2 **Work Week:** The standard work week is **Monday to Friday / Saturday**. You will be given day off(s) in a week as per the policy of the company. However, the actual day off(s) may vary from week to week in view of the nature of business of the company and the exigencies of work.
- 2.3 **Regular Appointment:** On satisfactory completion of your probation you will be considered for regular employment in the Company. On being confirmed, the notice period for termination of service on either side will be Two month, however your continuation in the service of the company is still subject to your satisfactory performance during the period of employment. Your services may be terminated at the discretion of the management, with or without assigning any reason, with **Two** month's notice or **Two month's** basic salary in lieu of notice. Similarly, during this period you may also resign your appointment with Two month's notice or payment of Two month's basic salary in lieu of notice, at the discretion of the company.
- Provision:** Provided, however, that the above requirement for notice may be altered / modified in such manner as may be necessary for the company to discharge it's existing and forthcoming obligations.
- 2.4 **Confidentiality:** You shall not, as per the terms of the non-disclosure agreement (NDA) signed by you and the terms herein, during employment or after cessation of employment, divulge, disclose or impart to any person/organization by word or otherwise particulars or details of systems, procedures, technical know-how, trade secret, administrative, financial or organizational matters pertaining to the company, which you may become aware of by virtue of your employment in the company. You shall maintain confidentiality at all times during the currency of this letter of appointment and otherwise all information in accordance with the company's confidentiality policy and sign such agreements that the company may require for the adequate protection of all its information.
- 2.5 **Intellectual Property:** The rights to any invention, discovery or creation of any system or method related to the company's operation and arising out of any work done in the course of your employment shall automatically vest with the company. In this connection wherever required, the company may obtain patent rights in its name (or jointly with others) based on the fact of your invention, discovery or other creative effort. The company may require you to sign invention assignment and such other agreements as may be necessary for the company to obtain patents and/or register its intellectual property rights. You will not, in any event be entitled to any compensation apart from as aforesaid for such acts. Notwithstanding anything contained herein and any rewards/compensation/performance bonus or other acknowledgment of whichever kind, shall be deemed to confer on you, any rights towards that invention, discovery, process improvement, or other intellectual property right in system or method.
- 2.6 **Software & Legal Compliance:** The Company shall be the sole owner of any software developed by you during your employment with the Organization, having rights to sell, license, and control duplication, distribution and preparation of deliveries of the software. You shall not claim any income nor benefit from any such development at any point of time. You shall also sign a document to this effect if required by the company. Any duplication of licensed software is not allowed except for backup or archival purpose. You shall ensure that the Company complies with all statutory and/ or legal requirements with regard to the area of your responsibility.
- 2.7 **Statutory Compliance:** You shall strictly adhere to the applicable laws and regulations in India and other country (ies) including without limitation work permits, immigration requirements, etc
- 2.8 **Company Property:** You shall take reasonable care in maintaining and protecting the assets, properties, facilities, software and hardware, if and when provided by the company, for your use. On demand, you shall take steps to return such assets, properties etc, back to the company in the same condition as given, subject to normal wear and tear, on cessation of employment or any other time, as may be required by the Company. Failing this, the company shall be entitled to recover such costs/ compensation as it may deem fit, keeping in view the cost of such assets, properties etc.
- 2.9 **Job Assignment:** You may during the course of your employment be given any assignment either arising out of the company's business or that the management in its subjective judgment deems fit with reference to your skill sets, background, qualification or experience. Refusal to carry out such assignments as are allotted to you solely on, amongst others, grounds that it has not been part of your usual duties during your employment shall be deemed serious misconduct and grounds for immediate termination of employment. You will also not be entitled to any additional compensation for carrying out any such assignments/job.
- 2.10 **Transfer:**
- 2.10.1 The company may in its business interest transfer you to any of its offices in India or overseas or to any subsidiary or associate company, whether now existing or still to be formed, on such terms and conditions as are applicable to such transfer and as per the company's policies.
- 2.10.2 Although the company will endeavour to ensure that such transfers do not cause any disruption to your status, however the company does not guarantee the continuation of any facility or perquisite in new situation.
- 2.10.3 In the event that you are deputed to perform work on / at client sites, you hereby agree and undertake as follows: -
- 2.10.3.1 that you shall follow and be governed by the rules and regulations applicable.
- 2.10.3.2 That you shall honour and abide by the requirements under the work permits / approvals / consents and all related rules pertaining to your deputation, including amongst others requirements under the applicable VISA / Travel Program.
- 2.10.3.3 That you shall indemnify and hold harmless, the company, from all liabilities arising out of any act / omission attributable to your negligence or otherwise, whether arising in the course of employment or otherwise.
- 2.10.4 In all such cases of transfer you shall be governed by the company's transfer policy and procedure.
- 3.0 **Other terms and conditions:**
- 3.1 **Working Hours –** The business hours of the office are 9:30 A.M till 6:30 P.M and the company is operational on a 24/7/365 basis. You are expected to report to work promptly at the scheduled time each day as per shift that you are assigned to as required. This is for ensuring smooth conduct of work as per the company's policy.
- 3.2 **Double Employment Prohibited:**
- 3.2.1 You will devote full time and attention to the work of the company and will not, during the tenure of your service, take any employment / assignment, direct/indirect business or work, honorary or remuneratory except with the prior permission of the management, in writing, in each case.

