



# THIAGARAJAR COLLEGE OF ENGINEERING

(A Government Aided Autonomous Institution Affiliated to Anna University)

Approved by AICTE, Ranked in NIRF, Programmes Accredited by NBA

Accredited with A+ Grade (3.47 out of 4) by NAAC in Cycle 1)

Madurai 625015, Tamil Nadu

**67**  
YEARS  
1957-2024  
Celebrating  
Academic Excellence

## B.E Civil Engineering

### Placement Details for the Academic Year 2021 - 2022

Sl. No.	Reg. No.	Name of the Student	Department	Name of the Company	Annual CTC	Offer Letter Link
1	18B121	AAKASH CR	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
2	18B003	ADDLIN MADONNA J	BE Civil Engineering	Accenture	450000	<a href="#">Offer Letter</a>
3	18B009	ASHWINKUMAR S	BE Civil Engineering	Accenture	450000	<a href="#">Offer Letter</a>
4	18B010	Asirya S	BE Civil Engineering	Wipro	650000	<a href="#">Offer Letter</a>
5	18B013	AUSTIN RAJ M	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
6	18B089	D Santhiya Rajeswari	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
7	18B021	DHARSHINI H	BE Civil Engineering	Tata Consultancy Services	400000	<a href="#">Offer Letter</a>
8	18B022	DHINDHYA SHRI P	BE Civil Engineering	Tata Consultancy Services	400000	<a href="#">Offer Letter</a>
9	18B023	DHIVYA DARSINI A	BE Civil Engineering	LNT Construction	450000	<a href="#">Offer Letter</a>
10	18B051	J MOHAMMED AMEER HAMZA	BE Civil Engineering	Wipro	650000	<a href="#">Offer Letter</a>
11	18B008	K ARTHY LAKSHMI	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
12	18B036	KARTHIGA G	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
13	18B041	Kaviya R	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
14	18B045	Lakshmipriya	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
15	18B046	LINCEY AUGNES E	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
16	18B057	Nandhini M	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
17	18B095	SATHISH C	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
18	18B059	NAVEEN B	BE Civil Engineering	Zoho	700000	<a href="#">Offer Letter</a>
19	18B069	Prasanna G M	BE Civil Engineering	LNT Construction	600000	<a href="#">Offer Letter</a>
20	18B071	PRAVEENKUMAR J	BE Civil Engineering	Wipro	650000	<a href="#">Offer Letter</a>
21	18B074	PRIYANKA N	BE Civil Engineering	Cognizant Technology	450000	<a href="#">Offer Letter</a>



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Sl. No.	Reg. No.	Name of the Student	Department	Name of the Company	Annual CTC	Offer Letter Link
22	18B075	PUNITHA R	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
23	18B080	Ramasubramaniam K	BE Civil Engineering	Tata Consultancy Services	400000	<a href="#">Offer Letter</a>
24	18B087	SAFIKAA J	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
25	18B088	SANJAY B	BE Civil Engineering	Tata Consultancy Services	400000	<a href="#">Offer Letter</a>
26	18B092	SARAVANAKUMAR K	BE Civil Engineering	Cognizant Technology	450000	<a href="#">Offer Letter</a>
27	18B102	SIVANTHIYA S	BE Civil Engineering	Tata Consultancy Services	400000	<a href="#">Offer Letter</a>
28	18B104	SRIVATHSAN T N	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
29	18B106	Sugapriyan S	BE Civil Engineering	Wipro	650000	<a href="#">Offer Letter</a>
30	18B065	T NIVASHINI	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
31	18B111	THARANIKHA S	BE Civil Engineering	Cognizant Technology	450000	<a href="#">Offer Letter</a>
32	18B113	Thiruvarasan M	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
33	18B118	VISHWA K	BE Civil Engineering	LNT Construction	650000	<a href="#">Offer Letter</a>
34	18B119	Yashwanthika S	BE Civil Engineering	Deloitte	760000	<a href="#">Offer Letter</a>
35	18B096	SATHISH KUMAR G	BE Civil Engineering	SAINT-GOBAIN	670000	<a href="#">Offer Letter</a>
36	18B058	NARENDRA PRASANNA SK	BE Civil Engineering	SHOBA	970000	<a href="#">Offer Letter</a>
37	18B044	KIYASUDEEN S	BE Civil Engineering	L&T	600000	<a href="#">Offer Letter</a>
38	18B060	NAVEEN N	BE Civil Engineering	LIC	764000	<a href="#">Offer Letter</a>
39	18B070	PRASATH M	BE Civil Engineering	ANUNTA	300000	<a href="#">Offer Letter</a>
40	18B133	SHYAM SAHARAJ	BE Civil Engineering	QuEST	750000	<a href="#">Offer Letter</a>
41	18B090	SARAN P	BE Civil Engineering	GOVERNMENT	144000	<a href="#">Offer Letter</a>
42	18B094	SATHEESH KUMAR V	BE Civil Engineering	SHOBHA	305000	<a href="#">Offer Letter</a>
43	18B018	DEEPIKA	BE Civil Engineering	SKILLUP	240000	<a href="#">Offer Letter</a>





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Sl. No.	Reg. No.	Name of the Student	Department	Name of the Company	Annual CTC	Offer Letter Link
44	18B052	L.MOHAMMEDRAZICK	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
45	18B063	M.NITHYA	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
46	18B108	C.SUNDER	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
47	18B109	R.S.SURYAA	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
48	18B110	S.SUTHAKARAN	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>
49	18B124	V.HARITAVARSSYNI	BE Civil Engineering	Cognizant Technology	400000	<a href="#">Offer Letter</a>



24-Apr-2022

Dear C.R. Aakash,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

*Dr. G.K. Raajesh*  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Candidate ID – 19207598

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant.

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs

focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

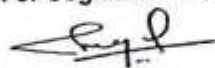
b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



## Compensation and Benefits

Name: C.R Aakash

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

Note: The Insurance amount may vary subject to market conditions from time to time.

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

## Leave &amp; Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity

Regd Office: 115/535, Old Mahaballipuram Road, Okkiam Thoraipakkam, Chennai - 600 097

## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

C.R Aakash, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\* **Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### **11. Indemnity**

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

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

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

#### **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

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

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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

- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

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

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**C.R Aakash**

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

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



# BE YOURSELF, MAKE A DIFFERENCE.

accenture

Strictly Private and Confidential

Date: 04/12/2022

Addlin Madonna James Jayapaul

C10955147

Plot No:257,6th north cross street,Anna nagar,Madurai-20.

8608136673

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Addlin Madonna James Jayapaul,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

**Job Profile - Application Development Associate**

**Management Level - 12**

**Job Family Group - Software Engineering**



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

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

**Fundamental Skill Primers Learning Module:** As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.



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

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

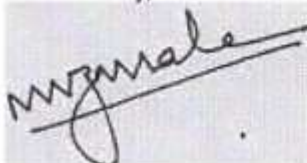
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Addlin Madonna James Jayapaul

## ANNEXURE I

### COMPENSATION & BENEFITS

*Dr. G.K. Raajesh*  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 415500/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

#### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

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

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

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

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company



1. Medical:

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

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

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

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

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

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

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

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

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

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

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

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

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

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

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

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

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

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

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

**General Tax:**

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

## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



#### ANNEXURE IV - DECLARATION

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

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

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

ACKNOWLEDGED AND AGREED:

\_\_\_\_\_  
**Addlin Madonna James Jayapaul**

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

# BE YOURSELF, MAKE A DIFFERENCE.

accenture

Strictly Private and Confidential


Date: 04/12/2022

Ashwinkumar Selvaraj

C10955148

116 THIRUVALLUVAR STREET, TIRUMANGALAM.

9629385072

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Ashwinkumar Selvaraj,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level - 12

Job Family Group - Software Engineering



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Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

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**Fundamental Skill Primers Learning Module:** As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

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

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

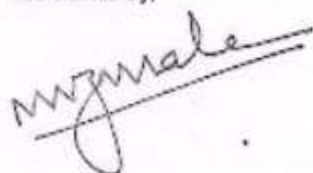
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale  
Senior Managing Director  
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED


ASHWINKUMAR S  
19/09/2022

Ashwinkumar Selvaraj



## ANNEXURE I

### COMPENSATION & BENEFITS

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
<b>(C) Joining Bonus</b>	
Joining Bonus (Refer to the section C)	INR 25,000/-
<b>(D)# Additional Notional Benefits</b>	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 415500/-
<b>(E)##Additional Discretionary Reimbursements</b>	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
<b>(F)Optional opportunity to participate in the Employee Share Purchase Plan</b>	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

#### (A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

#### (B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

#### **(C) Joining Bonus**

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

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

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

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

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

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (if you contribute towards Employee Provident Fund)	Company



1. Medical:

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

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

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

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

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

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

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

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

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

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

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

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

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

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

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

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

**From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.**

**GST Clause:**

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

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

**General Tax:**

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



## **ANNEXURE II**

### **Mandatory documentation at the time of onboarding:**

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

#### ANNEXURE IV - DECLARATION

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

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

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

ACKNOWLEDGED AND AGREED:

**ASHWINKUMAR S**  
**19/09/2022**

**Ashwinkumar Selvaraj**

Date:

#### Disclaimer


"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."





**Amendment to Appointment Letter**

**WELCOME TO WIPRO**

  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

August 18, 2022

Dear Asirya Sakthivel,

This Amendment is pursuant to your Appointment Letter from Wipro Limited ("Wipro"). The purpose of this letter is to amend two sections ("Appointment Details") and ("Notice Period & Termination") of your current Appointment Letter by removing the probation period.

**"Appointment Details"** will be replaced with the following:

**"Appointment Details:**

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. The retirement age is 58 years.
- c. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- d. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- e. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- f. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining."

**"Notice Period & Termination"** will be replaced with the following:

**"Notice Period & Termination:**

Your employment with the Company shall be terminable, without reasons, by either party giving three months' notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items."

1. **No Further Modification.** Except as expressly modified herein, all other terms and conditions of the Appointment Letter shall remain in full force and effect. This Amendment is fully integrated into the Appointment Letter.
2. **No Waiver.** Nothing in this Amendment shall be construed as a waiver of any breach, covenant, right or remedy of the Parties.
3. **Counterparts.** This Amendment may be executed in any number of counterparts in original or facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.
4. **Precedence.** This Amendment shall constitute a part of and shall be read together with the Appointment Letter and shall run concurrently and be co-terminus and co-extensive with Appointment Letter. However, this Amendment shall prevail in the event of any inconsistency between any terms and conditions to this Amendment and the Appointment Letter.

Yours sincerely,  
For Wipro Limited,



**Aparna Shailen**  
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

☒ Accept

☒ **Signature** Asirya Sakthivel 18/8/2022 6:53 PM  
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro Limited** T : +91 (80) 2844 0011

Doddakannelli F : +91 (80) 2844 0054

Sarjapur Road E : info@wipro.com

Bengaluru 560 035 W : wipro.com

India C : L32102KA1945PLC020800

22767490





09-Mar-2022

Dear Austin Raj M,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

*GR*  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Candidate ID – 19619142

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of **INR 25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

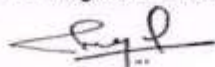
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



## Compensation and Benefits


Name: Austin Raj M

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
<b>Annual Gross Compensation</b>			<b>359,988</b>
Incentive Indication (per annum)**			22,500
<b>Annual Total Compensation</b>			<b>382,488</b>
Company's contribution towards benefits (Medical, Accident and Life Insurance)			19,500
<b>Annual Total Remuneration</b>			<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

**Leave & Vacation:**

• From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

**\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Austin Raj M, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

### RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

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

## 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

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

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Austin Raj M**

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

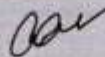
Sign: \_\_\_\_\_  
Name: \_\_\_\_\_





08-Mar-2022

Dear Santhiya Rajeswari D.  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Candidate ID – 19207479

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR 401,988/-. This includes an annual target incentive of INR 22,500/- as well as Cognizant's contribution of INR 19,500/- towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR 450,500/-. This includes an annual target incentive of INR 22,500/- as well as Cognizant's contribution of INR 19,500/- towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant.

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you.

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs

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focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program.
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

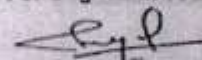
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2cognizant.cognizant.com>

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar  
Vice President - Human Resources

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

Signature: *Santhiya Rajiwari*

Date: 14/06/2022



## Compensation and Benefits

Name: Santhiya Rajeswari D

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
<b>Annual Gross Compensation</b>			<b>359,988</b>
Incentive Indication (per annum)**			22,500
<b>Annual Total Compensation</b>			<b>382,488</b>
Company's contribution towards benefits (Medical, Accident and Life Insurance)			19,500
<b>Annual Total Remuneration</b>			<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

*Dr. G.K. Raajesh*  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

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## Provident Fund Wages:

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

## Employees State Insurance:

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of 14/06/2022 between:

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

AND

Santhiya Rajeswar D, 22, residing at 101/1A Thiruvalluvar colony, Padurmalai Madurai - 625004 (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART

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

#### RECITAL:

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

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

#### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

#### 2. Place of Employment

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

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

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

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systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

## 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

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

## 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

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any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

### 7. Background Check

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

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

### 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

### 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

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c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### 11. Indemnity

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

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

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

#### 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### 14. Retirement

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

#### 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

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

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

Cognizant Technology Solutions India Private Limited

Santhiya Rajeswari D

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

Sign: *Santhiya Rajeswari*  
Name: *SANTHIYA RAJESWARID*





**Offer: Computer Consultancy**  
**Ref: TCSL/CT20192756523/Chennai**  
**Date: 28/09/2023**

*(Signature)*  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Ms. Dharshini H  
41, Kovalan Magar Main Road,  
Opp. To Rajam Road,  
Madurai-625003,  
Tamilnadu.  
Tel# 91-8940377345

Dear Dharshini H,

**Sub: Letter of Offer**

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,875/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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**Tata Consultancy Services Limited**

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of `10,200/- per month.

### **BOUQUET OF BENEFITS (BoB)**

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

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

#### **1. House Rent Allowance (HRA)**

Your HRA will be `4,080/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

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

#### **3. Personal Allowance**

You will be eligible for a monthly personal allowance of of `7,570/- per month. This component is subject to review and may change as per TCSL's compensation policy.

#### **4. Food Card**

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





amount between the components as per your tax plan, once you join TCSL.

## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

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





HIS offers the following benefits:

**1. Basic Cover**

i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

**2. Higher Hospitalisation**

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

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

**Maternity Leave**

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

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

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

**Loans**

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

**Professional Memberships**

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

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## **RETIRALS**

### **Provident Fund**

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

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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### 3. Training Period

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

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### 4. Working Hours

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

### 5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### 6. Compensation Structure / Salary components

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

### 7. Increments and Promotions

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





#### 8. Alternative Occupation / Employment

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

#### 9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

#### 10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL `50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

#### 11. Overseas International Assignment Agreement

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

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

#### 12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the

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said terms and conditions in case of deputation on international assignments.

### 13. TATA Code of Conduct

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

### 14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL `50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

### 15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### 16. Pre-employment Medical Certificate

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

### 17. Employment of Non Indian Citizens

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

### 18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external

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**TATA CONSULTANCY SERVICES**

Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai 600 119 Tamil Nadu India

Tel: 91 44 6616 2222 Fax: 91 44 6616 2555 Website: [www.tcs.com](http://www.tcs.com)

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

### 19. Submission of Documents

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

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

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

The original documents will be returned to you after verification.

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





documents

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

## 20. TCS Xperience Program

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## 21. Letter of Appointment

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

## 22. Rules and Regulations of the Company

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

## 23. Compliance to all clauses

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





### Withdrawal of Offer

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

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

**K Ganesan**  
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

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

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Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

# GROSS SALARY SHEET

Annexure 1

Name	Dharshini H
Designation	Assistant System Engineer-Trainee
Institute Name	Thiagarajar College Of Engineering, Madurai

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
<b>1) Fixed Compensation</b>		
Basic Salary	10,200	1,22,400
Bouquet Of Benefits #	13,000	1,56,000
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,224	14,688
Gratuity	490	5,887
Total of Annual Components & Retirals	1,715	28,475
Retention Incentive	NA	0
<b>TOTAL GROSS</b>	27,415	3,36,875
<b>Xplore/ Learning Incentive****</b>		Upto 60,000

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

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Programme.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Programme.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	4,080	48,960
Leave Travel Assistance	850	10,200
Food Card	500	6,000
Personal Allowance	7,570	90,840
<b>GROSS BOUQUET OF BENEFITS</b>	13,000	1,56,000

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## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O. Trivandrum - 695581, India	



## Annexure

### Confidentiality and IP Terms and Conditions

#### Confidentiality and IP Terms and Conditions - Annexure 3:

##### 1. Confidential Information

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

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.





## **2. Associate's Obligations**

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

## **3. Intellectual Property Rights**

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





#### **4. Prior knowledge**

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

#### **5. Use of third party material**

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

#### **6. Security policies and Guidelines.**

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

#### **7. Restriction on Associate's Rights**

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

#### **8. No License**

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





## 9. Equitable Rights

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

## 10. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

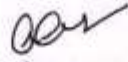
(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



**APPOINTMENT LETTER**

January 31, 2022

Dear DHINDHYA P,

  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

**1. Appointment Details:**

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining.

**2. Compensation:**

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure V. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

**3. Other Benefits:**



You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. [mywipro.wipro.com](https://mywipro.wipro.com)

#### 4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

#### 5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
  - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
  - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

#### 6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore,



please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

## **7. Assignment of Intellectual Property**

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

## **8. Non-Compete**

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

## **9. General:**

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
  - i. You have not scored minimum aggregate marks of 60% in your 10<sup>th</sup> Standard or equivalent education.
  - ii. You have not scored minimum aggregate marks of 60% in your 12<sup>th</sup> Standard or equivalent education.
  - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
  - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
  - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve



our rights to take suitable action against you as we may deem fit.

#### 10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of atleast 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall be liable to pay to the Company liquidated damages of upto Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

#### 11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

#### 12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,  
For Wipro Limited,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

#### ANNEXURE I

#### DECLARATION ON CONFLICT OF INTEREST

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

Noted below are a few examples of conflict of interest:



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

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

#### **Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders**

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: [polyclearinghouse@wipro.com](mailto:polyclearinghouse@wipro.com).
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
  - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
  - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
  - c. Unauthorized disclosure or communication of UPSI.
  - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to [polyclearinghouse@wipro.com](mailto:polyclearinghouse@wipro.com).



**ANNEXURE II****PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000**

I, DHINDHYA P confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

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

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

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

**ANNEXURE III****SALARY OFFER SHEET**

Name: DHINDHYA P

Career Group: Group B1

Position: Project Engineer

You shall receive salary as detailed below.