DocuSigned by:

Vijay B S

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DocuSigned by:

S. Pindare

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- 3.2.2 You will not seek membership of any local/public body without obtaining prior permission of the management, in writing, in each case.
- 3.3 **Contact Details:** You will keep us informed of any change in your residential address, civil or marital status and other such matters.
- 3.4 **Statutory Deductions:** Taxes and other deductions such as Income Tax, Professional Tax and any other statutory payments would be to your account, including but not limited to those based on the information on tax planning and investment plans for a given financial year provided by you to the Company provided that you have, when called for by the Company, submitted proof of the investments in the form and manner acceptable to the Income Tax authorities. In the absence of the same, the company reserves its right to make the deductions in the available time frame in the on-going year.
- 3.5 **Company Regulations:** You will be governed by the policies and the procedures, in force, from time to time. You will also observe general decorum and discipline and shall be subject to the same policies and procedures as applicable to the regular employees of the company.
- 3.6 **Verification:**
- 3.6.1 **Verification:** Your appointment is subject to satisfactory verification of your character, antecedents and testimonials. This appointment is based on the details provided by you to the company.
- 3.7 **Declarations & Representations:** You are required to furnish, on your behalf and if married, on behalf of your spouse, full details of any external directorships held and any personal business interests including but not limited to partnerships, shareholdings and trusteeships; involvement in any other business ventures involving unlimited liability; personal liabilities in connection with business activities; and involvement in other positions external to the Company of those external Interests, including but not limited to involvement in political and non-political associations. You also represent and warrant that the investment and tax returns and proof of the same shall be genuine and that in the event that any of the same is found to be falsified or in any manner incorrect or unacceptable, that you agree to abide by any action that the Company may, in its discretion, initiate and as allowed under law and you shall indemnify and hold the Company harmless from such act/omission attributable to you.
- 3.8 **Annulment of Employment:** Please note that this letter of appointment shall stand revoked automatically (whether you have accepted it or not) and if you have already commenced employment with the Company and your employment will automatically terminate without giving rise to any claim for compensation or damages in your favor, but without prejudice to the Company's rights and remedies against you, in the following event/s:
- 3.8.1 if during the pre-employment or the post-employment background checks, the checking agency gives a negative report; or
- 3.8.2 in the event of unsatisfactory result of any of the Section 3.7 events;
- 3.8.3 in the event you are charged and/or arrested on allegations of having committed any offence, criminal, economic or otherwise;
- 3.9 **Termination for Breach:** In the event of a breach of any of the terms of the appointment letter and more specifically in terms of breach of any confidentiality obligations, the Company shall initiate disciplinary and such other action against you as it may deem fit and allowed under law, including but not limited to suspension and / or immediate termination from employment.
- 4.0 **Savings:** Notwithstanding anything contained herein, the company hereby reserves its right in the following manner: -
- 4.1 to proceed against you in such forum as it may deem fit in the event that you commit any material breach of this letter of appointment.
- 4.2 To waive off the requirements stated in the para 2.3 and 2.1.4, more specifically as provided in the proviso's therein.
- 5.0 **Validity of Appointment Letter:** This contract is valid, subject to (a) satisfactory verification as enumerated in para 3.6 above, (b) your acceptance of the offer within the time limit stipulated and your joining duties.
- 6.0 **Governing Law & Jurisdiction:** The terms and conditions of this letter of appointment/ employment contract shall be governed by the laws of India and disputes arising herein shall be subject to the jurisdiction of the courts at Bangalore or at your place of posting as on the date the cause of action of the said dispute is said to have arisen.
- 7.0 **Non-Solicitation:** - You hereby agree not to solicit or cause to be solicited, either during the currency of this letter of appointment and beyond (i.e. cessation of your employment with the Company, either voluntary or involuntary, any employee in the employment company, or directly or indirectly, individually or on behalf of any other person, firm, corporation or entity, (a) interfere with the Company's continuing relationships with its existing employees, (b) attempt to induce such other

employees to leave their employment with the Company, (c) interfere with Company's continuing relationships with Company's suppliers or customers, (d) sell, attempt to sell or solicit the sale of products or services competitive with those of the Company to Company's customers, or (e) take any action to discourage or divert any supplier or customer from doing business with the Company

- 8.0 **Non-Compete:** - The Employee hereby understands and agrees that some restrictions on its activities during and post the Employee's employment is necessary to protect the goodwill and other legitimate interests of the Company. The Employee agrees to, during his employment with the Company, to perform for the Company such duties as it may designate from time to time and will devote his full time and best efforts to the business of the Company and
- 8.1 Whilst in employment, the Employee agrees not to undertake any planning for any outside business that may be directly or indirectly competitive with the Company and during employment with the Company;
- 8.2 For a period of one year after your cessation of employment with the Company the Employee undertakes not to compete, directly or indirectly, with the Company, whether as an employee, a consultant, agent, partner, owner, investor or otherwise.
- 8.3 The Employee also hereby undertakes, not to engage, in any manner in any activity that is or may be at any point in time & in any manner competitive with the businesses of the Company
- 8.4 The Employee shall not, during his/her employment with the Company and for a period of twelve months thereafter, without the prior written approval of the Managing Director of the Company, engage in any other professional employment or consulting, or directly or indirectly participate in or assist any business with any current client or customer of the Company.
- 8.5 The Employee shall not, during his/her employment with the Company, engage in any gainful employment with any other Company.
- 9.0 **Representation.** The Employee represents and warrants that s/he is not subject to any court order, agreement, arrangement or undertaking, including but not limited to non-compete and non-solicit obligations or any other disability which may in any manner restrict the Employee either from accepting the terms and conditions detailed in this letter of appointment or from performing your functions and providing services under the letter of appointment.
- 10.0 **Interpretation/Severability.** If any term, condition, or provision in this Letter of appointment is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Letter of appointment. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 11.0 **Waiver of Breach.** Any waiver of the provisions of this Letter of appointment or of a party's rights or remedies under this Letter of appointment must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Letter of appointment or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Letter of appointment and will not in any way affect the validity of the whole or any part of this Letter of appointment or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Letter of appointment will preclude the enforcement by such party of any other right or remedy under this Letter of appointment or that such party is entitled by law to enforce.
- 12.0 **Survival.** All such provisions explicitly stated to survive the termination of this Letter of appointment and those which by the very nature and verbiage are intended by Parties to survive shall so survive termination or expiry of this Letter of appointment.
- 13.0 **Relocation:** expenses towards shipment of household goods/ car (as applicable): You are entitled to avail relocation assistance as per the Berkmeer India Private Limited Employee Relocation Assistance Policy. In the event of voluntary cessation of employment with the company within one year from date of joining. You shall be liable to pay the amount received towards shipment of household goods and / or car as per the retention clause in the policy.
- 14.0 **Maternity Benefit:** All women employees would be entitled for maternity benefits as per the prevailing Maternity Benefit Act
- 15.0 **Acceptance:** If the terms and conditions of appointment enumerated in this letter of appointment are acceptable to you, please sign the duplicate copy of this letter of appointment as a token of your acceptance of the appointment and the terms and conditions thereof and return it to the HR Department.:

DocuSigned by:



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ANNEXURE II - SALARY & ALLOWANCES