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

COMPONENT	AMOUNT (INR)
Basic	18,340
HRA	9,170
Bonus	3,500
Wipro Benefits Plan (WBP)	8,757
<b>Total Fixed Cash</b>	<b>39,767</b>
PF (Employer Contribution)	2,201
Gratuity (5.31% of Basic)	974
<b>Total Fixed Compensation</b>	<b>42,942</b>
<b>Other Compensation Benefits</b>	
Health benefit (Medical)	600
<b>Variable Pay</b>	
Target Variable Pay	2,292
<b>Target Cost to Company per month</b>	<b>45,834</b>
<b>Total Cost to Company per annum</b>	<b>5,50,008</b>

You shall be eligible to receive a onetime "cash bonus" of INR. 100,000 after one year from the Date of appointment. Additionally, after one year from the date of appointment the Bonus amount shall be merged with your regular salary stack effective 1st of the month subsequent to the month of your Date of appointment. The amount will be distributed amongst different existing salary components in accordance with the company policy in this regard.

\*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage



- c. Medical assistance of Rs. 15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2 lacs per annum.

#### **ANNEXURE – IV**

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

#### **ANNEXURE – V**

##### **Variable Pay - A BRIEF OVERVIEW**

###### **Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

#### **SOME ADDITIONAL INFORMATION ON THE SALARY OFFER**

##### **Basic, Additional Allowance and Bonus**

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

##### **House Rental Allowance:**

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

##### **Wipro Benefit Plan (WBP):**

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

###### **1. Leave Travel Allowance:**

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs



50,000.

## **2. Telephone/Mobile Phone Allowances:**

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exemption up to Rs 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

## **3. Non-transferable Meal card:**

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

## **4. Education Allowance:**

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

## **5. New Pension System:**

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

## **Retirement Benefits:**

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

## **Travel, Accommodation, Food & Other Miscellaneous Expenses**

### **Travel**

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

### **Accommodation, Food & other Miscellaneous Expenses**

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
  - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.



**SUMMARY SOCIAL SECURITY & OTHER BENEFITS\*****Medical**

1. **Medical Assistance Program (MAS)\*\*:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.

2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. **Annual Health check:** Company paid Annual health check-up program is available for employees above 40 years of age.

**Gratuity Benefit\*\*:** Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws

**Survivor Benefit Pension Program\*\*:**

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic \* No of years to Retirement \* Grade Factor \* % based on number and age of surviving members.

I.e.  $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$  per month as supplementary pension payable. \*Grade Factor is a band specific predefined pension Accrual rate.

**Loans:**

**Interest Free Loan:** An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

**Contingency Loan:** An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

**\*\* These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.**

**1. Your Life and Accident Cover :**

- a. **Group Personal Accident Insurance (GPAI) Program:** Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. **Group Term Life Insurance:** Rs. 14,00,000 In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro



accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date; this is subject to change in future as per policies of the Company from time to time.

## 2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance. A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management. The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year). Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data-> My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ Signature DHINDHYA P 31/1/2022 2:27 PM

(checking the checkbox above is equivalent to a handwritten signature)

### Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

22767479



Ref.: GET 2022/Civil/GEO-20221571581875

27th May 2022

Ms. Dhivya Darsini A  
Thiagarajar College Of Engineering Madurai  
Contact No. 7825064160

  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Madam,

**Sub: Appointment as Graduate Engineer Trainee**

Hearty Congratulations on being selected for the position of Graduate Engineer Trainee through our rigorous campus selection process. We are pleased to attach the offer of your appointment as GET. We would advise you to sign online and submit your acceptance within 7 days from the date of this letter. In case we do not hear anything from you by that date, we will presume that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.

Further to the Pre-Employment Medical Checkup you are declared **MEDICALLY FIT** for training with us.

You will be required to report at **Head Quarters Office – Chennai**, for the training and initial orientation program on **01<sup>st</sup> July 2022** and your place of posting and joining formalities will be intimated in due course and a detailed email will be sent to you on this separately on receipt of your acceptance of this offer. Please note that request for extension in joining time / Change of Department or Division or Location will not be entertained.

You are requested to bring the following required documents in original for verification, on the date of your physical joining. Also keep two photocopies of the following documents.

- S.S.L.C (10<sup>th</sup> Std) Certificate and Mark sheet - In Original
- H.S.C (12<sup>th</sup> Std) Certificate and Mark sheet - In Original
- Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years- In Original - [Attested copies of degree certificate and final year / semester mark sheets should be forwarded to us within 3 months of your joining].
- Course Completion Certificate (if your final semester/ final year result is not declared) - In Original (Mandatory)
- Good Conduct certificate issued by the College
- Photocopies of achievements in extra-curricular activities claimed (College / District / State /National/ International levels)
- 2 Passport size photographs (Mandatorily photo should be taken in business formal in white background (for Men - Blazer and tie & Women - formal office wear).
- A Copy of your Aadhar Card & PAN Card
- Proof of age - either S.S.C or school leaving certificates
- Covid Vaccination Certificate

Please note that this offer of employment given to you is based on the educational qualification declared by you in your application for employment. This offer will stand automatically cancelled and withdrawn in case the information provided in the application is false or incorrect.

In case of any clarification, kindly contact Ms. Ratna Mishra / 044-22704327 / [ratna@Lntecc.com](mailto:ratna@Lntecc.com)

**Yours faithfully,  
for L&T GeoStructure**

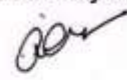


**(Venkatraman Girish)  
HEAD-HUMAN RESOURCES**

Ref.: GET 2022/Civil/GEO-20221571581875

27th May 2022

Ms. Dhivya Darsini A  
Thiagarajar College Of Engineering Madurai  
Contact No. 7825064160

  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Madam,

**Sub: Appointment as Graduate Engineer Trainee**

With reference to the interview you had with us, we have pleasure in selecting you as **Graduate Engineer Trainee** on the following terms and conditions, subject to:

- (a) Your passing the final Degree Examination in FIRST attempt and
  - (b) Being found medically fit by the Company's Doctor.
1. Your period of training will be for twelve months from the date you report for training.
  2. During the course of twelve months training period, you will carry out all directions and instructions issued to you by the Company, its officers and representatives diligently and faithfully carry out your duties and obligations. The course and manner of your training will be decided solely by the Company at its discretion and you may be required to work, as part of your training, in any one of the Departments / Offices / Projects of the Company and/or its Associates / Subsidiary Companies.
  3. During the course of your training, the company will pay you the following salary:

PARTICULARS	AMOUNT (₹) (Office Based)	AMOUNT (₹) (Project Based)
STIPEND	15500/- P.M	15500/- P.M
FLEXIPAY	25210/- P.M	24410 /- P.M
<b>TOTAL</b>	<b>40710/- P.M</b>	<b>39910 /- P.M</b>

You will be eligible for reimbursement of Site Compensatory Allowance when posted at Project Sites as follows: -

Site Compensatory Allowances (P.M)	Project Based
	₹ 3160/-P.M.

A lump sum amount of ₹ 60,000/- will be payable to Graduate Engineer Trainee on successful completion of training period.

You are also eligible to get Leave Travel Assistance ₹ 21,000/- after the completion of eleven months of your training period.

4. **Gratuity:** Your tenure of training of twelve months will not be reckoned as "Service" for the purpose of Gratuity.



**Ms. Dhivya Darsini A**

5. **Provident Fund:** You will be enrolled as a member of "LARSEN & TOUBRO OFFICERS AND SUPERVISORY STAFF PROVIDENT FUND" from the day of your joining our Organization, under which at present the employee shall subscribe a sum equal to 12% of his monthly stipend and the Company contributes an equivalent amount.
6. **Tax Liability:** Income Tax Liability, if any, will be borne by you.
7. **Medical Benefits:** You will be eligible for medical benefits in accordance with the Company's Scheme for your cadre.
8. **Leave:** During the period of training, you will be entitled to leave as per the leave rules shown in **Annexure-I**.
9. **Working Hours:** You will observe the working hours and holidays normally observed by the Department / Location you are assigned to.
10. You shall not at any time engage in, or be concerned with, or be interested in, directly or indirectly, any business, work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and/or its business (the Company being the sole judge thereof).
11. The Company shall have the right to terminate this agreement forthwith without any notice in the event of any of the following: -
  - (i). Breach of any of the conditions of this agreement;
  - (ii). Any misconduct on your part;
  - (iii). Failure to carry out any of your duties and obligations;
  - (iv). Being continuously absent from or omit to attend to your work for 10 days without the Company's previous permission in writing whatever be the cause of such absence or omission.
12. Either party can terminate the training hereunder by giving one month's notice in writing to the other and upon expiration of such period of one month, the training hereunder shall terminate.

The Company may at its sole discretion terminate the Contract of Employment without notice and / or salary in lieu of notice, if in the opinion of the Company, the continuance of your employment is detrimental to the interest of the Company. Provided that, in the event of termination as provided hereinabove, all benefits / perquisites / allowances shall stand forfeited immediately, and you will only receive any statutory benefits as applicable to you on the date of your termination.
13. You are to treat the terms of this agreement as confidential.
14. You are to treat the following as strictly confidential
  - Your salary, allowances, benefits, rewards.
  - The affairs of the Company and its customers of which you may be cognizant and particularly the drawings, quotations, specifications and other manufacturing information.



**Ms. Dhivya Darsini A**

By accepting employment with the Company, you undertake not to disclose the above to anyone. Violation of this would be viewed as a serious breach of conduct.

15. You will keep us informed of your local contact address whenever there is any change.
16. You will be assigned to work in our **L&T Construction - GeoStructure Private Limited**. You will be reporting to **The Project Manager**.
17. We will be intimating you regarding joining formalities in due course. Please note that you will not be eligible for reimbursement of any expenses that you may incur for reporting. Please note that requests for extension in joining time will not be entertained.
18. The Company may extend the training period if the trainee has not attended training on all days or has not fulfilled the learning objectives.
19. On successful completion of the said 12 months training period to the satisfaction of the Company of which the Company shall be the sole judge and depending on the vacancies existing in the Company at that time you will be considered for appointment in the Company's regular cadre.
20. **Code of Conduct:** You shall abide by the internal regulations specified in the company's 'Code of Conduct' inter alia Confidentiality policy, Gift policy, Insider Trading and Policy on Sexual Harassment and any amendments thereof and /or other policies which may become applicable from time to time. Any violation /breach thereof shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanors, termination of Services with immediate effect without any compensation. The Company expects all employees to comply with these regulations in letter and spirit. Company further expects that you will abide by the law of land in your dealings with the Company, its stakeholders & society.

Please note that it is the duty of every employee to familiarize themselves with the dos and don'ts of all policies concerning conduct, discipline and behaviors. In case of any concerns or clarification the HR department may be approached. However, ignorance of the rule will not be accepted as a defence in any case. Please refer **Annexure II**.

21. **Disputes & Arbitration:** Any dispute or difference or claim arising in connection with this contract shall be resolved by reference to arbitration by a sole arbitrator appointed by L&T at its sole discretion. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The language of arbitration shall be English. Each of L&T or the employee shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as the Company or the Employee may in its discretion deem fit. The venue of arbitration shall be at Chennai. The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India.
22. The company reserves the right to verify your documents and background through internal or external agencies. These may include your current / previous employment history, educational/professional credentials and other background checks.



**Ms. Dhivya Darsini A**

23. **Confidentiality Agreement:** As a part of our Information Security Management System, you are responsible for the security of all information including prevention of misuse of information / information processing facilities, relevant to the company affairs and its customers of which you may be cognizant and treat as strictly confidential, in particular, the drawing, quotations, specifications and other manufacturing information. You shall also be responsible for maintaining the confidentiality and prevent unauthorized dissemination, in case you are engaged by the Company in the development and use of any computer programmes.

Any invention or discovery made by you during the course of employment with the Company shall become the property of the Company and you shall forthwith execute such documents including assignment agreements as provided under applicable law for transfer of title to the Company to enable the Company to register the same as Company owned intellectual property and you shall not raise nor have any claim in respect thereof.

24. **Non-disclosure of confidential information and trade secret:** You shall not, except as authorized, reveal/disclose/disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets, secret or confidential information, information contained in any manuals and/or dealings or any information concerning the businesses, finances, external and internal transactions of the company and/or its affiliates / associates / group companies including but not limited to all data, all company contracts, processes, policies, strategies involving marketing, advertising, operations, contractual obligations, business expansion ("confidential information") which may come to your knowledge and/or imparted to you by the company during your employment. You shall hold strict confidence of such confidential information. This restriction shall survive after termination of employment / retirement / resignation / severance of employment for any reason whatsoever without limit in point of time. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memorandum, contracts or processes relating to the business and/or the transactions of the company and/or its affiliates / associates / group companies which may come to your knowledge and/or possession by virtue of his employment with the company for any purpose other than for the benefit of the company. You will be responsible for the safe custody of all the documents, manuals, processes, contacts, kits and other properties belonging to the company that may be entrusted to and/or placed in your possession by virtue of and/or during the course of your employment with the company.

25. **Non-competition restriction:** You shall not engage directly or indirectly in any professional services or employment nor advise, manage, render or perform services to or for any person or entity during the term of your employment with the company. You agree that the company's services are highly specialized. You further agree that the identity and particular needs of the company's customers are not generally known in the industry.

Documents and other information regarding company's services, pricing and cost as well as information pertaining to the company's customers including but not limited to identity, location, service requirements and charges to the customer are highly confidential and secret and hence, you shall not for a period of one year from the termination/ retirement / resignation / severance of your contract of employment for any reason whatsoever, directly or indirectly engage yourself in any capacity in any professional service or employment which is engaged in a business competitive to that of the company within the geographical location wherein the company does its businesses. You are, however free to engage yourself in any profession or employment provided your such future engagement is not competitive and such engagement is in full compliance of all the terms of your employment specially the terms related to Non-disclosure of confidential information and trade secret & Non-Solicitation and Non-Poaching to that of the company.

Page 4 of 5



**Ms. Dhivya Darsini A**

26. **Non-Solicitation and Non-Poaching:** You shall not at any time during the term of your employment with the company or thereafter, under any circumstances, directly or indirectly solicit or attempt to solicit the company's and/or any of its subsidiaries' and/or affiliates' and/or group companies' personnel to leave the employment of the company and/or any of its subsidiaries and/or affiliates or apply for employment with any third party or encourage such personnel of the company. You have further agreed that you shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the company, or with those customers of the company with whom you may have had any contact during your employment with the company and for a period of one year after your employment ceases within the company.

On arrival at our office, please contact our Recruitment Section along with the following documents in original and two attested Xerox copies

- S.S.L.C (10<sup>th</sup> Std) Certificate and Mark sheet - In Original
- H.S.C (12<sup>th</sup> Std) Certificate and Mark sheet - In Original
- Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years- In Original - [Attested copies of degree certificate and final year / semester mark sheets should be forwarded to us within 3 months of your joining].
- Course Completion Certificate (if your final semester/ final year result is not declared) - In Original (Mandatory)
- Good Conduct certificate issued by the College
- Photocopies of achievements in extra-curricular activities claimed (College / District / State /National/ International levels)
- 2 Passport size photographs (Mandatorily photo should be taken in business formals in white background (for Men - Blazer and tie & Women - formal office wear).
- A Copy of your Aadhar Card & PAN Card
- Proof of age - either S.S.C or school leaving certificates
- Covid Vaccination Certificate

All communications/notices should be addressed to **HR Department, L&T GeoStructure Private Limited, L&T Construction, Mount Poonamallee Road, Manapakkam, PB No.979, Chennai-600089, Tamil Nadu, India.** Please give your acceptance online as a token of agreement to the terms and conditions thereof, within 10 days from the date of this offer. In case we do not hear anything from you by that date, we will presume that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.


**Yours faithfully,  
for L&T GeoStructure**



**(Venkatraman Girish)  
HEAD-HUMAN RESOURCES**

Encl: As above

I have read the letter and accept my selection and all the terms and conditions thereof.

  
Dhivya Darsini A (May 28, 2022 23:18 GMT+5.5)  
(Signature)

date : May 28, 2022

Page 5 of 5

Registered Office: L&T House, N. M. Marg, Ballard Estate, Mumbai - 400 001, INDIA  
Licence No.: CIN - L99999MH1946PLC004768

L&T Construction is a brand of Larsen & Toubro Limited



**ANNEXURE – I**  
**LARSEN & TOUBRO LIMITED**  
**L&T CONSTRUCTION**  
**Leave Rules for Post Graduate Engineer Trainee / Graduate Engineer /**  
**Architect Trainee**

**Privilege Leave:**

1. Eligibility : After 11 Months Training
2. Quantum : 23 days per annum
3. PL not availed at the end of the training period will be encashed and cannot be carried over to the Next Year.
4. If for any reason the leave extends beyond the period of training, your training period will be proportionately extended and if the trainee is offered employment with the company, the date of employment will be from the date of training is completed.

**Casual Leave:**

1. Eligibility : From the date of Joining
2. Quantum : 07 days per annum
3. Not more than 2 days CL will be allowed to be taken at one time. With holidays/ weekly off days prefixed / suffixed to CL, the total absence should not exceed 5 days.
4. Except in the case of extreme emergency, application for CL shall be made to the appropriate authority and sanction to be obtained prior to availing of leave.

**Sick Leave:**

1. Eligibility : From the date of Joining
2. Quantum : 07 days per annum on full stipend
3. The trainee shall produce a medical certificate from Registered Medical Practitioner in support of his sickness.
4. The company has the right to have the trainee examined by the company's Medical officer to ascertain the sickness.
5. SL shall not be combined with CL

If for any reason, the attendance of the trainee falls short of 240 working days per annum his training period will be extended by the period of such shortfall.



**LARSEN & TOUBRO LIMITED**

**CODE OF CONDUCT**

**FOR**

**S & E AND COVENANTED  
OFFICERS**

**2020**



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## **I. PREAMBLE**

- L&T is a professionally managed Indian multinational, committed to total customer satisfaction & enhancing stakeholders' value.
- The Company's philosophy on corporate governance is built on a rich legacy of fair & transparent governance & disclosure practices. This includes respect for human values, individual dignity, & adherence to honest, ethical & professional conduct. "L&T-ites" are guided by the vision statement & values mentioned therein for the success & reputation of L&T.

## **II. APPLICABILITY**

This Code of Conduct is applicable to all Supervisory, Executive, Covenanted and equivalent grades of Larsen & Toubro Limited and its group of Companies.

The Board Members, Executive Directors and Senior Managerial Personnel (Senior Officers) will continue to be governed by the Code of Conduct signed by them.

## **III. CODE OF CONDUCT**

### ***i). Honesty, Integrity, Ethics***

All L&T-ites shall act in conformity with professional standards of personal integrity, honesty & ethical conduct, especially when on Company's business, at Company sponsored events, or when representing the Company.

Ethical conduct is one that is free from fraud & deception and includes actual or potential conflicts of interest between personal advantages as against organization's needs and/or values.

### ***ii). Respect for Individuals***

Our success can be achieved only when we treat everyone, both within and outside our Company, with respect. Respect in the workplace, along with individual excellence and collaborative teamwork, is how we will accomplish our goals.



**Compensation and Benefits**

**Name:** Ilamathy S

**Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



Dr. G.K. Ramesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

### Amendment to Appointment Letter

#### WELCOME TO WIPRO

August 12, 2022

Dear MOHAMMED AMEER HAMZA J,

This Amendment is pursuant to your Appointment Letter from Wipro Limited ("Wipro"). The purpose of this letter is to amend two sections ("Appointment Details") and ("Notice Period & Termination") of your current Appointment Letter by removing the probation period.

"Appointment Details" will be replaced with the following:

#### "Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. The retirement age is 58 years.
- c. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- d. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- e. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.

- f. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining."

"Notice Period & Termination" will be replaced with the following:

#### "Notice Period & Termination:



Your employment with the Company shall be terminable, without reasons, by either party giving three months' notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items."

1. **No Further Modification.** Except as expressly modified herein, all other terms and conditions of the Appointment Letter shall remain in full force and effect. This Amendment is fully integrated into the Appointment Letter.
2. **No Waiver.** Nothing in this Amendment shall be construed as a waiver of any breach, covenant, right or remedy of the Parties.
3. **Counterparts.** This Amendment may be executed in any number of counterparts in original or facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.
4. **Precedence.** This Amendment shall constitute a part of and shall be read together with the Appointment Letter and shall run concurrently and be co-terminus and co-extensive with Appointment Letter. However, this Amendment shall prevail in the event of any inconsistency between any terms and conditions to this Amendment and the Appointment Letter.

Yours sincerely,  
For Wipro Limited,



**Aparna Shailen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the employment on the terms and conditions herein.

☒ Accept

☒ Signature PRAVEENKUMAR J 12/8/2022 8:29 PM  
(checking the checkbox above is equivalent to a handwritten signature)

**Registered Office:**

**Wipro Limited** T : +91 (80) 2844 0011  
**Doddakannelli** F : +91 (80) 2844 0054  
**Sarjapur Road** E : info@wipro.com  
**Bengaluru 560 035** W : wipro.com  
**India** C : L32102KA1945PLC020800



2022

Cognizant



*Handwritten signature*

Dr. G.K. Rajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

08-Mar-2022

Dear Arthy Lakshmi K,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

Candidate ID – 19207478

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR 401,988/-. This includes an annual target incentive of INR 22,500/- as well as Cognizant's contribution of INR 19,500/- towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in Compensation and Benefits. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR 450,500/-. This includes an annual target incentive of INR 22,500/- as well as Cognizant's contribution of INR 19,500/- towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant.

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you.

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs

Regd Office: 115/535, Old Mahabalipuram Road, Okkiam Thoralpakkam, Chennai - 600 097

*Handwritten signature: K. Arthy Lakshmi*



## Cognizant

focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

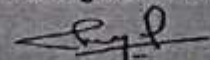
### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2.cognizant.com>

Yours sincerely,  
For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar  
Vice President – Human Resources

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

Signature: K. Arthy Lalshmi

Date: 25.08.2022



**Compensation and Benefits**

Name: Arthy Lakshmi K

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
Annual Gross Compensation			359,988
Incentive Indication (per annum)**			22,500
Annual Total Compensation			382,488
Company's contribution towards benefits (Medical, Accident and Life Insurance)			19,500
Annual Total Remuneration			401,988

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser.

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

• **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

• **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

• **Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



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

This Employment Agreement ("Agreement") is made effective as of 25-08-2022 between:

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

AND

Arthy Lakshmi K, 22, residing at Plot no B133, 19<sup>th</sup> St, Rahmath Nagar, Tirunelveli - 627011 (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

**RECITAL:**

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

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

**1. Duties and Responsibilities**

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

**2. Place of Employment**

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

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

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

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*K. Arthy Lakshmi*



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

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

#### 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per

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K. Arthy Lakshmi



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

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*K. Arthy Lakshmi*



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

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

## 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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

*K. Arthy Lakshmi*



## Cognizant

- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

### 16. Deputation, Assignment and Transfer

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

### 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

### 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

### 19. General

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

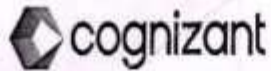
Cognizant Technology Solutions India Private Limited

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

Arthy Lakshmi K

Sign: K. Arthy Lakshmi  
Name: ARTHY LAKSHMI - K





Cognizant Technology Solutions India Private Ltd

**Payslip for the month of Nov 2023**

Financial Period 2023-2024

Private &amp; Confidential

### Associate Information

Ms. Karthiga G

Associate Id	2148488	Location	COG KITS Campus(CKC)/SDB2&3 SEZ
Designation	Programmer Analyst	PAN	DN0000003F
Gender	Female	Bank A/C	XXXXXXXX4206
Date Of Joining	25-Aug-2022	ESI Number	
PF A/C	TN/MAS/31309/2025138	Status	Salary Credited
UAN	101857939845	Available Calendar Days	30
SA Policy No	-	Paid Days	30
SA LIC ID	-	Loss of Pay Days	0

Earnings		Amount	Deductions		Amount
Basic		11,925	Provident Fund-Employee Contribution		1,800
House Rent Allowance		7,155	TDS		0
Conveyance Allowance		800			
Medical Allowance		1,250			
Special Allowance		9,132			
Advance Statutory Bonus		2,000			
(A) Total Earnings		32,262	(B) Total Deduction		1,800

$$\text{Net Salary} = (A) - (B)$$

30,462



Attested



Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

11-Apr-2022

Dear Kaviya R,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

Candidate ID – 19207511

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs



focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

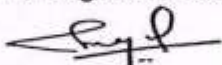
b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



Compensation and Benefits

Name: Kaviya R

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
Annual Gross Compensation			359,988
Incentive Indication (per annum)**			22,500
Annual Total Compensation			382,488
Company's contribution towards benefits (Medical, Accident and Life Insurance)			19,500
Annual Total Remuneration			401,988

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



## **Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

## **Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Kaviya R, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

### RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

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

## 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

**16. Deputation, Assignment and Transfer**

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

**17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

**18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Kaviya R**

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

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





Dr. G.K. Rajaraj  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

10-Apr-2022

Dear Lakshmi Priya Chidambaram,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

**Candidate ID – 19207600**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs



focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

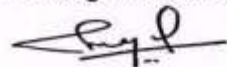
b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



**Compensation and Benefits**

**Name:** Lakshmipriya Chidambaram **Designation:** Programmer Analyst Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
<b>Annual Gross Compensation</b>			<b>359,988</b>
Incentive Indication (per annum)**			22,500
<b>Annual Total Compensation</b>			<b>382,488</b>
Company's contribution towards benefits (Medical, Accident and Life Insurance)			19,500
<b>Annual Total Remuneration</b>			<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



## **Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

## **Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Lakshmipriya Chidambaram, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

### RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the



Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

## 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

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

## 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24



hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the



Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

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

## 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

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

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Lakshmipriya Chidambaram**

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

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



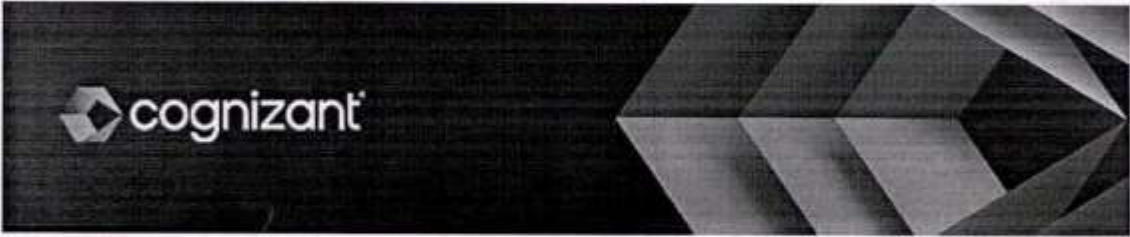


Internship completion mailer with DOJ for FTE joining

1 message

<GenCOBSupport@cognizant.com>  
To: linceyaugnes@gmail.com

Mon, 1 Aug, 2022 at 10:21 pm



Dear Lincey Augnes E,

Greetings from Cognizant!

  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

Congratulations on completing your Internship at Cognizant between 2/14/2022 (MM/DD/YYYY) and 7/22/2022 (MM/DD/YYYY)

We see that you have performed well in your internship and would like to appreciate the passion and professionalism you've exhibited during this period.

This is to inform you that you will be onboarded during **"August , 2022"** into Cognizant as a full-time employee and you would receive the necessary intimation on your pre-joining formalities completion to enable timely onboarding.

Looking forward to welcoming you into Cognizant.

Regards,

Human Resources – Cognizant

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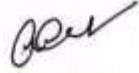
This e-mail and any files transmitted with it are for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient(s), please reply to the sender and destroy all copies of the original message. Any unauthorized review, use, disclosure, dissemination, forwarding, printing, copying of this email, and/or any action taken in reliance on the contents of this e-mail is strictly prohibited and may be unlawful. Where permitted by applicable law, this mail and other e-mail communications sent to and from Cognizant e-mail addresses may be monitored.





03-Dec-2021

Nandhini M  
B.E. Civil  
Thiagarajar College of Engineering, Madurai

  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

Dear Nandhini M,

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.



At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

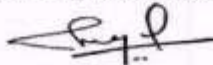
You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

Yours sincerely,  
For **Cognizant Technology Solutions India Pvt. Ltd.,**



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

**Date:**





11-Apr-2022

Dear Sathish C,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

**Candidate ID – 19207487**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500 /-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs



focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

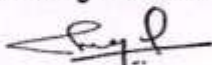
### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,  
**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar  
**Vice President – Human Resources**

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

**Signature:**

**Date:**



## Compensation and Benefits

Name: Sathish C

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

*Dr. G.K. Raajesh*  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Sathish C, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

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

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

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

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

**16. Deputation, Assignment and Transfer**

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

**17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

**18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Sathish C**

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

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



## ZOHO CORPORATION PRIVATE LIMITED

NO 140, 151, ESTANCIA IT PARK VALLANCHERI VILLAGE, CHENGALPET TALUK  
CHENGALPET Tamil Nadu 603202 India



# SALARY CERTIFICATE

Date: 07/12/2023

TO WHOMSOEVER IT MAY CONCERN

This is to certify that NAVEEN B (Employee ID: 13833), is working in our organization as MEMBER TECHNICAL STAFF since 04/05/2022 and is CTC of ₹78,000.00/- per month.

The salary breakup is as given below:

AILS	AMOUNT
Basic	₹31,200.00
House Rent Allowance	₹15,600.00
Children Education Allowance	₹1,000.00
Fixed Allowance	₹24,956.00
Flexible Benefit Plan(s)	₹1,500.00
EPF - Employer Contribution	₹3,744.00
<b>TOTAL CTC</b>	<b>₹78,000.00</b>

  
Dr. G.K. Rajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

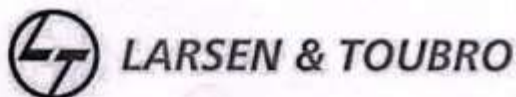
Yours sincerely





Gurumurthy K  
Sr.Manager-HR



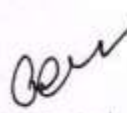


Larsen & Toubro Limited,  
Construction  
Water & Effluent Treatment  
P. B. No. 979, Mount Poonamallee Road  
Manapakkam  
Chennai - 600 089, INDIA.  
Tel : +91-44-2252 6000, 2252 8000  
Fax : +91-44-3319 4949  
www.Lntecc.com

Ref.: GET 2020 / CIVIL / WET IC - 20201681000

30<sup>th</sup> July 2022

Mr. Prasanna G M  
Thiagarajar College of Engineering, Madurai  
Contact No. 8610851802

  
Dr. G.K. Rajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Sir,

**Sub: Appointment as Graduate Engineer Trainee**

Hearty Congratulations on being selected for the position of Graduate Engineer Trainee through our rigorous campus selection process. We are pleased to attach the offer of your appointment as GET. We would advise you to sign online and submit your acceptance within 7 days from the date of this letter. In case we do not hear anything from you by that date, we will presume that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.

Further to the Pre-Employment Medical Checkup you are declared **MEDICALLY FIT** for training with us.

You will be required to report for the training and initial orientation program on **17th August, 2020** through virtual mode. Your joining formalities will be completed through an online system. You will be posted at **24x7 Hubballi-Dharwad DB Project in Karnataka state under Bangalore region**. A detailed email will be sent to you on this separately on receipt of your acceptance of this offer. However, your physical date of reporting will depend on easing of travel restrictions to your place of posting. Please note that request for extension in joining time / Change of Department or Division or Location will not be entertained.

You are requested to submit the following documents online (scanned in colour) on or before 10th August, 2020 : You will also be required to produce the following original documents at the place of posting for verification, on the date of your physical joining

- S.S.L.C (10<sup>th</sup> Std) Certificate and Mark sheet - In Original
- H.S.C (12<sup>th</sup> Std) Certificate and Mark sheet - In Original
- Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years- In Original - [Attested copies of degree certificate and final year / semester mark sheets should be forwarded to us within 3 months of your joining].
- Course Completion Certificate (if your final semester/ final year result is not declared) - In Original (Mandatory)
- Good Conduct certificate issued by the College
- Photocopies of achievements in extra-curricular activities claimed (College / District / State /National/ International levels)
- 2 Passport size photographs (Mandatorily photo should be taken in business formal in white background (for Men - Blazer and tie & Women - formal office wear).
- A Copy of your Aadhar Card & PAN Card
- Proof of age - either S.S.C or school leaving certificates

Please note that this offer of employment given to you is based on the educational qualification declared by you in your application for employment. This offer will stand automatically cancelled and withdrawn in case the information provided in the application is false or incorrect.

In case of any clarification, kindly contact Mr. Sivakumar B / 9500010533 / [Sivakumar.b@Intecc.com](mailto:Sivakumar.b@Intecc.com)

Yours Faithfully,  
for LARSEN & TOUBRO LIMITED



(R SAI RADHA)  
HEAD - TALENT ACQUISITION  
WATER & EFFLUENT TREATMENT IC

Registered Office: L&T House, N. M. Marg, Ballard Estate, Mumbai - 400 001, INDIA  
Licence No.: CIN - L99999MH1946PLC004768

L&T Construction - Water & Effluent Treatment is a brand of Larsen & Toubro Limited





**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**Amendment to Appointment Letter**

**WELCOME TO WIPRO**

August 12, 2022

Dear PRAVEENKUMAR J,

This Amendment is pursuant to your Appointment Letter from Wipro Limited ("Wipro"). The purpose of this letter is to amend two sections ("Appointment Details") and ("Notice Period & Termination") of your current Appointment Letter by removing the probation period.

"Appointment Details" will be replaced with the following:

**"Appointment Details:**

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. The retirement age is 58 years.
- c. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- d. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- e. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- f. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining."

"Notice Period & Termination" will be replaced with the following:

**"Notice Period & Termination:**



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Your employment with the Company shall be terminable, without reasons, by either party giving three months' notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items."

1. **No Further Modification.** Except as expressly modified herein, all other terms and conditions of the Appointment Letter shall remain in full force and effect. This Amendment is fully integrated into the Appointment Letter.
2. **No Waiver.** Nothing in this Amendment shall be construed as a waiver of any breach, covenant, right or remedy of the Parties.
3. **Counterparts.** This Amendment may be executed in any number of counterparts in original or facsimile, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.
4. **Precedence.** This Amendment shall constitute a part of and shall be read together with the Appointment Letter and shall run concurrently and be co-terminus and co-extensive with Appointment Letter. However, this Amendment shall prevail in the event of any inconsistency between any terms and conditions to this Amendment and the Appointment Letter.

Yours sincerely,  
For Wipro Limited,



Aparna Shailen  
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

☒ Accept

☒ Signature PRAVEENKUMAR J 12/8/2022 8:29 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T : +91 (80) 2844 0011  
Doddakannelli F : +91 (80) 2844 0054  
Sarjapur Road E : info@wipro.com  
Bengaluru 560 035 W : wipro.com  
India C : L32102KA1945PLC020800

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*Dr. G.K. Rajesh*  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

25-Apr-2022

Dear Priyanka N,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

Candidate ID – 19619121

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500 /-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of **INR 25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only **15 days** and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant.

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focus primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

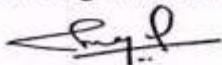
b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



**Compensation and Benefits**

**Name:** Priyanka N

**Designation:** Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

**Note:** The Insurance amount may vary subject to market conditions from time to time.

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity



leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

**\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\* **Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Priyanka N, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

### RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

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

## 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

**16. Deputation, Assignment and Transfer**

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

**17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

**18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Priyanka N**

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

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





*[Signature]*  
Dr. G.K. Rajesh  
Placement Officer  
Thiagarajar College of Engineering,  
Madurai-625 015

03-Dec-2021

Ravichandran Punitha  
B.E. Civil  
Thiagarajar College of Engineering, Madurai

Dear Ravichandran Punitha,

Further to our Letter of Intent / Offer for the position of Programmer Analyst Trainee / Programmer Analyst aligned to the hiring category and in response to your subsequent confirmation for Internship Program with us, we are pleased to offer you an Internship with us for a **period of 3 to 6 months**, starting Dec 2021.

During this period, you will be provided with a stipend of INR 12,000 per month equated to the planned duration of the Internship curriculum and will be paid only subject to successful completion of milestones as defined in the curriculum prior to the monthly stipend processing window for a given month based on your performance and attendance.

Actual commencement of Internship dates and duration would be shortly communicated to you and the internship would be based on the business demand aligned to your skill tracks.

Though Cognizant Internship being a pre-requisite skill and capability development program, it does not guarantee employment. However, the successful completion of internship will form a critical part of your employment with Cognizant if an opportunity arises in future.

You will undergo a learning curriculum as per the learning track assigned to you. The learning path will include in-depth sessions, hands on exercise and project work. There will also be series of webinars, quizzes, SME interactions, mentor connects, code challenges, assessments etc. to accelerate your learning. The outcome during Internship would be monitored through formal evaluations.

Prior to joining on the rolls of Cognizant, you must have successfully completed the prescribed Internship program. In the event of unsatisfactory Internship, Cognizant reserves rights at its sole discretion to revoke its employment offer.

Please also note that:

- The Internship timings would be for 9 hours per day from Monday through Friday aligned to the working timings followed in Cognizant
- Interns are covered under Cognizant's calendar holidays of the respective location of internship and you would need to adhere with minimum attendance requirements. Prior approvals are must towards any unavoidable leave or break requests during the program.
- There would be zero tolerance to plagiarisms and misconduct during the internship. Any such incident reported will lead to immediate cancellation of internship without any notice.
- You would be required to ensure timely completion and submission of assignments, project work and preparation required prior to the sessions.
- You may be required, to travel to other locations within India if there is a business need as per your internship program
- Cognizant reserves rights regarding IT infra as applicable and access to information and material of Cognizant during the internship period and may modify or amend the Cognizant GenC program terms and conditions from time to time
- Stipend payment will be done for the prescribed Internship Curriculum period only and no additional payment will be done for any delay in completion.
- Attendance and successful completion of Milestone(s) are the eligible factors for processing stipend payment and tenure spent will not guarantee your monthly stipend payment.



At the time of your reporting for the internship, you will be required to sign a Non - Disclosure Agreement with the company. During the course of your Internship and after completion of the same, you are required to maintain strictest confidentiality with respect to company proprietary or products that you access or come into contact with, during your project as an Intern, at all times as per our Policy. Use of company proprietary information or products shall not be made without prior permission from the concerned authority. Any breach of information security will be dealt as per Company Policy.

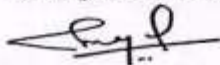
You will also be required to submit the following documents at the time of reporting;

- Photocopy of your Passport & Visa
- Photocopy of your Certificates / Mark Sheets in support of your Educational Qualification(s)
- 2 Passport-size photographs
- Pan Card
- Aadhar Card
- Personal individual bank account from a nationalized bank for processing stipend

Please do not hesitate to call us for any information you may need.