Candidate Name		S Firdose						
Designation		Trainee Process Consultant						
Grade		PC2		Location		Bangalore		
Components		w.e.f - DOJ			Monthly		Annual	
"A" FIXED								
Basic					5,994		71,928	
House Rent Allowance					2,398		28,776	
Shift Allowance					5,000		60,000	
Skill Allowance					1,588		19,056	
"A" Sub-total – Gross Pay					14,980		1,79,760	
"B" RETIRAL BENEFITS								
Advance against Statutory Bonus					500		5,994	
Provident Fund – <i>Employer’s Contribution</i>					1,510		18,120	
Gratuity					288		3,456	
ESIC Contribution – <i>Employer’s Contribution</i>					504		6,048	
"B"Sub-total– Retiral benefits					2,802		33,620	
Total Salary Cost (A + B)					17,782		2,13,380	
"C" VARIABLE PAY								
Performance Incentives (@ 100% of given achievement targets)					1,000		12,000	
"C" Sub-total - Variable					1,000		12,000	
Total Cost to Company (A + B + C)					18,782		2,25,380	
"D" INSURANCE / OTHER BENEFITS								
Total Cost to Company : (A + B + C + D)					18,782		2,25,380	
Net Salary*- This is an approximate net amount and is subject to vary based on any change of rules or law relating to employee compensation (not limited to change in PF or ESI) or tax laws or any changes in the compensation structure					13,853		1,66,236	
Benefit / Scheme		Description					Value / PA	
Performance incentives		Will be paid every month on achieving process defined target goals as defined in table below. The first three month's performance incentive will be paid on target during the seventh month payroll.					Rs. 12,000p.a**	
Subsidized Transport Service		An indicative transport cost incurred by the employer for commuting between home to office and back which is a facility to avail and not to be encashed if not availed.					Rs . 16,200p.a**	
Voice Skill Allowance		In addition to the above, you will also be eligible to receive a sum of INR 25,000 (Rupees Twenty Five Thousand only) annually as Voice skill allowance effective your date of joining. The skill allowance will be paid as follows: . It will be paid in equal monthly instalments along with the monthly payroll . This would attract the applicable statutory deductions. . This allowance is applicable as long as you are deployed in the current process This allowance is over and above your CTC and this amount will not be considered for any salary vision					Rs. 25,000**	
Group Personal		You are covered under group personal accident insurance policy of the company for a sum of -					Rs . 6,00,000p.a**	
Group Term Life		You are covered under Group Term Life Insurance policy of the company for a sum of -					Rs . 1,00,000p.a**	
ESI Scheme		Self and your dependant family members as declared will be covered under the Employees State Insurance (ESI) Act.					As applicable*p.m	
Gratuity		is payable on cessation of employment after a minimum of five years continuous employment as per the norms of the Gratuity Act or in the event of demise or permanent disability of an employee.					As applicable*	
Advance against provisional minimum statutory bonus		Provided @ 8.33% of your Basic pay (PA) subject to the clause: The advance against statutory bonus will be calculated on maximum Basic Pay subject to a ceiling of minimum wages of the Land					As applicable*	
Provident Fund		You will be covered under Employees Provident Fund (EPF) Scheme under PF Act.					As applicable*p.m	
Income Tax		Appropriate Income tax would be deducted in the payroll every month.					As applicable*p.m	
Professional Tax		If any as per the applicable rules in your state.					As applicable*p.m	
Performance Incentive Ratings and Earnings Table:								
Process Target achievement		Training period		>80-<85%	>85-<95%	>95-<100%	>100-<110%	>110%
PI Eligibility (%)		0%		50%	75%	100%	110%	125%
PI Eligible amount (Rs. p.a.)		0		6,000	9,000	12,000	13,200	15,000
PI Eligible amount (Rs. p.m.)		0		500	750	1,000	1,100	1,250

* Statutory Schemes are subject to change as per the Law from time to time.

** These are voluntary schemes offered by the Employer, which may change, including withdrawal at any time without any notice.