We wish you good luck.

Yours sincerely,  
For **Cognizant Technology Solutions India Pvt. Ltd.**,



Maya Sreekumar  
**Vice President - Human Resource**

I accept the terms and conditions of the internship program as mentioned above.

**Signature:**

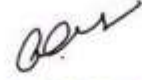
**Date:**





**Offer: Computer Consultancy**  
**Ref: TCSL/CT20213654071/Chennai**  
**Date: 04/11/2021**

Mr. Ramasubramaniam K  
5/1689Kalaivanar Street,  
Sadhasiva Nagar,  
Madurai-625020,  
Tamil Nadu.  
Tel# 91-8144367084

  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

Dear Ramasubramaniam K,

**Sub: Letter of Offer**

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

**TCS Confidential**  
**TCSL/CT20213654071**

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**TATA CONSULTANCY SERVICES**

Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai 600 119 Tamil Nadu, India  
Tel: 91 44 6616 2222 Fax: 91 44 6616 2555 Website: www.tcs.com  
Registered Office: Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021  
TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

## **COMPENSATION AND BENEFITS**

### **BASIC SALARY**

You will be eligible for a basic salary of ₹14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

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

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

#### **1. House Rent Allowance (HRA)**

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

#### **2. Leave Travel Allowance**

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

#### **3. Food Card**

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





## **PERFORMANCE PAY**

### **Monthly Performance Pay**

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

## **CITY ALLOWANCE**

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## **XPLORE/ LEARNING INCENTIVES**

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

## **OTHER BENEFITS**

### **Health Insurance Scheme**

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

HIS offers the following benefits:





## 1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## 2. Higher Hospitalisation

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

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## Maternity Leave

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

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

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

## Loans

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

## Professional Memberships

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





## **RETIRALS**

### **Provident Fund**

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

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## **TERMS AND CONDITIONS**

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.





### 3. Training Period

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

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

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

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

### 4. Working Hours

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

### 5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### 6. Compensation Structure / Salary components

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

### 7. Increments and Promotions

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

### 8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a





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

#### **9. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

#### **10. Service Agreement**

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

#### **11. Work in SBWS mode**

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

#### **12. Overseas International Assignment Agreement**

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related





documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

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

### **13. Terms and Conditions**

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

### **14. TATA Code of Conduct**

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

### **15. Notice Period**

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

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

### **16. Retirement**

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

### **17. Pre-employment Medical Certificate**

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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**TATA CONSULTANCY SERVICES**

**Tata Consultancy Services Limited**

415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai 600 119 Tamil Nadu India

Tel: 91 44 6616 2222 Fax: 91 44 6616 2555 Website: [www.tcs.com](http://www.tcs.com)

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TCS Careers Serviceline: 1800 209 3111 Email: [careers@tcs.com](mailto:careers@tcs.com)





TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

#### 18. Employment of Non Indian Citizens

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

#### 19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

#### 20. Submission of Documents

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

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

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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**TATA CONSULTANCY SERVICES**

Tata Consultancy Services Limited

415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai 600 119 Tamil Nadu India

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

\*There is no criminal offence registered/pending against you

\*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

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

\*PAN Card (Permanent Account Number)

\*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

\*Passport

\*NSR E-Card

## **21. TCS Xperience Program**

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

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

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## **22. Letter of Appointment**

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

## **23. Rules and Regulations of the Company**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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**TATA CONSULTANCY SERVICES**

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time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

#### **24. Compliance to all clauses**

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

#### **25. Data Privacy Clause:**

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.





*Dr. G.K. Raajesh*  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

# **GROSS SALARY SHEET**

**Annexure 1**

<b>Name</b>	<b>Ramasubramaniam K</b>
<b>Designation</b>	<b>Assistant System Engineer-Trainee</b>
<b>Institute Name</b>	<b>Thiagarajar College Of Engineering, Madurai</b>

Table 1: Compensation Details (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>3,36,877</b>
<b>Xplore/ Learning Incentive****</b>		<b>Upto 60,000</b>

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

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

\*\*\*\* Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

<b>Component Category</b>	<b>Monthly</b>	<b>Annual</b>
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>

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## **TATA CONSULTANCY SERVICES**

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## Annexure 2

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	





### Annexure 3

#### Confidentiality and IP Terms and Conditions

##### 1. Confidential Information

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

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.





## **2. Associate's Obligations**

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

## **3. Intellectual Property Rights**

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





**4. Prior knowledge**

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

**5. Use of third party material**

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

**6. Security policies and Guidelines.**

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

**7. Working in SBWS Framework:**

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.





(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

#### **8. Restriction on Associate's Rights**

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

#### **9. No License**

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





## 10. Equitable Rights

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

## 11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.





(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.





*Dr. G.K. Raajesh*  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

11-Apr-2022

Dear Safikaa J,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

Candidate ID – 19207530

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60%** aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs



focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

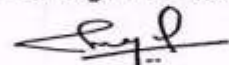
b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

### Compensation and Benefits

Name: Safikaa J

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Safikaa J, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

### RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

## 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

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

## 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

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

## 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

**16. Deputation, Assignment and Transfer**

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

**17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

**18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Safikaa J**

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

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





  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**Offer: Computer Consultancy**  
**Ref: TCSL/CT20213653668/Chennai**  
**Date: 04/11/2021**

Mr. Sanjay B  
188 BS.K Township, 4th Cross,  
Thathampatti,  
Salem-636014,  
Tamilnadu.  
Tel# 91-9443798892

Dear Sanjay B,

**Sub: Letter of Offer**

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be assigned a role in the **Infrastructure Services (IS)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

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

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &





11-Apr-2022

Dear Saravanakumar K,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

*Dr. G.K. Raajesh*  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

**Candidate ID – 19618892**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500 /-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of **INR 25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of **60% aggregate** (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

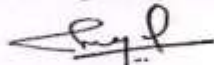
### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,  
**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar  
**Vice President – Human Resources**

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

**Signature:**

**Date:**



## Compensation and Benefits

Name: Saravanakumar K

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

*Dr. G.K. Raajesh*  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

**\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\* **Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



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

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Saravanakumar K, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

**RECITAL:**

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

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

**1. Duties and Responsibilities**

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

**2. Place of Employment**

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### **11. Indemnity**

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

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

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

#### **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

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

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

**16. Deputation, Assignment and Transfer**

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

**17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

**18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Saravanakumar K**

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

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



# Payslip

## NOV 2023

Dr. G. Rajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015



TATA CONSULTANCY SERVICES

MS. SIVANTHIYA S												
Employee Details				Payment & Leave Details						Location Details		
Emp No.	2157338			Bank Name	HDFC Bank						Location	Siruseri - EB1
Grade	C1Y	UAN	XXXXXXXX8374	Acc No.	XXXXXXXX1821						Base Br.	TCS - CHENNAI
PAN	XXXXXXXX140J			Days paid	30						Depute Br.	TCS - Chennai
Tax Regime	NEW			Leave Balance	EL	X	SL	X	CL	X	WON/ SWON	20528017

Earnings	Arrears (INR)	Current (INR)	Deductions	Amount (INR)
Basic Salary		14,800.00	Provident Fund	1,776.00
House Rent Allowance		7,400.00		
Leave Travel Allowance		1,233.00		
Miscellaneous		910.00		
City Allowance		1,100.00		
Performance Pay		1,500.00		
Total Earnings (Current + Arrears)		26,943.00	Total Deductions	1,776.00

Net Pay (INR)

25,167.00

Projected Annual Tax Information					
Annual Income*	3,46,305.00	Net Tax Income r/o	2,96,310.00		
Deductions under Sec 16	50,000.00	Total Tax Payable			
Chapter VIA relief	0.00	Tax Deducted till date			
		Balance Tax			

\* Please Note, Annual Income is after considering the exemption - if any.





Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

08-Mar-2022

Dear Srivathsan T N,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

**Candidate ID – 19207450**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500 /-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs



focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

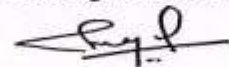
b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



**Compensation and Benefits**

**Name:** Srivathsan T N

**Designation:** Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
<b>Annual Gross Compensation</b>			<b>359,988</b>
Incentive Indication (per annum)**			22,500
<b>Annual Total Compensation</b>			<b>382,488</b>
Company's contribution towards benefits (Medical, Accident and Life Insurance)			19,500
<b>Annual Total Remuneration</b>			<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Srivathsan T N, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

### RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

## 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

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

## 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

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

## 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

**16. Deputation, Assignment and Transfer**

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

**17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

**18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Srivathsan T N**

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

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



wipro

**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

### APPOINTMENT LETTER

February 1, 2022

Dear Sugapriyan S,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

#### **1. Appointment Details:**

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

#### **2. Compensation:**

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure V. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other



relevant criteria.

### 3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. [mywipro.wipro.com](https://mywipro.wipro.com)

### 4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

### 5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
  - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
  - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
  - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.



**6. Confidentiality:**

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

**7. Assignment of Intellectual Property**

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

**8. Non-Compete**

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

**9. General:**

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
  - i. You have not scored minimum aggregate marks of 60% in your 10<sup>th</sup> Standard or equivalent education.
  - ii. You have not scored minimum aggregate marks of 60% in your 12<sup>th</sup> Standard or equivalent education.
  - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
  - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation



and 60% in post-graduation.

v. You have any pending backlogs/ arrears on the date of appointment.

**Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.**

#### **10. Training Agreement:**

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of atleast 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall be liable to pay to the Company liquidated damages of upto Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

#### **11. Notice Period & Termination:**

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

#### **12. Pre Joining Program (PJP):**

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,  
For Wipro Limited,



**Aparna Shallen**  
**General Manager - Human Resources**

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on



**ANNEXURE I****DECLARATION ON CONFLICT OF INTEREST**

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

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

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

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

**Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders**

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: [polycycleclearinghouse@wipro.com](mailto:polycycleclearinghouse@wipro.com).
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
  - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
  - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
  - c. Unauthorized disclosure or communication of UPSI.
  - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil



and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to [policyclearinghouse@wipro.com](mailto:policyclearinghouse@wipro.com).

## **ANNEXURE II**

### **PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000**

I, Sugapriyan S confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

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

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

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

## **ANNEXURE III**

### **SALARY OFFER SHEET**

Name: Sugapriyan S

Career Group: Group B1

Position: Project Engineer

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	18,340
HRA	9,170
Bonus	3,500
Wipro Benefits Plan (WBP)	8,757
<b>Total Fixed Cash</b>	<b>39,767</b>
PF (Employer Contribution)	2,201
Gratuity (5.31% of Basic)	974
<b>Total Fixed Compensation</b>	<b>42,942</b>
<b>Other Compensation Benefits</b>	
Health benefit (Medical)	600
<b>Variable Pay</b>	
Target Variable Pay	2,292
<b>Target Cost to Company per month</b>	<b>45,834</b>



**Total Cost to Company per annum****5,50,008**

You shall be eligible to receive a onetime "cash bonus" of INR. 100,000 after one year from the Date of appointment. Additionally, after one year from the date of appointment the Bonus amount shall be merged with your regular salary stack effective 1st of the month subsequent to the month of your Date of appointment. The amount will be distributed amongst different existing salary components in accordance with the company policy in this regard.

\*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs. 15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2 lacs per annum.

#### **ANNEXURE – IV**

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

#### **ANNEXURE – V**

##### **Variable Pay - A BRIEF OVERVIEW**

##### **Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

#### **SOME ADDITIONAL INFORMATION ON THE SALARY OFFER**

##### **Basic, Additional Allowance and Bonus**

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

##### **House Rental Allowance:**



HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

### **Wipro Benefit Plan (WBP):**

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

#### **1. Leave Travel Allowance:**

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

#### **2. Telephone/Mobile Phone Allowances:**

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

#### **3. Non-transferable Meal card:**

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

#### **4. Education Allowance:**

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

#### **5. New Pension System:**

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

### **Retirement Benefits:**

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

### **Travel, Accommodation, Food & Other Miscellaneous Expenses**

#### **Travel**

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.



Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
  - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS\*Medical

1. Medical Assistance Program (MAS)\*\*: This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI)**. This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. Mediclaim: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit\*\*: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws

Survivor Benefit Pension Program\*\*:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic \* No of years to Retirement \* Grade Factor \* % based on number and age of surviving members.

I.e.  $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$  per month as supplementary pension payable. \*Grade Factor is a band specific predefined pension Accrual rate.



**Loans:**

**Interest Free Loan:** An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

**Contingency Loan:** An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

\*\* These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

**1. Your Life and Accident Cover :**

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14,00,000 In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date; this is subject to change in future as per policies of the Company from time to time.

**2. Voluntary Superannuation Policy (VSS)**

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance. A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management. The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year). Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data-> My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept☐ Decline☒ Signature Sugapriyan S 1/2/2022 4:11 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:



2/1/22, 4:14 PM

[https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Turbo\\_B\\_Tech\\_Offer\\_Letter\\_Template\\_2022&u...](https://wipro.icims.com/forms?module=Forms&action=showForm&view=htm&form=Turbo_B_Tech_Offer_Letter_Template_2022&u...)

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22767485





K. Rajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

08-Mar-2022

Dear Nivashini T,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

**Candidate ID – 19207527**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs



focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

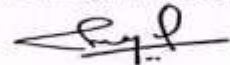
a) You could be onboarded directly to business without any additional training.

b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,  
**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar  
**Vice President – Human Resources**

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

**Signature:**

**Date:**



Dr. G.K. Rajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**Cognizant**

**Compensation and Benefits**

**Name:** Nivashini T

**Designation:** Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
<b>Annual Gross Compensation</b>			<b>359,988</b>
Incentive Indication (per annum)**			22,500
<b>Annual Total Compensation</b>			<b>382,488</b>
Company's contribution towards benefits (Medical, Accident and Life Insurance)			19,500
<b>Annual Total Remuneration</b>			<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



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

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Nivashini T, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

**RECITAL:**

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

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

**1. Duties and Responsibilities**

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

**2. Place of Employment**

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

## 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

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

## 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## 11. Indemnity

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

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

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

## 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## 14. Retirement

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

## 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

## 16. Deputation, Assignment and Transfer

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

## 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

## 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

## 19. General

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Nivashini T**

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


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





09-Mar-2022

Dear Tharanikha S,  
B.E., Civil  
Thiagarajar College of Engineering, Madurai

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Candidate ID – 19619120

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500 /-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of **INR 25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

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At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



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### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

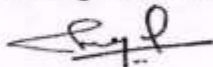
### 4. Training - Post Joining Cognizant:

Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,  
**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar  
**Vice President – Human Resources**

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

**Signature:**

**Date:**



## Compensation and Benefits

Name: Tharanikha S

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
<b>Annual Gross Compensation</b>			<b>359,988</b>
Incentive Indication (per annum)**			22,500
<b>Annual Total Compensation</b>			<b>382,488</b>
Company's contribution towards benefits (Medical, Accident and Life Insurance)			19,500
<b>Annual Total Remuneration</b>			<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

*Dr. G.K. Raajesh*  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

**Leave & Vacation:**

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

**\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



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

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Tharanikha S, 22, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

**RECITAL:**

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

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

**1. Duties and Responsibilities**

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

**2. Place of Employment**

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### **11. Indemnity**

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

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

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

#### **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

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

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

**16. Deputation, Assignment and Transfer**

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

**17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

**18. Dispute Resolution and Governing law**

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

**19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Tharanikha S**

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

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





Signature of  
HOD, Thiruvallur College of Engineering  
Madurai-625 015

05-May-2022

Dear Thiruvallur M,  
B.E., Civil  
Thiruvallur College of Engineering, Madurai

Candidate ID – 19744087

Thank you for exploring career opportunities with Cognizant Technology Solutions India Private Limited ("Cognizant"). You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**.

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR 401,988/-. This includes an annual target incentive of INR 22,500/- as well as Cognizant's contribution of INR 19,500/- towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR 450,500/-. This includes an annual target incentive of INR 22,500/- as well as Cognizant's contribution of INR 19,500/- towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for only 15 days and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant.

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program (if offered to you) as detailed below:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us. This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs

Regd Office: 115/535, Old Mahabalipuram Road, Okkiam Thorapakkam, Chennai - 600 097

M. Thiruvallur



focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.

b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program

c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.

b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

Upon successful completion of internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

a) You could be onboarded directly to business without any additional training.

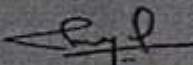
b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.

c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2cognizant.cognizant.com>

Yours sincerely,

For Cognizant Technology Solutions India Pvt. Ltd.



Maya Sreekumar

Vice President - Human Resources

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

Signature: M. Thiruvana

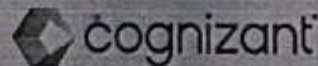
Date: 01.12.2022



Dr. G.K. Rajesh  
Madurai-625 015

Engineer

Dr. G.K. Rajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015



### Compensation and Benefits

Name: Thiruvarasan M

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
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Note: The Insurance amount may vary subject to market conditions from time to time.

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

#### Leave & Vacation:

- From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

Regd Office: 115/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai - 600 097

M. Thiruvarasan



- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy

**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution; PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

\*\*\* **Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of 01.12.2022 between:

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

AND

Thiruvaraman M, 22, residing at 40/2, Kandaswami Nagar, Madurai - 625003 (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

### RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

During your employment with the Company, you shall not, without the Company's prior written consent, directly or indirectly employ or engage with any other person, business or entity, whether or not for any gain or profit, irrespective of whether it is during or outside your hours of work in the Company. Additionally, you are not allowed to undertake any other gainful employment, engagement, business, assume any public office or private office, honorary or remunerative position, without prior written permission of the Company. During your employment with the Company, you shall not directly or indirectly engage in any conduct in conflict with or averse to the best interests of the Company, as determined by the



Company at its sole discretion. In addition, you shall not disclose, divulge or bring on to Cognizant's systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### 5. Data Protection

By signing below,

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

#### 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.



- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per any Company policy and which will be notified to you in advance.
- d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated



and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;

c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### 11. Indemnity

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

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

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

#### 13. Unauthorized Absence

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### 14. Retirement

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

#### 15. Termination of Employment

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

- Misconduct, as provided in Misconduct and Disciplinary Action Policy
- Non-adherence to Associate Deployment Pool Policy
- Violation of Social Media Policy or Conflict of Interest Policy
- Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property or reputation
- Insubordination or failure to comply with the directions given to you by persons so authorized
- Insolvency or conviction for any offence involving moral turpitude



- Breach of any terms or conditions of the Agreement and/or Company's policies or other documents or directions of the Company
- Violation of non-disparagement obligations
- Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

#### 16. Deputation, Assignment and Transfer

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

#### 17. Survival

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

#### 18. Dispute Resolution and Governing law

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### 19. General

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

Cognizant Technology Solutions India Private Limited

Thiruvaraman M

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

Sign: M. Thiruvaraman  
Date: 01.12.2022



Ref.: GET 2021/Civil/TIIC-20221571581904

Mr. Vishwa K  
Thiagarajar College Of Engineering Madurai  
Contact No. 9664404849

23<sup>rd</sup> May 2022

**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Sir,

**Sub: Appointment as Graduate Engineer Trainee**

Hearty Congratulations on being selected for the position of Graduate Engineer Trainee through our rigorous campus selection process. We are pleased to attach the offer of your appointment as Graduate Engineer Trainee. We would advise you to sign online and submit your acceptance within 7 days from the date of this letter. In case we do not hear anything from you by that date, we will presume that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.

Further to the Pre-Employment Medical Checkup you are declared **MEDICALLY FIT** for training with us.

You will be required to report at Chennai for the initial orientation program on **01st July 2022** and your place of posting and exact date of reporting will be intimated in due course and a detailed email will be sent to you on this separately on receipt of your acceptance of this offer. Please note that request for extension in joining time / Change of Department or Division or Location will not be entertained.

You are requested to bring the following required documents in original for verification, on the date of your physical joining. Also keep two photocopies of the following documents.

- S.S.L.C (10<sup>th</sup> Std) Certificate and Mark sheet - In Original
- H.S.C (12<sup>th</sup> Std) Certificate and Mark sheet - In Original
- Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years- In Original - [Attested copies of degree certificate and final year / semester mark sheets should be forwarded to us within 3 months of your joining].
- Course Completion Certificate (if your final semester/ final year result is not declared) - In Original (Mandatory)
- Good Conduct certificate issued by the College
- Photocopies of achievements in extra-curricular activities claimed (College / District / State /National/ International levels)
- 2 Passport size photographs (Mandatorily photo should be taken in business formals in white background (for Men - Blazer and tie & Women - formal office wear).
- A Copy of your Aadhar Card & PAN Card
- Proof of age - either S.S.C or school leaving certificates
- Covid Vaccination Certificate

Please note that this offer of employment given to you is based on the educational qualification declared by you in your application for employment. This offer will stand automatically cancelled and withdrawn in case the information provided in the application is false or incorrect.

In case of any clarification, kindly contact Mr. Ashwin Prabhu S S / 9600693608 / [sashwinprabhu@lntec.com](mailto:sashwinprabhu@lntec.com)

Yours Faithfully,  
for LARSEN & TOUBRO LIMITED



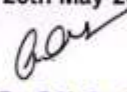
(SUKHENDU DUTTA)  
HEAD - TALENT ACQUISITION  
TRANSPORTATION INFRASTRUCTURE IC



Ref.: GET 2021/Civil/TIIC-20221571581904

23th May 2022

Mr. Vishwa K  
Thiagarajar College Of Engineering Madurai  
Contact No. 9664404849

  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Sir,

**Sub: Appointment as Graduate Engineer Trainee**

With reference to the interview you had with us, we have pleasure in selecting you as Graduate Engineer Trainee on the following terms and conditions, subject to:

- (a) Your passing the final Degree Examination in FIRST attempt and
  - (b) Being found medically fit by the Company's Doctor.
1. Your period of training will be for twelve months from the date you report for training.
  2. During the course of twelve months training period, you will carry out all directions and instructions issued to you by the Company, its officers and representatives diligently and faithfully carry out your duties and obligations. The course and manner of your training will be decided solely by the Company at its discretion and you may be required to work, as part of your training, in any one of the Departments / Offices / Projects of the Company and/or its Associates / Subsidiary Companies.
  3. During the course of your training, the company will pay you the following salary:

PARTICULARS	AMOUNT (₹) (Office Based)	AMOUNT (₹) (Project Based)
STIPEND	15500/- P.M	15500/- P.M
FLEXIPAY	25210/- P.M	24410 /- P.M
<b>TOTAL</b>	<b>40710/- P.M</b>	<b>39910 /- P.M</b>

You will be eligible for reimbursement of Site Compensatory Allowance when posted at Project Sites as follows: -

Site Compensatory Allowances (P.M)	Project Based
	₹ 3160/-P.M.

A lump sum amount of ₹ 60,000/- will be payable to Graduate Engineer Trainees on successful completion of training period.

You are also eligible to get Leave Travel Assistance ₹ 21,000/- after the completion of eleven months of your training period.

4. **Gratuity:** Your tenure of training of twelve months will not be reckoned as "Service" for the purpose of Gratuity.

Page 1 of 5



Mr. Vishwa K

5. **Provident Fund:** You will be enrolled as a member of "LARSEN & TOUBRO OFFICERS AND SUPERVISORY STAFF PROVIDENT FUND" from the day of your joining our Organization, under which at present the employee shall subscribe a sum equal to 12% of his monthly stipend and the Company contributes an equivalent amount.
6. **Tax Liability:** Income Tax Liability, if any, will be borne by you.
7. **Medical Benefits:** You will be eligible for medical benefits in accordance with the Company's Scheme for your cadre.
8. **Leave:** During the period of training, you will be entitled to leave as per the leave rules shown in Annexure-I.
9. **Working Hours:** You will observe the working hours and holidays normally observed by the Department / Location you are assigned to.
10. You shall not at any time engage in, or be concerned with, or be interested in, directly or indirectly, any business, work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and/or its business (the Company being the sole judge thereof).
11. The Company shall have the right to terminate this agreement forthwith without any notice in the event of any of the following: -
  - (i). Breach of any of the conditions of this agreement;
  - (ii). Any misconduct on your part;
  - (iii). Failure to carry out any of your duties and obligations;
  - (iv). Being continuously absent from or omit to attend to your work for 10 days without the Company's previous permission in writing whatever be the cause of such absence or omission.
12. Either party can terminate the training hereunder by giving one month's notice in writing to the other and upon expiration of such period of one month, the training hereunder shall terminate.  

The Company may at its sole discretion terminate the Contract of Employment without notice and / or salary in lieu of notice, if in the opinion of the Company, the continuance of your employment is detrimental to the interest of the Company. Provided that, in the event of termination as provided hereinabove, all benefits / perquisites / allowances shall stand forfeited immediately, and you will only receive any statutory benefits as applicable to you on the date of your termination.
13. You are to treat the terms of this agreement as confidential.
14. You are to treat the following as strictly confidential
  - Your salary, allowances, benefits, rewards.
  - The affairs of the Company and its customers of which you may be cognizant and particularly the drawings, quotations, specifications and other manufacturing information.
  - By accepting employment with the Company, you undertake not to disclose the above to anyone. Violation of this would be viewed as a serious breach of conduct.



Mr. Vishwa K

15. You will keep us informed of your local contact address whenever there is any change.
16. You will be assigned to work in our **Transportation Infrastructure IC**. You will be reporting to **The Project Manager**.

We will be intimating you regarding joining formalities in due course. Please note that you will not be eligible for reimbursement of any expenses that you may incur for reporting. Please note that requests for extension in joining time will not be entertained.

17. The Company may extend the training period if the trainee has not attended training on all days or has not fulfilled the learning objectives.
18. On successful completion of the said 12 months training period to the satisfaction of the Company of which the Company shall be the sole judge and depending on the vacancies existing in the Company at that time you will be considered for appointment in the Company's regular cadre.
19. **Code of Conduct:** You shall abide by the internal regulations specified in the company's 'Code of Conduct' inter alia Confidentiality policy, Gift policy, Insider Trading and Policy on Sexual Harassment and any amendments thereof and/or other policies which may become applicable from time to time. Any violation /breach thereof shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanors, termination of Services with immediate effect without any compensation. The Company expects all employees to comply with these regulations in letter and spirit. Company further expects that you will abide by the law of land in your dealings with the Company, its stakeholders & society.

Please note that it is the duty of every employee to familiarize themselves with the dos and don'ts of all policies concerning conduct, discipline and behaviors. In case of any concerns or clarification the HR department may be approached. However, ignorance of the rule will not be accepted as a defence in any case. Please refer **Annexure II**.

20. **Disputes & Arbitration:** Any dispute or difference or claim arising in connection with this contract shall be resolved by reference to arbitration by a sole arbitrator appointed by L&T at its sole discretion. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The language of arbitration shall be English. Each of L&T or the employee shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as the Company or the Employee may in its discretion deem fit. The venue of arbitration shall be at Chennai. The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India.
21. The company reserves the right to verify your documents and background through internal or external agencies. These may include your current / previous employment history, educational/professional credentials and other background checks.





Mr. Vishwa K

22. **Confidentiality Agreement:** As a part of our Information Security Management System, you are responsible for the security of all information including prevention of misuse of information / information processing facilities, relevant to the company affairs and its customers of which you may be cognizant and treat as strictly confidential, in particular, the drawing, quotations, specifications and other manufacturing information. You shall also be responsible for maintaining the confidentiality and prevent unauthorized dissemination, in case you are engaged by the Company in the development and use of any computer programmes.

Any invention or discovery made by you during the course of employment with the Company shall become the property of the Company and you shall forthwith execute such documents including assignment agreements as provided under applicable law for transfer of title to the Company to enable the Company to register the same as Company owned intellectual property and you shall not raise nor have any claim in respect thereof.

23. **Non-disclosure of confidential information and trade secret:** You shall not, except as authorized, reveal/disclose/disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets, secret or confidential information, information contained in any manuals and/or dealings or any information concerning the businesses, finances, external and internal transactions of the company and/or its affiliates / associates / group companies including but not limited to all data, all company contracts, processes, policies, strategies involving marketing, advertising, operations, contractual obligations, business expansion ("confidential information") which may come to your knowledge and/or imparted to you by the company during your employment. You shall hold strict confidence of such confidential information. This restriction shall survive after termination of employment / retirement / resignation / severance of employment for any reason whatsoever without limit in point of time. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memorandum, contracts or processes relating to the business and/or the transactions of the company and/or its affiliates / associates / group companies which may come to your knowledge and/or possession by virtue of his employment with the company for any purpose other than for the benefit of the company. You will be responsible for the safe custody of all the documents, manuals, processes, contacts, kits and other properties belonging to the company that may be entrusted to and/or placed in your possession by virtue of and/or during the course of your employment with the company.

24. **Non-competition restriction:** You shall not engage directly or indirectly in any professional services or employment nor advise, manage, render or perform services to or for any person or entity during the term of your employment with the company. You agree that the company's services are highly specialized. You further agree that the identity and particular needs of the company's customers are not generally known in the industry.

Documents and other information regarding company's services, pricing and cost as well as information pertaining to the company's customers including but not limited to identity, location, service requirements and charges to the customer are highly confidential and secret and hence, you shall not for a period of one year from the termination/ retirement / resignation / severance of your contract of employment for any reason whatsoever, directly or indirectly engage yourself in any capacity in any professional service or employment which is engaged in a business competitive to that of the company within the geographical location wherein the company does its businesses. You are, however free to engage yourself in any profession or employment provided your such future engagement is not competitive and such engagement is in full compliance of all the terms of your employment specially the terms related to Non-disclosure of confidential information and trade secret & Non-Solicitation and Non-Poaching to that of the company.





**LARSEN & TOUBRO**

**Larsen & Toubro Limited,**  
**Construction**  
**Transportation Infrastructure**  
 Landmark 'B', Ground Floor, 3<sup>rd</sup>, 5<sup>th</sup> & 6<sup>th</sup> Floors,  
 Suren Road, Off. Andheri - Kurla Road,  
 Andheri (E), Mumbai - 400 093, INDIA  
 Tel : +91-22-6181 7500  
 Fax : +91-22-6181 7580  
 www.Lntecc.com

Mr. Vishwa K

**25. Non-Solicitation and Non-Poaching:** You shall not at any time during the term of your employment with the company or thereafter, under any circumstances, directly or indirectly solicit or attempt to solicit the company's and/or any of its subsidiaries' and/or affiliates' and/or group companies' personnel to leave the employment of the company and/or any of its subsidiaries and/or affiliates or apply for employment with any third party or encourage such personnel of the company. You have further agreed that you shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the company, or with those customers of the company with whom you may have had any contact during your employment with the company and for a period of one year after your employment ceases within the company.

On arrival at our office, please contact our Recruitment Section along with the following documents in original and two attested Xerox copies

- S.S.L.C (10<sup>th</sup> Std) Certificate and Mark sheet - In Original
- H.S.C (12<sup>th</sup> Std) Certificate and Mark sheet - In Original
- Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years- In Original - [Attested copies of degree certificate and final year / semester mark sheets should be forwarded to us within 3 months of your joining].
- Course Completion Certificate (if your final semester/ final year result is not declared) - In Original (Mandatory)
- Good Conduct certificate issued by the College
- Photocopies of achievements in extra-curricular activities claimed (College / District / State /National/ International levels)
- 2 Passport size photographs (Mandatorily photo should be taken in business formals in white background (for Men - Blazer and tie & Women - formal office wear).
- A Copy of your Aadhar Card & PAN Card
- Proof of age - either S.S.C or school leaving certificates
- Covid Vaccination Certificate

All communications/notices should be addressed to HR Department, Transportation Infrastructure IC, L&T Construction, 6<sup>th</sup> floor, Landmark - A, Suren Road, Chakala, Andheri (East), Mumbai - 400093. Please give your acceptance online as a token of agreement to the terms and conditions thereof, within 10 days from the date of this offer. In case we do not hear anything from you by that date, we will presume that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.

Yours Faithfully,  
 for LARSEN & TOUBRO LIMITED

(CHETANA PATNAIK)  
 HEAD – HUMAN RESOURCES  
 TRANSPORTATION INFRASTRUCTURE IC

Encl: As above

I have read the letter and accept my selection and all the terms and conditions thereof.

(Signature)

date : May 26, 2022

Page 5 of 5

Headquarters : P.B. No. 979, Mount Poonamallee Road, Manapakkam, Chennai - 600 089, INDIA  
 Registered Office: L&T House, N. M. Marg, Ballard Estate, Mumbai - 400 001, INDIA  
 Licence No.: CIN - L99999MH1946PLC004768

L&T Construction - Transportation Infrastructure is a brand of Larsen & Toubro Limited

Sensitivity: LNT Proprietary





**LARSEN & TOUBRO**

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Transportation Infrastructure  
Landmark: 'B', Ground Floor, 3<sup>rd</sup>, 5<sup>th</sup> & 6<sup>th</sup> Floors,  
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**ANNEXURE – I  
LARSEN & TOUBRO LIMITED  
L&T CONSTRUCTION**

**Leave Rules for Post Graduate Engineer Trainee / Graduate Engineer /  
Architect Trainee /**

**Privilege Leave:**

1. Eligibility : After 11 Months Training
2. Quantum : 23 days per annum
3. PL not availed at the end of the training period will be encashed and cannot be carried over to the Next Year.
4. If for any reason the leave extends beyond the period of training, your training period will be proportionately extended and if the trainee is offered employment with the company, the date of employment will be from the date of training is completed.

**Casual Leave:**

1. Eligibility : From the date of Joining
2. Quantum : 07 days per annum
3. Not more than 2 days CL will be allowed to be taken at one time. With holidays/ weekly off days prefixed / suffixed to CL, the total absence should not exceed 5 days.
4. Except in the case of extreme emergency, application for CL shall be made to the appropriate authority and sanction to be obtained prior to availing of leave.

**Sick Leave:**

1. Eligibility : From the date of Joining
2. Quantum : 07 days per annum on full stipend
3. The trainee shall produce a medical certificate from Registered Medical Practitioner in support of his sickness.
4. The company has the right to have the trainee examined by the company's Medical officer to ascertain the sickness.
5. SL shall not be combined with CL

If for any reason, the attendance of the trainee falls short of 240 working days per annum his training period will be extended by the period of such shortfall.

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**LARSEN & TOUBRO LIMITED**

**CODE OF CONDUCT**

**FOR**

**S & E AND COVENANTED  
OFFICERS**

**2020**



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## **I. PREAMBLE**

- L&T is a professionally managed Indian multinational, committed to total customer satisfaction & enhancing stakeholders' value.
- The Company's philosophy on corporate governance is built on a rich legacy of fair & transparent governance & disclosure practices. This includes respect for human values, individual dignity, & adherence to honest, ethical & professional conduct. "L&T-ites" are guided by the vision statement & values mentioned therein for the success & reputation of L&T.

## **II. APPLICABILITY**

This Code of Conduct is applicable to all Supervisory, Executive, Covenanted and equivalent grades of Larsen & Toubro Limited and its group of Companies.

The Board Members, Executive Directors and Senior Managerial Personnel (Senior Officers) will continue to be governed by the Code of Conduct signed by them.

## **III. CODE OF CONDUCT**

### ***i). Honesty, Integrity, Ethics***

All L&T-ites shall act in conformity with professional standards of personal integrity, honesty & ethical conduct, especially when on Company's business, at Company sponsored events, or when representing the Company.

Ethical conduct is one that is free from fraud & deception and includes actual or potential conflicts of interest between personal advantages as against organization's needs and/or values.

### ***ii). Respect for Individuals***

Our success can be achieved only when we treat everyone, both within and outside our Company, with respect. Respect in the workplace, along with individual excellence and collaborative teamwork, is how we will accomplish our goals.



L&T-ites shall treat their colleagues & business associates with dignity & respect, irrespective of caste, creed, gender, religion/region, nationality, appearance or any disability.

Superiors shall encourage their subordinates/colleagues to express their professional views in meetings / discussions, candidly and without fear. Feedback on performance will be provided as far as possible in private. They shall treat them with equity & fairness.

L&T-ites shall not use abusive or offensive language, tone or gesture with their colleagues or business associates. Superiors shall not insult/demean their subordinates.

L&T-ites shall commit to create an environment which is free of any type of sexual harassment & abide by the Policy for Protection of Women's Rights at the Workplace. Every employee shall strive to protect women employees' from any act of sexual harassment.

The Provisions of the relevant law, rules and norms regarding the Sexual Harassment of Women at Workplace have become contextually very relevant in today's time. It is very important for every male employee to exercise diligence in drawing the line with respect to professional interactions with female employees. Maintaining decorum and ensuring that the employee is not exposed to complaints is important, for which it is the responsibility of each male employee to be fully aware of the provisions of the relevant law and repercussions of violations. It is the responsibility of the employee concerned to familiarize himself with the relevant law as applicable.

The details of the relevant law as applicable in India are in the link below

Please click [here](#) for the policy

### **iii). Customer Need and Stakeholder Value**

L&T-ites are passionate about meeting customers' needs and delivering to stakeholders. L&T-ites shall:

- ✓ Demonstrate a passion for understanding and meeting the needs of customers and stakeholders
- ✓ Shall be fair, professional and transparent in its dealings with the customers and stakeholders.
- ✓ Take active responsibility for the quality of service we provide to customers and stakeholders



- ✓ Are open to change and readily implement better ways of doing things
- ✓ Have high performance expectations and a mindset of excellence
- ✓ be innovative in identifying new opportunities and approaches for our customers, stakeholders and ourselves
- ✓ respect customers' right to privacy in relation to their personal data
- ✓ Comply with all data privacy laws that prescribe how to responsibly collect, store, use, share, transfer and dispose of personal information, and strive to comply with those laws everywhere the Company operates.

**iv). *Fair Competition and Anti-trust***

Company believes fair and open competition benefits customers, stakeholders, and society as a whole. Company supports the development and operation of competitive open markets and the liberalisation of trade and investment in each country and market in which we operate.

L&T-ites shall not enter into any activity constituting anti-competitive behaviour such as abuse of market dominance, collusion, participation in cartels or inappropriate exchange of information with competitors. L&T-ites shall collect competitive information only in the normal course of business and obtain the same through legally permitted sources and means.