DocuSigned by:
S Firdose
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Vijay B S
Manager - Human Resources
Berkmeer India Private Limited

DocuSigned by:
S Firdose
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S Firdose
Date: 6/20/2022

i As per ESIC, family means all or any of the following relatives of an insured person namely :- a spouse, a minor legitimate or adopted child dependent upon the insured person, a child who is wholly dependent on the earnings of the insured person and who is (a) receiving education, till he or she attains the age of twenty five years, (b) an unmarried daughter, a child who is infirm by reason or any physical or mental abnormality or injury and is wholly dependent on the earnings of the insured person, so long as the infirmity continues and dependant parents

EMPLOYMENT OFFER LETTER

Capgemini Ref: 4712881/816197,

07/22/2021,

SHAIK SADIQ BASHA.

1-97 sangasamudram(V),(P), Gurramkonda (m),Chittoor,andharapradesh . 517297
Chittoor, Andhra Pradesh
India.

Confidential

Dear SHAIK SADIQ BASHA,

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 **07/22/2021** (or such other date as may be communicated to you by the Company), as per details given below

A) Your current designation will be **Senior Software Engineer/A5**.

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

C) You have to report by 8:30 am at **IN Bangalore** office, for joining formalities and contact security at the main gate for your entry pass at:

Address

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 **INR 500,006.00 (Rupees Five Lakh And Six Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any - skill allowance payout as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

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

Senior Software Engineer**Total Cost to Company (CTC).****Rs.500,006.00**

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.180,000.00
House Rent Allowance	Rs.9,000.00	Rs.108,000.00
Other Allowances and Reimbursements – 1 #	Rs.6,199.00	Rs.74,388.00
Other Allowances and Reimbursements – 2 +	Rs.5,147.00	Rs.61,764.00
Advance Statutory Bonus	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.38,495.00	Rs.461,940.00
Statutory payments ++		
Capgemini's contribution to PF *	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		Rs.492,204.00
Total Cash Compensation	Rs.41,017.00	Rs.492,204.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Total Cost to Company		Rs. 500,006.00

You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

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

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

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

Note:

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

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

1. Provident Fund- You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.

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. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

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

G.) 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.

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

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer(s) (prior to joining Capgemini).
 - g. Your background verification check (including residential address(es), academics & professional Degree/Diploma & Certifications, previous employment(s), criminal background 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.

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, forged information (including documentation) for securing employment with the Company or otherwise failed to disclose any information about your past employment, 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.

J.) 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



Anil Kumar Singh

Head - Talent Acquisition & Resourcing

Acceptance

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

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

Name: **SHAIK SADIQ BASHA**

Date: **07/22/2021**

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 affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

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

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

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

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

11. MISCELLANEOUS:

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

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the 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 Publicity: 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 as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

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

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

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by 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 express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

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

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

Name:

Signature:

Date:

ANNEXURE I (A)

Onboarding Documents

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

I. **Academic qualification (highest qualification as applicable):**

- X- AND XII-mark sheets
- All semester mark sheets (highest qualification)
- Provisional Certificate OR Convocation OR Degree certificate
- If Applicable- Diploma/ Completion Certification(s) for specialized courses

II. Employment experience related documents:

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 OR Relieving Letter AND Experience Certificate
- Pay slips for last 3 months
- Letter of Appointment OR Offer Letter from the employer

b. **Previous Employer(s)**

- Experience Certificate AND / OR Relieving certificate of all employments (ensure the above document specifies start date of your employment (s))

c. **Additional documents**

- Form 16 - Part A only
- Cancelled Cheque(in original)/Passbook(photocopy) -Cancelled cheque leaflet issued by Bank or the pages of passbook showing the Name of the Account Holder, Bank Name, Bank Branch and IFS code required as a pre-requisite mandate for registration on ESI portal.
- Bank statement for last 3 months – [Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible
Please note, should you provide any other additional document than the aforesaid, or provide bank statement without masking other transaction details, the Company shall not be held responsible for the same.]

III. Proof of Identity (Any two):

- PAN Card (Mandatory)
- AADHAAR Card
- Valid Passport - All pages
- Driving License
- Voters ID

IV. Passport size photograph – 4 copies (white background)

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.)
- Professional Experience & Employment(s) Credentials (5 Years of employment or Past 2 employers whichever is higher)

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks during your tenure in Capgemini and by accepting this offer you agree to undergo such additional checks when 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 within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@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 back the scanned copy of these documents on to the New Employee Wizard link.

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

Form 16 - Part A only.

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

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

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

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

Court Verification Forms

- Court Record form

Note:

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

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

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

Important points to note:

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

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

Please note that 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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