**v). *Sharing of Official Information***

L&T-ites shall not divulge or communicate in any manner sensitive/confidential information to third parties, except when authorized to do so for business reasons. Company's Policy Guideline on Designated Spokespersons authorized for communicating to the media in this regard, shall be strictly followed.

L&T-ites shall not speak ill about the organization to any external agency which would tarnish the image of the organization.

Similarly, L&T-ites shall desist from indulging in rumour mongering/loose talks, about the organization that is detrimental to the Company's interest.

Please click [here](#) for the policy



**vi). Maintaining Confidentiality**

In addition to the above, the employees shall maintain the integrity of internal communications. Care shall be taken to mitigate various risks emanating out of communication such as misrepresentation of facts/ events, leakage of price sensitive information, unfavourable reports on developments in the Company and inconsistent communication at the times of crisis. The contents of all the internal & external communications shall conform to the guidelines of Communication Risk Management Policy issued jointly by the Corporate Brand Management & Communication Department and Corporate Risk Management.

Please click [here](#) for the policy

The employees and personnel of L&T Group may in the course of their employment and engagement, become aware of and possess information of L&T Group or third parties disclosed to the L&T Group that is not generally known. This may include information which if disclosed could jeopardize the interests of the L&T Group.

As an HR process the Company conducts Development Centre (DC) regularly to assess leadership potential. The participants in these centres will be expected to maintain utmost confidentiality with respect to the content, material received in the DC's and conduct themselves with the highest sense of professional ethics.

Hence as per the Confidentiality policy, all the employees have been entrusted with the duty to keep such information strictly confidential and use it only for proper purposes in accordance with the law. This would apply during the course of employment as well as post separation.

Please click [here](#) for the policy

**vii). Dealing in Securities While in Possession of Unpublished Price Sensitive Information (UPSI)**

Every employee will be considered as an 'INSIDER' under the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended in 2018. As an Insider, it is the duty of the employee not to deal in or advocate trade in securities (eg. equity shares / preference shares / derivatives) of the Company when in possession



of any UPSI and till such time the information comes in the public domain.

The onus will be on the employee to demonstrate that he / she was not in possession of UPSI at the time of dealing in securities.

Please click [here](#) for the circular on prevention of insider trading along with the L&T Securities Dealing Code and the SEBI (PIT - Prohibition Of Insider Trading) Regulations.

**viii). Professional Engagement & Public Advocacy**

L&T-ites are encouraged to associate themselves with activities of professional bodies/fora to enrich their knowledge and also help in building organization's image.

The government is an important stakeholder in our business and we therefore engage with it through multiple business forums and trade organisations. We shall engage with the government and regulators in a constructive manner in order to promote good governance. Our senior executives are active members of industry bodies that participate in the development of public policy that addresses issues affecting industry, business, products and customers. However, such engagement should not result in dereliction of duty or in discrediting the organization's image/reputation or abuse of organization's resources.

**ix). Use of Company Assets & Brand Logo**

L&T-ites shall not exploit the organizational resources for one's own personal gain/pecuniary advantage. In discharge of official duties, one shall strive for effective and judicious use of resources entrusted to them. Resources include both tangible assets like equipment and facilities etc. or intangible assets like designs, information, software or network with suppliers/customers, etc.

L&T-ites are entrusted with the duty of using the brand logo without modifying the same. All the employees shall abide by the guidelines for Brand applications/usages including on visiting cards. Deviations from the specific logo templates will not be permitted.

Please click [here](#) for the policy on [Brand Marks](#) and [Use of Brand Marks by External Parties](#)



**x). Intellectual Property**

Company's intellectual property is an invaluable asset that must be protected at all times. L&T-ites shall respect and protect all confidential information and intellectual property of the Company.

L&T-ites shall safeguard the confidentiality of all third party intellectual property and data. L&T-ites shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.

L&T-ites shall promptly report the loss, theft or destruction of any intellectual property and data of the Company or that of any third party.

**xi). Social Media Code of Conduct**

L&T encourages social media interaction (during the employees' personal time) in an individual capacity and we trust our employees to act responsibly adhering to the policies of the company with respect to messages pertaining to the business and/or brand.

L&T-ites are expected to use social media in the best interests of the Company wherever there is any reference to the Company's name, brand or reputation. Social media interaction includes all digital social platforms and online interaction including interaction on platforms such as LinkedIn/ Facebook / Twitter / YouTube / Snapchat / Blogs or Review platforms / Whatsapp.

**1. Responsibility:**

- a) Every employee is responsible for what they post. They have to be aware that social media interactions for or on behalf of the Company (intended or unintended) can have legal repercussions that make the Company liable.
- b) They should not use the L&T logo or trademarks as their display pictures / images
- c) They should not share information about clients, partners, L&T leadership, L&T Businesses and their performance. They should not be involved in Plagiarism or infringement of any copy right, in the context of any reference made about L&T, its business, products or services.
- d) They should avoid anonymous postings

**2. What can be posted on social media:**

- a) Confidentiality of information should be kept in mind. One may share awards/accomplishments pertaining to the



company after they become public information. Personal views and perspectives shared in the form of blogs, articles, stories, narrations any form of postings should have a disclaimer that these views are views of the individual and not of the company

- b) One should not share information on or comment on current or former employees, clients, competitors, vendors or suppliers.
  - c) One should not share any content that is protected by a third party's copyright. When sharing content created by someone else, due credit should be given to the creator.
  - d) One should not film or photograph internal events and post them to social media unless one has the authorisation from their department head.
3. Tone:
- a) One should be Respectful. L&T does not condone any abuse and trolling on social media.
  - b) One should use first person (don't use 'we' or 'us') when sharing opinions. It should be made clear that what is shared or said, is representative of one's personal views and opinions only and are not necessarily the views and opinions of L&T.
  - c) One should be proactive and take responsibility in accepting and clarifying controversies (if any) around one's post on social media.
4. L&T reserves the right to monitor, edit, forbid, stop or / and filter comments or discussions about the group or companies, employees, clients and the industry, including products and competitors, posted by any employee on the Internet / in Social Media.

If any content violates the L&T Code of Conduct or the Social Media Policy, or the company's Communication Policy, the Group reserves the right to seek clarification, and if required, ask the employee to delete that content.

The Group Social Media Policy is covered under sections 5.11.49 through 5.11.51 of the Brand Manual.

Please click [here](#) for the policy.



***xii). Use of Information Technology***

L&T-ites shall judiciously use the Information Technology facilities provided to them. They shall conform to the policy on Information Technology.

The increasing usage of E-mails forms a major portion of the network usage. In order to make the best utilization of the resources and to prevent undesirable fallouts resulting from the use of E-mails, users should comply with the Corporate E-mail usage Guidelines. Please see Corporate E-mail usage policy framed for the proper utilization of the facility.

Please click [here](#) for the policy

***xiii). Working Environment & Dress Code Policy***

L&T-ites shall not engage in any activity that is likely to result in disturbing peace & harmony in the workplace or engage in activities that are likely to create tension, bitterness or confusion in the minds of colleagues.

Superiors shall endeavour to create a climate in ensuring the above.

All L&T-ites are expected to follow the dress code policy in order to project a professional image through attire and bearing.

Please click [here](#) for the policy

***xiv). Environment, Health & Safety (EHS)***

Safety is the core component of a Company's responsibility; it is also the foundation of its long-term viability. Company is committed to the safety and health of employees. Company believes that all injuries and occupational illnesses are preventable. Company has a commitment to zero injuries in the workplace.

L&T-ites shall endeavour to create a safe working environment by following the policies and procedures as laid down in the Corporate Environment, Health & Safety Management Systems framework.

Towards this, all the employees shall:

- a) Incorporate EHS considerations in all business decisions
- b) Ensure compliance to statutory and other requirements



- c) Prevent adverse environmental impacts and occupational health and safety risks
- d) Conserve natural resources, minimize waste generation and environmental emissions
- e) Impact structured training for employees and stakeholders for effective EHS performance
- f) Encourage communication, consultation and collaboration with all the stakeholders

L&T-ites shall strive to keep ones' own place and surrounding workplace clean and hygienic.

Please click [here](#) for the policy

**xv). *Respect for Human Rights***

The Company respects human rights everywhere it works and while doing business with others. The Company does not employ children at the workplaces. The Company also does not use forced labour in any form.

**xvi). *Sustainability***

L&T-ites are committed to fulfilling our economic, environmental and social responsibilities while conducting business. All the L&T-ites shall strive to conserve natural resources, and achieve sustainable growth, through a culture of trust and care.

Please click [here](#) for the policy

**xvii). *Corporate HR policy***

People are the most valuable resources that contribute towards realizing the dynamic vision of the Company. Hence in consonance with the HR functions, we shall be relentlessly committing ourselves to:

- a) Acquiring, developing and retaining a pool of high-calibre talent
- b) Enabling and empowering our employees to be creative and innovative
- c) Establishing systems and practices for maintaining transparency, fairness and equality
- d) Creating a culture of continuous learning, competitiveness and excellence through change management
- e) Respecting ethics, values and good governance
- f) Provide equal opportunity for growth & development

Please click [here](#) for the policy



***xviii). Risk Management Framework Including Tax Risk Management Policy***

The employees must comply with all the laws applicable to the Company, adhere to the Risk Management framework and abide by the Internal Control Guidelines including the Tax Risk Management Policy.

Please click here for the policy on:

[Enterprise Risk Management](#)

[Internal Controls](#)

[Risk Management Policy](#)

***xix). Prohibited Items***

Use, sale, purchase or possession of alcohol/narcotic drugs/arms/weapons by L&T-ites at workplace or when on duty, is prohibited. Smoking is allowed only at designated places.

***xx). Anti-Bribery***

L&T-ites should never offer, directly or indirectly, any form of gift, entertainment or anything of value to any government official or commercial partners including customers or their representatives to

- a) Obtain or retain business
- b) Influence business decisions; or
- c) Secure an unfair advantage.

This includes bribes, kickbacks and facilitation payments.

L&T-ites should not accept, directly or indirectly, any form of gift, entertainment or anything of conspicuously high value from existing and potential business partners, vendors or their representatives

This includes bribes, kickbacks and facilitation payments.

Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks for academic sessions, contribution to academic boards etc. will be permitted, as mentioned in 'Gift Policy' below.



**.xxi). Gift Policy**

A gift is anything of value and would encompass any gratuitous monetary or non-monetary benefit. It includes tangible items such as cash, precious metals, stones, jewelry, art and any of their equivalents, but also intangible items such as discounts, services, loans, favours, special privileges, advantages, benefits and rights that are not available to the general public. A "gift" also includes meals, entertainment, hospitality, vacations, trips, use of vacation homes, tickets to sporting or music events, outings, vendor familiarization trips and use of recreational facilities.

L&T-ites are prohibited from offering gifts, hospitality and entertainment or anything else of value, which might influence the decisions of counterparties or Officials in connection with the business of the Company.

L&T-ites are also prohibited from accepting any gifts, hospitality and entertainment, or anything else of value, which might influence their own decisions.

Only Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks, etc. will be permitted under this Policy. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones. L&T - ites may also initiate or become part of occasional business meals or celebratory events and entertainment, etc. in such manner that this policy remains unstained.

**.xxii). Information Security**

The Information Security Policy sets out the expectations on every employee to safeguard confidential information of the Company and our third parties with the assurance of security, availability, integrity and confidentiality. This policy provides employees with the mandatory directive of safeguarding L&T and its stakeholder's information.

Please click [here](#) for the policy.



*xxiii) And Finally*

All L&T-ites besides being good employees, shall endeavor to contribute towards:

- Development of the Community and Society.
- Supporting National & Humanitarian Causes.

#### **IV. MECHANISM FOR IMPLEMENTATION AND MONITORING**

Approvals / Disclosures under the points mentioned above should be as per the respective policies.

Violations of the Code of Conduct should be reported as per the Reporting Matrix which is annexed and forms an integral part of the Code of Conduct.

As a practice, any violations should be reported to the 1<sup>st</sup> Level Reporting Authority who shall investigate the same and take necessary action. However, if the violation is by the 1<sup>st</sup> Level Reporting Authority itself, then it should be reported to the 2<sup>nd</sup> Level Reporting Authority.

In case the Reporting Authority comes to the conclusion that the violation is of a grave nature, the same shall be reported to the Whistleblower Investigation Committee for further action within a reasonable time frame.

The concerned Reporting Authority will give a summary of the violations reported of the Code of Conduct and the action taken thereon on a monthly basis to the IC HR Head who in turn shall provide the same to Corporate HR.

#### **V. ECOM DISCLOSURE**

Corporate HR Head will provide a summary of the violations reported of the Code of Conduct and the action taken thereon on a quarterly basis

#### **VI. REVIEW & AMENDMENT**

The Code shall be reviewed as and when required to ensure that it meets the objectives of the relevant legislation and remains effective. The ECOM has the right to change/amend the Code as may be expedient taking into account the law for the time being in force.

#### **VII. NON-COMPLIANCE:**

Non-compliance of the provisions of this Code shall be treated as dereliction and an act of misconduct.

\*\*\*\*\*



# MATRIX - AUTHORITIES FOR BREACH REPORTING & CLARIFICATIONS /SEEKING PERMISSIONS

		Reporting Structure		
SI No	Breach reporting	1st Level	2nd Level	Remarks
1	Work Place Conduct ( Abusive or offensive language)	DH	CHR	#
2	Reporting of Bribe/ Fraud	WBIC		@
3	Breach of Confidentiality/Intellectual Property - sharing trade secrets and confidential information	WBIC		@
4	Dealing in securities while in possession of UPSI	Company Secretary	ECOM Member	
5	Misuse of Company's Assets	IC HR	CHR	#
6	Breach of Information security	DH/IC HR	CHR	#
7	Use of prohibited Items like drugs, weapons, etc.	WBIC		@
8	Sexual Harassment	ICC		
SI No	Clarification /Permissions	Authority		
1	Dealing in securities	CS Team		
2	Professional Engagement and Public Advocacy	DH		
3	Company Assets & Brand Logo	CBMC		
4	Social Media Code of Conduct	CBMC/Legal		
5	Information Technology	DH/Corporate IT		
6	Work Environment Dress Code Policy	CHR		
7	Environment, Health & Safety	DH		

DH      Department Head  
WBIC      Whistle Blower Investigation Committee  
ICC      Internal Complaints Committee  
CBMC      Corporate Brand Management & Communications  
CHR      Corporate Human Resources

#      If not attended to, can be escalated to WBIC

@      The Complainant has the option to write directly to the Chairperson of the Audit Committee at acc@larsentoubro.com.

*K. Ravi*



# GET - OFFER OF EMPLOYMENT (TIIC)-20221571581904-Vishwa K

Final Audit Report

2022-05-26

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-  Document approved by Ashwin Prabhu (sashwinprabhu@Intecc.com)  
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## Welcome to the Deloitte family!

1 message

USI Consulting Campus <usiconsultingcampus@deloitte.com>  
To: syashwanthika@gmail.com <syashwanthika@gmail.com>

Thu, 24 Mar, 2022 at 8:41 pm

# Deloitte.

Deloitte | 24<sup>th</sup> March, 2022



*ash*  
ash  
Officer  
College of Engineering  
015

## Welcome to the Deloitte family!

Dear YASHWANTHIKA S,

Congratulations!

We, at Deloitte, are very excited to have you join the 175-year young family and to ensure your transition from campus to corporate is smooth, we need start the initial documentation process.

As a next step, request you to please send your Aadhaar card copy to the below mail ID in the given format.

**Please Note:** Before sending make sure you remove the password and share your Aadhaar ASAP, please do not share Google drive links and please share the file in PDF format only.

Uploading File Name  
Format

EHM1013\_YASHWANTHIKA S\_Aadhaar  
card.pdf

Mail to

4298c11a.deloitte.com@amer.teams.ms



Sample file name

EHM6892\_Sachin Tendulkar\_Aadhar card.pdf

Please ensure that your date of birth on the Aadhaar card is in DD/MM/YYYY format only. In case it is not, please have it corrected and send it to the above mail ID. **Sending your Aadhaar card in the required format is an essential step for the offer process.**

**Kindly share your Aadhar cards by 4 PM 28<sup>th</sup> March 2022.**

In case you do not have your Aadhaar card, do drop us a note on the same and please apply for the same immediately and send it.

Follow our official LinkedIn page for industry updates, thought ware, and more.

if you have any queries, please write to us at here.

Regards,

**Campus Recruitment team**

**Disclaimer:** This email communication is intended for informational purposes only. In no event shall this email or its contents be construed as an employment contract/agreement or letter of intent.



**Get in touch**

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HR-PM-RC-FOR-10-F081 - MT (22)  
April 5, 2022

Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Mr. Sathish Kumar G  
51/1, Muniyandi Kovil Street,  
Melur, Madurai – 625 106

Dear Sathish Kumar,

With reference to your application and the interviews we have had, we are pleased to make an employment offer to you as Management Trainee in Saint-Gobain India Private Ltd. You will be initially located at our manufacturing location at Sriperumbudur, Tamilnadu.

The details are as under:

- 1) Joining Date : on or before July 1, 2022.
- 2) Training Period : Six Months
- 3) Your emoluments are as under :

<u>Components</u>	<u>Amount (Rs. per annum)</u>
• Basic Pay	: Rs.2,37,600/-
• HRA	: Rs.1,18,800/-
• Special Allowance	: Rs.35,400/-
• Education Allowance	: Rs.2,400/-
• Conveyance Allowance	: Rs.1,18,800/-
• Domiciliary Medical Assistance	: Rs.15,000/-
• Annualised Incentive*	: Rs.60,000/-
• Employer Provident Fund	: Rs.28,512/-
• Gratuity	: Rs.13,968/-

- 4) \* Incentive : You will be eligible for a fixed incentive on completion of your training. Thereafter from the date of your probation you will be covered under Performance Related Variable Incentive Scheme for Employees (PRISE/PRIME), as applicable to the function you belong to.
- 5) Retention Bonus : You will be paid one-time Retention Bonus of Rs.3 lakhs on successful completion of 3 years of service from the date of confirmation.

Saint-Gobain India Private Limited - Glass Business

Registered Office : Floor No. 7, Sigapi Aachi Building, 18/3 Rukmani Lakshminpathy Road, Egmore, Chennai - 600 008  
Ph : +91 - 44 - 4593 6000 | Fax : +91 - 44 - 4593 6008 | <https://in.saint-gobain-glass.com>  
CIN U26109TN1997PTC037875





**6) Medical Insurance**

: You will be governed by Group Insurance policies as applicable to your level.

Your appointment is subject to:

- a) You being medically fit for Employment to be certified by the Company Doctor or any other Registered Medical Practitioner appointed or authorized by the Company.
- b) You successfully complete your graduation at the time of joining.

Please give your acceptance by duly signing and returning duplicate copies of:

- 1. Appointment Letter,
- 2. Standard Terms and Conditions of Appointment
- 3. Group Principles of Action & Principles of Conduct.

In order to complete the joining formalities, we request you to submit a copy of the following documents at the time of joining:

- 1. Three passport size photographs (with a business formal attire) and copy of PAN number.
- 2. One set of photostat copies of the following documents with their originals for verification:
  - a. Birth certificate (SSLC or equivalent Pre-college certificate), Transfer Certificate / Community Certificate
  - b. Educational certificates  
Proof of examinations passed, including the name of the institution and percentage of marks obtained etc.,
  - c. Employment certificates (where applicable)  
Service certificate and proof of last drawn salary with previous employers.

In order to have smooth salary transactions you are advised to hold a HDFC or ICICI or SBI bank account before joining us. Any Income tax liability will be borne by the employee.

We welcome you to join us for a bright and rewarding career with Saint-Gobain India private Ltd.

Yours sincerely,

**P Padmakumar**  
**Executive Director – Human Resources**  
**Saint-Gobain India Private Limited &**  
**Head –CSR, Saint-Gobain India**

Encl : a/a

ACCEPTED :

(Sathish Kumar G)

SP/



**JOB OFFER FOR AN UNLIMITED TERM CONTRACT**

This Job Offer Letter (the "**Contract**") is made on this day, 31 March 2022

**BETWEEN**

**SOBHA CONSTRUCTIONS LLC**, having its Registered Office at PO Box: 25654 , MBR City, Nad Al Sheba 1, Dubai, United Arab Emirates. (hereinafter referred to as the "**Employer**").

**AND**

**Narendra Prasanna S K** an Indian, holder of Passport number V5581791 (hereinafter referred to as the "**Employee**").

The Employer and the Employee collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

WHEREAS, THE PARTIES HERETO HAVE MUTUALLY AGREED AS FOLLOWS:

**(1) Position**

The Employee is hereby appointed as **Graduate Engineer Trainee** on the terms and conditions stated and agreed herein.

**(2) Effective Date and Contract Period:**

This Contract shall be effective from the date the Employee joins the Employer and shall remain valid for an unlimited period unless terminated in accordance with the provisions of Ministry of Labor Contract (MOL).

**(3) Probation:**

The Employee shall be on probation for the period indicated in **Annexure A**. During the probation period, the Employer reserves the right to terminate the employment of the Employee forthwith upon notice.

At the end of probation period, the performance of the Employee shall be evaluated by the management and his employment shall be confirmed if the performance is found to be satisfactory. In case his performance is found unsatisfactory, the Employer shall have the right to terminate the Employee's employment forthwith upon notice.

**(4) Location of Work:**

The Employee shall be assigned to work at **SOBHA CONSTRUCTIONS LLC** in **Dubai, UAE**. However, during the period of employment, the Employee may be assigned or transferred to any of the Offices/departments/divisions/ of the Employer or its subsidiaries located in the UAE or any other country.

If such assignment or transfer requires the Employee to permanently relocate outside of the UAE, the Parties agree to terminate this Contract and the Employee shall be entitled to his full and final settlement as per UAE Labor Laws.



**(5) Duties:**

Notwithstanding anything contained in this Job Offer Letter, the Employee shall:

- i. Abide by all the rules and regulations laid down by the Employer at all times.
- ii. Work with a high standard of initiative, efficiency and economy, and shall perform, observe and conform to such duties, directions and instructions assigned or communicated to the Employee by the Employer and those in authority over the Employee.
- iii. Perform such duties and exercise such powers and functions which may, from time to time, be reasonably assigned to or vested in the Employee and such duties that relate to the business of the Employer or of any other group company of the Employer ("**SOBHA CONSTRUCTIONS LLC**"); and
- iv. Faithfully serve the Employer and the Group to the best of the Employee's ability and use his best endeavors to promote the interests of the Employer and the Group.

**(6) Compensation & Benefits:**

As indicated in **ANNEXURE A**.

**(7) Payment of Salary:**

Subject to deduction of any loans, advances and applicable taxes, if any, the salary shall be paid to the Employee in UAE Dirhams only and shall be transferred to the bank account of the Employee in the UAE. Upon commencement of his employment, the Employee shall be assisted by the Employer to open a salary transfer account.

**(8) Accommodation:**

The Employee shall make necessary arrangements for his own accommodation. However temporary accommodation will be provided to new employees recruited from overseas as per Company policy.

**(9) Medical Insurance:**

The Employer shall arrange for medical insurance of the Employee as per the Employment Status which is indicated in **ANNEXURE A**.

**(10) Leave and Holiday:**

**i. Annual Leave:**

On completion of twelve (12) months of continuous service with the Employer, the Employee is entitled to thirty (30) calendar days of leave. The employer may at his discretion determine the date for commencement of annual leaves and, when necessary, he may decide to divide the leave in two parts at the most, except in cases of juveniles where vacation may not be divided in parts. The entitlement with respect to travel costs and other benefits (if any) shall be as indicated in **ANNEXURE A**.



- ii. The Employee is required to avail his annual leave and as such unutilized leave cannot be encashed. Unutilized leave shall be carried forward with maximum limit of 60 days and excess days will be elapse from the credit.

**iii. Sick and Other Leave:**

Entitlement towards sick and other leave shall be in accordance with the UAE Labor Laws. During the probation period, the Employee shall not be entitled to any paid sick leave. The Employee is expected to become acquainted with the Employer's policy regarding leave.

**(11) Termination of Employment:**

This Contract may be terminated by either Party by providing a notice of termination as indicated in **Annexure A**. Upon termination of the Employee's employment for any reason, the Employee shall:

- i. forthwith return all correspondences, documents, computers, computer disks and software equipment, memory cards, external hard drives, medical insurance cards, parking card, ID's and any other property of any kind belonging to the Employer and/or the Group which may be in the Employee's possession or control. For the avoidance of doubt, the Employee shall not be permitted to retain any such information or documents (or copies thereof) after the termination of his employment for whatever reason; and
- ii. cooperate with the Employer in completing all necessary formalities to notify the relevant immigration and employment authorities including the Labor Department in the UAE of the termination of employment and the cancellation of the Employer's sponsorship of the Employee.
- iii. in case of non-compliance by the employee to the Ministry of Labor (MOL) labor card and contract term mentioned, the employee shall work for the Company for a period of 30 days (maximum of three months as per the nature of work) in order to clear all covenant and work-related obligations that are in his custody.
- iv. if the employee desires to terminate the Ministry of Labor (MOL) labor card and contract, the employee shall bear the ticket cost for returning to home country.

**(12) Severance Pay:**

**i. Occupational Diseases & Accident Compensation**

In cases of accidents and occupational diseases the employer shall pay the employee's treatment expenses at government or private hospitals until he recovers. When disability is proven the employer will pay for transport expenses arising from the treatment of employee.

In case of disability due to work or arising out of the job the Employer shall pay the Employee in accordance with the Article 145, 146, 147 & 148 of UAE Labor Law.



If the employee has deliberately caused injury to himself with intention of committing suicide or to obtain indemnity or sick leave or otherwise, or if the employee was at the time of the incident under the influence of drug or alcoholic drinks, or if he has willfully violated safety instructions displayed conspicuously at the place of business or if his injury or disability resulted from serious premeditated misdemeanor on his part or if he has refused unreasonably the medical checkup or treatment as prescribed by the medical board formed in accordance with the provisions of Article (148). In any of the cases hereinabove, the employer shall not be under obligation to provide treatment or any financial subsidy to the employee.

If the employee dies as a result of an accident or occupational disease, the employee's family members shall be entitled to an indemnity in accordance with Article 149 of UAE Labor Laws. The employer will pay for transport the employee remains (body) to his country or origin, to his family members.

**ii. End of Service Remuneration (Gratuity)**

In accordance with the provisions of Ministry of Labor Contract (MOL).

**(13) Employee's Obligations:**

- i. The Employee undertakes to familiarize himself with all the applicable policies and procedures of the Employer as existing (as may be amended from time to time).
- ii. If any of the obligations of the Employee shall become illegal or unenforceable in whole or in part, the remaining obligations of the Employee shall be valid, binding and existing, for the purpose of this Contract.
- iii. The Employee undertakes not to pursue any other employment, either on a part-time or fulltime basis for remuneration or otherwise, except with the prior written permission of the Employer. Contravention of this provision shall lead to termination of the Employee's employment forthwith upon notice, without any compensation whatsoever.
- iv. The Employee shall neither divulge nor give any information regarding the Employer's business, processes, technical know-how, security arrangements, administrative and/or organizational matters which are of a confidential nature, which the Employee may come to know by virtue of his employment, to any unauthorized person during the period of his employment or any time thereafter for a minimum period of one (1) year from the date of termination of employment.
- v. The Employee shall keep confidential all information and material provided to the Employee by the Employer or its clients, concerning their affairs. The Employee shall not release, use or disclose such information or material except with the prior written permission of the Employer. The Employee's obligation to keep such information confidential shall remain even on termination or cancellation of his employment, for a minimum period of one (1) year from the date of such termination or cancellation.



- vi. The Employee shall forthwith disclose to the Employer any discovery, invention, process or improvement made or discovered by him, and such discovery, invention, process or improvement shall belong absolutely to and be the sole and absolute property of the Employer. If and when required to do so by the Employer, the Employee shall, at the Employer's expense, take out or apply for a patent, license, trademark or other rights, privileges, protection or improvement so that the benefit thereof shall accrue to the Employer and the Employee shall execute all instruments, acts, deeds and things which may be required by the Employer for assigning, transferring or otherwise vesting the same in favor of the Employer or such other persons, firms or companies as Employer may direct as the sole beneficiary thereof.
- vii. The Employee shall not enter into any commitments or dealings on behalf of the Employer for which the Employee has no express authority nor exceed the authority or discretion vested in the Employee, without the prior permission of the Employer or those in authority over the Employee.
- viii. The Employee shall be responsible for the safekeeping and return in good condition and order of all the property of the Employer, which may be in the Employee's use, custody, care or charge. For the loss of any property of the Employer in the Employee's possession, the Employer shall have a right to assess on its own discretion and recover the damages of all such properties from the Employee and to take such other action as it deems proper in the event of the Employee's failure to account for such property to the satisfaction of the Employer.

**(14) Preconditions:**

- i. Satisfactory references from your present or previous employers.
- ii. The Offer Letter will be rescinded immediately in the event the Company is unable to procure the necessary work permit or residence visa for the employee due to any reason whatsoever.
- iii. This Offer Letter may be terminated immediately if the employee commits any violation as detailed under Article 120 of the UAE Labor Law.
- iv. The employee will be bound by all the rules, regulations, policies and ethics of the Company, as may be amended from time to time.
- v. The employee is required to undergo all necessary medical examinations as required by the UAE Government. Failure to pass necessary medical examinations will result in this Offer Letter being rescinded immediately and the employee will be sent back to his home country.
- vi. The employment relationship will be governed by the UAE Labor Law in respect of any matter not covered under this Job Offer Letter.



**(15) Notices:**

All notices shall be sent to the address as given here under:

**To the Employer:**

Managing Director,  
Sobha Constructions LLC , PO Box: 25654 , MBR City, Nad Al Sheba 1, Dubai, United Arab Emirates.

**To the Employee:**

18 Sathiyamoorthy, 6th Street Meenambalpuram, Madurai -02

Any change in the residential address must be communicated to the Employer in writing by the Employee.

**(16) General:**

- i. This Contract constitutes the entire contract between the Parties and supersedes all previous offers or contracts, if any, verbal or written, exchanged or executed between the Parties.
- ii. No variation of this Contract shall be valid unless it is in writing and signed by or on behalf of the Parties.
- iii. The Employee confirms that all information which he has provided to the Employer and/or the Group relating to his professional experience and educational qualification is true and accurate. In the event that any information is shown to be inaccurate, the Employee's employment may be terminated immediately.
- iv. The Employer will be responsible for obtaining the requisite residence work permit and other necessary statutory approvals on behalf of the Employee and eligible dependents. The costs incurred towards such permits/approvals will be borne by the Employer. The costs towards attestation of various personal documents of the Employee including certificates of educational qualifications shall be borne by the Employee.
- v. The Parties acknowledge that they are obliged to execute a Ministry of Labor Contract of employment in addition to this Contract for the purposes of registration with the relevant governmental authorities.
- vi. In the matter of service conditions including those not specifically covered by this Contract, the Employee shall be governed by the Employer's policies. According to the Labor law, the Employer can amend, add, remove the points in the contract and can review as per the company policy from time to time and the Employer's decision in this respect shall be final and binding.



# SOBHA

CONSTRUCTIONS

- vii. In case of any dispute of any kind arising out of the Employee's employment or breach of this Contract, a court of law in the UAE alone shall have jurisdiction to adjudicate upon any such dispute and the governing Law for the purposes of the Contract shall be the Federal Law (8) 1980 of UAE, as amended from time to time.
- viii. Any gender shall include the other genders and references to the singular shall include the plural and vice versa.
- ix. The headings in this Contract are for convenience only and shall not affect its interpretation.
- x. The provisions contained in each clause and sub-clause of this Contract shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

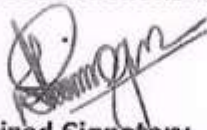
If the terms of this Job Offer Letter are acceptable to you, please sign and return the duplicate copy of this Offer Letter to confirm your acceptance on or before **07 April 2022** along with the following documents. Failure to do so shall result in this Offer Letter being cancelled with immediate effect.

- (1) Clear copy of passport (validity - minimum 1 year);
- (2) Color passport size photographs on white background
- (3) Attested qualification certificate (Duly attested by UAE Embassy and MFA);
- (4) Clear copy of salary declaration or payslip (if applicable);
- (5) Clear copy of visa and immigration cancellation (if applicable);
- (6) Clear copy of previous Emirates ID (if applicable).

We welcome you to our organization and look forward to a long and happy association with you.

Yours truly,

**Sobha Constructions LLC**



**Authorized Signatory**

I accept all terms above and the employment job offer. **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**ANNEXURE A**

**EMPLOYMENT COMPENSATION & BENEFITS SUMMARY**

**GENERAL**

- |                       |                                          |
|-----------------------|------------------------------------------|
| (1) NAME              | : Narendra Prasanna S K                  |
| (2) NATIONALITY       | : Indian                                 |
| (3) PASSPORT NO.      | : V5581791                               |
| (4) EMPLOYMENT STATUS | : Single Status                          |
| (5) DESIGNATION       | : Graduate Engineer Trainee              |
| (6) CONTRACT TYPE     | : Unlimited                              |
| (7) DATE OF JOINING   | : Subject to approval of employment visa |

  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**COMPENSATION (Paid in UAE Dirhams)**

- |                              |                     |
|------------------------------|---------------------|
| (1) BASIC                    | : 2,500/- Per Month |
| (2) HOUSE RENT ALLOWANCE     | : 1,250/- Per Month |
| (3) TRANSPORT/ SPL ALLOWANCE | : 500/- Per Month   |
| (4) OTHER ALLOWANCE          | : 750/- Per Month   |

**TOTAL (AED) : 5,000/- Per Month**

**BENEFITS**

- |                        |                                |
|------------------------|--------------------------------|
| (1) GRATUITY           | : As per UAE Labor Law         |
| (2) MEDICAL / COVERAGE | : "B" Category Medical         |
| (3) ACCOMMODATION      | : Allowance provided           |
| (4) TRANSPORT          | : Allowance provided           |
| (5) ANNUAL AIR TICKETS | : Ticket cost will be provided |

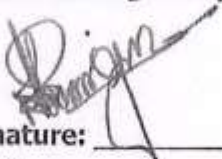
**OTHER CONDITIONS**

- |                   |                        |
|-------------------|------------------------|
| (1) PROBATION     | : As per UAE Labor Law |
| (2) NOTICE PERIOD | : As per UAE Labor Law |

**ACCEPTED**

**FOR EMPLOYER**

**Authorized Signatory**

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

**FOR EMPLOYEE**

**Name: Narendra Prasanna S K**

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



# GET - OFFER OF EMPLOYMENT (B&F IC)-LT2 0221571581883-Kiyasudeen S

Final Audit Report

2022-09-13

Created:	2022-09-13
By:	hrssc Int (hrssc@Intecc.com)
Status:	Approved
Transaction ID:	CBJCHBCAABAAe5P5jK9zDUVCiWoi8GNY0IZqRrgWHBWd

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**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

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Signer S. Kaif (kiyasu024@gmail.com) entered name at signing as S. Kiyasudeen  
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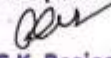
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Ref.: GET 2022-Civil-B&F IC-LT20221571581883

13th September 2022

Mr. Kiyasudeen S  
Thiagarajar College Of Engineering Madurai  
Contact No. 9087905019

  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Sir,

**Sub: Appointment as Graduate Engineer Trainee**

Hearty Congratulations on being selected for the position of Graduate Engineer Trainee through our rigorous selection process. We are pleased to attach the offer of your appointment as GET. We would advise you to sign online and submit your acceptance within 7 days from the date of this letter. In case we do not hear anything from you by that date, we will presume that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.

You are hereby advised to complete the pre-employment medical checkup at the earliest. Please note that your offer of training will be strictly subject to your being medical fit by our Company's doctor.

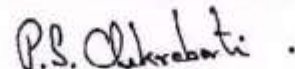
Your training commences from **10<sup>th</sup> October 2022** with pre-joining activities on **09<sup>th</sup> October 2022**. Accordingly, you are required to report at Chennai Head Quarters Office on **08<sup>th</sup> October 2022**. Your place of posting and joining formalities will be intimated in due course and a detailed email will be sent to you on this separately on receipt of your acceptance of this offer. Please note that request for extension in joining time / Change of Department or Division or Location will not be entertained.

You are requested to bring the following required documents in original for verification, on the date of your physical joining. Also keep two photocopies of the following documents.

- S.S.L.C (10<sup>th</sup> Std) Certificate and Mark sheet - In Original
- H.S.C (12<sup>th</sup> Std) Certificate and Mark sheet - In Original
- Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years- In Original - [Attested copies of degree certificate and final year / semester mark sheets should be forwarded to us within 3 months of your joining].
- Course Completion Certificate (if your final semester/ final year result is not declared) - In Original (Mandatory)
- Good Conduct certificate issued by the College
- Photocopies of achievements in extra-curricular activities claimed (College / District / State /National/ International levels)
- 2 Passport size photographs (Mandatorily photo should be taken in business formals in white background (for Men - Blazer and tie & Women - formal office wear).
- A Copy of your Aadhar Card & PAN Card
- Proof of age - either S.S.C or school leaving certificates
- Covid Vaccination Certificate

Please note that this offer of employment given to you is based on the educational qualification declared by you in your application for employment. This offer will stand automatically cancelled and withdrawn in case the information provided in the application is false or incorrect. In case of any clarification, kindly contact Mr. Vijayaraghavan S / 7550004210 / [vijaysraghavan@lntecc.com](mailto:vijaysraghavan@lntecc.com).

Yours Faithfully,  
for LARSEN & TOUBRO LIMITED



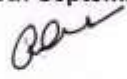
(PARTHASARATHI CHAKRABORTI)  
JGM & HEAD – TALENT ACQUISITION  
BUILDINGS & FACTORIES IC



Ref.: GET 2022-Civil-B&F IC-LT20221571581883

13th September 2022

Mr. Kiyasudeen S  
Thiagarajar College Of Engineering Madurai  
Contact No. 9087905019

  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Sir,

**Sub: Appointment as Graduate Engineer Trainee**

With reference to the interview you had with us, we have pleasure in selecting you as **Graduate Engineer Trainee** on the following terms and conditions, subject to:

- (a) Your passing the final Degree Examination in FIRST attempt and
  - (b) Being found medically fit by the Company's Doctor.
1. Your period of training will be for twelve months from the date you report for training.
  2. During the course of twelve months training period, you will carry out all directions and instructions issued to you by the Company, its officers and representatives diligently and faithfully carry out your duties and obligations. The course and manner of your training will be decided solely by the Company at its discretion and you may be required to work, as part of your training, in any one of the Departments / Offices / Projects of the Company and/or its Associates / Subsidiary Companies.
  3. During the course of your training, the company will pay you the following salary:

PARTICULARS	AMOUNT (₹) (Office Based)	AMOUNT (₹) (Project Based)
STIPEND	15500/- P.M	15500/- P.M
FLEXIPAY	25210/- P.M	24410 /- P.M
<b>TOTAL</b>	<b>40710/- P.M</b>	<b>39910 /- P.M</b>

You will be eligible for reimbursement of Site Compensatory Allowance when posted at Project Sites as follows: -

Site Compensatory Allowances (P.M)	Project Based
	₹ 3160/-P.M.

A lump sum amount of ₹ 60,000/- will be payable to Graduate Engineer Trainee on successful completion of training period.

You are also eligible to get Leave Travel Assistance ₹ 21,000/- after the completion of eleven months of your training period. Refer Annexure - II

4. **Gratuity:** Your tenure of training of twelve months will not be reckoned as "Service" for the purpose of Gratuity.



**Mr. Kiyasudeen S**

5. **Provident Fund:** You will be enrolled as a member of "LARSEN & TOUBRO OFFICERS AND SUPERVISORY STAFF PROVIDENT FUND" from the day of your joining our Organization, under which at present the employee shall subscribe a sum equal to 12% of his monthly stipend and the Company contributes an equivalent amount.
6. **Tax Liability:** Income Tax Liability, if any, will be borne by you.
7. **Medical Benefits:** You will be eligible for medical benefits in accordance with the Company's Scheme for your cadre.
8. **Leave:** During the period of training, you will be entitled to leave as per the leave rules shown in Annexure-I.
9. **Working Hours:** You will observe the working hours and holidays normally observed by the Department / Location you are assigned to.
10. You shall not at any time engage in, or be concerned with, or be interested in, directly or indirectly, any business, work or activity other than that of the Company or commit any act prejudicial to the interests of the Company and/or its business (the Company being the sole judge thereof).
11. The Company shall have the right to terminate this agreement forthwith without any notice in the event of any of the following: -
  - (i). Breach of any of the conditions of this agreement;
  - (ii). Any misconduct on your part;
  - (iii). Failure to carry out any of your duties and obligations;
  - (iv). Being continuously absent from or omit to attend to your work for 10 days without the Company's previous permission in writing whatever be the cause of such absence or omission.
12. Either party can terminate the training hereunder by giving one month's notice in writing to the other and upon expiration of such period of one month, the training hereunder shall terminate.

The Company may at its sole discretion terminate the Contract of Employment without notice and / or salary in lieu of notice, if in the opinion of the Company, the continuance of your employment is detrimental to the interest of the Company. Provided that, in the event of termination as provided hereinabove, all benefits / perquisites / allowances shall stand forfeited immediately, and you will only receive any statutory benefits as applicable to you on the date of your termination.
13. You are to treat the terms of this agreement as confidential.
14. You are to treat the following as strictly confidential
  - Your salary, allowances, benefits, rewards.
  - The affairs of the Company and its customers of which you may be cognizant and particularly the drawings, quotations, specifications and other manufacturing information.



**Mr. Kiyasudeen S**

By accepting employment with the Company, you undertake not to disclose the above to anyone. Violation of this would be viewed as a serious breach of conduct.

15. You will keep us informed of your local contact address whenever there is any change.
16. You will be assigned to work in our **Buildings & Factories IC**.
17. We will be intimating you regarding joining formalities in due course. Please note that you will not be eligible for reimbursement of any expenses that you may incur for reporting. Please note that requests for extension in joining time will not be entertained.
18. The Company may extend the training period if the trainee has not attended training on all days or has not fulfilled the learning objectives.
19. On successful completion of the said 12 months training period to the satisfaction of the Company of which the Company shall be the sole judge and depending on the vacancies existing in the Company at that time you will be considered for appointment in the Company's regular cadre.
20. **Code of Conduct:** You shall abide by the internal regulations specified in the company's 'Code of Conduct' inter alia Confidentiality policy, Gift policy, Insider Trading and Policy on Sexual Harassment and any amendments thereof and /or other policies which may become applicable from time to time. Any violation /breach thereof shall call for consequence management, which may include as disciplinary action for those found guilty of such misdemeanors, termination of Services with immediate effect without any compensation. The Company expects all employees to comply with these regulations in letter and spirit. Company further expects that you will abide by the law of land in your dealings with the Company, its stakeholders & society.

Please note that it is the duty of every employee to familiarize themselves with the dos and don'ts of all policies concerning conduct, discipline and behaviors. In case of any concerns or clarification the HR department may be approached. However, ignorance of the rule will not be accepted as a defence in any case. Please refer **Annexure III**.

21. **Disputes & Arbitration:** Any dispute or difference or claim arising in connection with this contract shall be resolved by reference to arbitration by a sole arbitrator appointed by L&T at its sole discretion. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The language of arbitration shall be English. Each of L&T or the employee shall be respectively entitled to approach the Court of competent jurisdiction for such interim reliefs as the Company or the Employee may in its discretion deem fit. The venue of arbitration shall be at Chennai. The award of the arbitrator shall be final and binding on the parties. The governing law shall be the laws of India.
22. The company reserves the right to verify your documents and background through internal or external agencies. These may include your current / previous employment history, educational/professional credentials and other background checks.





**Mr. Kiyasudeen S**

23. **Confidentiality Agreement:** As a part of our Information Security Management System, you are responsible for the security of all information including prevention of misuse of information / information processing facilities, relevant to the company affairs and its customers of which you may be cognizant and treat as strictly confidential, in particular, the drawing, quotations, specifications and other manufacturing information. You shall also be responsible for maintaining the confidentiality and prevent unauthorized dissemination, in case you are engaged by the Company in the development and use of any computer programmes.

Any invention or discovery made by you during the course of employment with the Company shall become the property of the Company and you shall forthwith execute such documents including assignment agreements as provided under applicable law for transfer of title to the Company to enable the Company to register the same as Company owned intellectual property and you shall not raise nor have any claim in respect thereof.

24. **Non-disclosure of confidential information and trade secret:** You shall not, except as authorized, reveal/disclose/disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets, secret or confidential information, information contained in any manuals and/or dealings or any information concerning the businesses, finances, external and internal transactions of the company and/or its affiliates / associates / group companies including but not limited to all data, all company contracts, processes, policies, strategies involving marketing, advertising, operations, contractual obligations, business expansion ("confidential information") which may come to your knowledge and/or imparted to you by the company during your employment. You shall hold strict confidence of such confidential information. This restriction shall survive after termination of employment / retirement / resignation / severance of employment for any reason whatsoever without limit in point of time. You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memorandum, contracts or processes relating to the business and/or the transactions of the company and/or its affiliates / associates / group companies which may come to your knowledge and/or possession by virtue of his employment with the company for any purpose other than for the benefit of the company. You will be responsible for the safe custody of all the documents, manuals, processes, contacts, kits and other properties belonging to the company that may be entrusted to and/or placed in your possession by virtue of and/or during the course of your employment with the company.

25. **Non-competition restriction:** You shall not engage directly or indirectly in any professional services or employment nor advise, manage, render or perform services to or for any person or entity during the term of your employment with the company. You agree that the company's services are highly specialized. You further agree that the identity and particular needs of the company's customers are not generally known in the industry.

Documents and other information regarding company's services, pricing and cost as well as information pertaining to the company's customers including but not limited to identity, location, service requirements and charges to the customer are highly confidential and secret and hence, you shall not for a period of one year from the termination/ retirement / resignation / severance of your contract of employment for any reason whatsoever, directly or indirectly engage yourself in any capacity in any professional service or employment which is engaged in a business competitive to that of the company within the geographical location wherein the company does its businesses. You are, however free to engage yourself in any profession or employment provided your such future engagement is not competitive and such engagement is in full compliance of all the terms of your employment specially the terms related to Non-disclosure of confidential information and trade secret & Non-Solicitation and Non-Poaching to that of the company.

Page 4 of 5



**Mr. Kiyasudeen S**

26. **Non-Solicitation and Non-Poaching:** You shall not at any time during the term of your employment with the company or thereafter, under any circumstances, directly or indirectly solicit or attempt to solicit the company's and/or any of its subsidiaries' and/or affiliates' and/or group companies' personnel to leave the employment of the company and/or any of its subsidiaries and/or affiliates or apply for employment with any third party or encourage such personnel of the company. You have further agreed that you shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the company, or with those customers of the company with whom you may have had any contact during your employment with the company and for a period of one year after your employment ceases within the company.

On arrival at our office, please contact our Recruitment Section along with the following documents in original and two attested Xerox copies

- S.S.L.C (10<sup>th</sup> Std) Certificate and Mark sheet - In Original
- H.S.C (12<sup>th</sup> Std) Certificate and Mark sheet - In Original
- Certificate & Mark sheets of Degree (Under Graduation) of all the semesters/years- In Original - [Attested copies of degree certificate and final year / semester mark sheets should be forwarded to us within 3 months of your joining].
- Course Completion Certificate (if your final semester/ final year result is not declared) - In Original (Mandatory)
- Good Conduct certificate issued by the College
- Photocopies of achievements in extra-curricular activities claimed (College / District / State /National/ International levels)
- 2 Passport size photographs (Mandatorily photo should be taken in business formals in white background (for Men - Blazer and tie & Women - formal office wear).
- A Copy of your Aadhar Card & PAN Card
- Proof of age - either S.S.C or school leaving certificates
- Covid Vaccination Certificate

All communications/notices should be addressed to HR Department, Buildings & Factories IC, L&T Construction, TC 2 Building, 1st Floor, B-Wing, Mount Poonamallee Road, Manapakkam, PB No.979, Chennai-600089, Tamil Nadu, India. Please give your acceptance online as a token of agreement to the terms and conditions thereof, within 07 days from the date of this offer. In case we do not hear anything from you by that date, we will presume that you are not interested in our offer. Thereafter, this offer of appointment as Graduate Engineer Trainee shall lapse automatically.

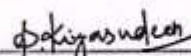
**Yours Faithfully,**  
**for LARSEN & TOUBRO LIMITED**



**(J KABILAN)**  
**HEAD – HUMAN RESOURCES**  
**BUILDINGS & FACTORIES IC**

Encl: As above

I have read the letter and accept my selection and all the terms and conditions thereof.

  
S. Kiyasudeen (Sep 13, 2022 05:55 MDT)  
(Signature)

date : Sep 13, 2022





**LARSEN & TOUBRO**

**Larsen & Toubro Limited,  
Construction  
Buildings & Factories**  
Mount Poonamallee Road,  
Manapakkam, P. B. No. 979,  
Chennai - 600 089, INDIA  
Tel : +91-44-2252 6000, 2252 8000  
Fax : +91-44-2259 7288  
[www.Lnteccl.com](http://www.Lnteccl.com)

**ANNEXURE – I**  
**LARSEN & TOUBRO LIMITED**  
**L&T CONSTRUCTION**  
**Leave Rules for Post Graduate Engineer Trainee / Graduate Engineer /**  
**Architect Trainee /**

**Privilege Leave:**

1. Eligibility : After 11 Months Training
2. Quantum : 23 days per annum
3. PL not availed at the end of the training period will be encashed and cannot be carried over to the Next Year.
4. If for any reason the leave extends beyond the period of training, your training period will be proportionately extended and if the trainee is offered employment with the company, the date of employment will be from the date of training is completed.

**Casual Leave:**

1. Eligibility : From the date of Joining
2. Quantum : 07 days per annum
3. Not more than 2 days CL will be allowed to be taken at one time. With holidays/ weekly off days prefixed / suffixed to CL, the total absence should not exceed 5 days.
4. Except in the case of extreme emergency, application for CL shall be made to the appropriate authority and sanction to be obtained prior to availing of leave.

**Sick Leave:**

1. Eligibility : From the date of Joining
2. Quantum : 07 days per annum on full stipend
3. The trainee shall produce a medical certificate from Registered Medical Practitioner in support of his sickness.
4. The company has the right to have the trainee examined by the company's Medical officer to ascertain the sickness.
5. SL shall not be combined with CL

If for any reason, the attendance of the trainee falls short of 240 working days per annum his training period will be extended by the period of such shortfall.

Registered Office: L&T House, N. M. Marg, Ballard Estate, Mumbai - 400 001, INDIA  
Licence No.: CIN - L99999MH1946PLC004768

L&T Construction - Buildings & Factories is a brand of Larsen & Toubro Limited



## ANNEXURE – II L&T CONSTRUCTION

GET Compensation Structure				
Components	Office Based Posting		Project Site Based Posting	
	(in INR per month)	(in INR per annum)	(in INR per month)	(in INR per annum)
<b>Monthly Components (A)</b>				
Stipend	15,500	1,86,000	15,500	1,86,000
Flexi Pay	25,210	3,02,520	24,410	2,92,920
Site Compensatory Allowance			3,160	37,920
<b>Sub Total (A)</b>	<b>40,710</b>	<b>4,88,520</b>	<b>43,070</b>	<b>5,16,840</b>
<b>Statutory Components (B)</b>				
PF (Employer Contribution)	1,860	22,320	1,860	22,320
<b>Sub Total (B)</b>	<b>1,860</b>	<b>22,320</b>	<b>1,860</b>	<b>22,320</b>
<b>Annual Components (C)</b>				
LTA	1,750	21,000	1,750	21,000
Deferred Retention Pay	5,000	60,000	5,000	60,000
<b>Sub Total (C)</b>	<b>6,750</b>	<b>81,000</b>	<b>6,750</b>	<b>81,000</b>
Medical Insurance and other Benefits	898	10,776	3,148	37,776
<b>Sub Total (D)</b>	<b>898</b>	<b>10,776</b>	<b>3,148</b>	<b>37,776</b>
<b>Total CTC</b>	<b>₹ 50,218</b>	<b>₹ 6,02,616</b>	<b>₹ 54,828</b>	<b>₹ 6,57,936</b>

- LTA: You will be eligible for Leave Travel Assistance (LTA) ₹ 21,000/- after the completion of eleven months of your training period.
- Deferred Retention Pay: On successful completion of your training and confirmation in our services, you will be paid an one-time lump Sum amount of ₹ 60,000/-.
- Leave Encashment: Unconsumed Privilege Leave will be encashed at the end of the training period. However, a maximum of 7 days PL will be allowed to be carried over to the next year.
- You will be provided with shared bachelor accommodation at a subsidized recovery rate of ₹ 100/- per month & to and fro local transport facilities from residence to work location at Project sites. Subsidized mess facilities are also available.
- In the Company's Medical Insurance Scheme, the trainees will be covered for a sum of max. ₹ 2.00 lakhs of Hospitalization expenses during the training. A nominal sum of ₹ 200/- per month will be recovered from the employee as a contribution towards this scheme.
- Contributory Group Term Insurance: All the staff members are covered in the said Group Term Insurance scheme for a sum of ₹ 50.00 Lakhs. A nominal sum of ₹ 832/- per month will be recovered from the employee as a contribution towards this scheme. The contribution towards this scheme is voluntary and optional.
- Tax: Income Tax Liability, if any, will be borne by you.

Registered Office: L&T House, N. M. Marg, Ballard Estate, Mumbai - 400 001, INDIA  
Licence No.: CIN - L99999MH1946PLC004768

L&T Construction - Buildings & Factories is a brand of Larsen & Toubro Limited





**LARSEN & TOUBRO LIMITED**

**CODE OF CONDUCT**

**FOR**

**S & E AND COVENANTED  
OFFICERS**

**2020**



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## **I. PREAMBLE**

- L&T is a professionally managed Indian multinational, committed to total customer satisfaction & enhancing stakeholders' value.
- The Company's philosophy on corporate governance is built on a rich legacy of fair & transparent governance & disclosure practices. This includes respect for human values, individual dignity, & adherence to honest, ethical & professional conduct. "L&T-ites" are guided by the vision statement & values mentioned therein for the success & reputation of L&T.

## **II. APPLICABILITY**

This Code of Conduct is applicable to all Supervisory, Executive, Covenanted and equivalent grades of Larsen & Toubro Limited and its group of Companies.

The Board Members, Executive Directors and Senior Managerial Personnel (Senior Officers) will continue to be governed by the Code of Conduct signed by them.

## **III. CODE OF CONDUCT**

### ***i). Honesty, Integrity, Ethics***

All L&T-ites shall act in conformity with professional standards of personal integrity, honesty & ethical conduct, especially when on Company's business, at Company sponsored events, or when representing the Company.

Ethical conduct is one that is free from fraud & deception and includes actual or potential conflicts of interest between personal advantages as against organization's needs and/or values.

### ***ii). Respect for Individuals***

Our success can be achieved only when we treat everyone, both within and outside our Company, with respect. Respect in the workplace, along with individual excellence and collaborative teamwork, is how we will accomplish our goals.



L&T-ites shall treat their colleagues & business associates with dignity & respect, irrespective of caste, creed, gender, religion/region, nationality, appearance or any disability.

Superiors shall encourage their subordinates/colleagues to express their professional views in meetings / discussions, candidly and without fear. Feedback on performance will be provided as far as possible in private. They shall treat them with equity & fairness.

L&T-ites shall not use abusive or offensive language, tone or gesture with their colleagues or business associates. Superiors shall not insult/demean their subordinates.

L&T-ites shall commit to create an environment which is free of any type of sexual harassment & abide by the Policy for Protection of Women's Rights at the Workplace. Every employee shall strive to protect women employees' from any act of sexual harassment.

The Provisions of the relevant law, rules and norms regarding the Sexual Harassment of Women at Workplace have become contextually very relevant in today's time. It is very important for every male employee to exercise diligence in drawing the line with respect to professional interactions with female employees. Maintaining decorum and ensuring that the employee is not exposed to complaints is important, for which it is the responsibility of each male employee to be fully aware of the provisions of the relevant law and repercussions of violations. It is the responsibility of the employee concerned to familiarize himself with the relevant law as applicable.

The details of the relevant law as applicable in India are in the link below

Please click [here](#) for the policy

**iii). Customer Need and Stakeholder Value**

L&T-ites are passionate about meeting customers' needs and delivering to stakeholders. L&T-ites shall:

- ✓ Demonstrate a passion for understanding and meeting the needs of customers and stakeholders
- ✓ Shall be fair, professional and transparent in its dealings with the customers and stakeholders.
- ✓ Take active responsibility for the quality of service we provide to customers and stakeholders



- ✓ Are open to change and readily implement better ways of doing things
- ✓ Have high performance expectations and a mindset of excellence
- ✓ be innovative in identifying new opportunities and approaches for our customers, stakeholders and ourselves
- ✓ respect customers' right to privacy in relation to their personal data
- ✓ Comply with all data privacy laws that prescribe how to responsibly collect, store, use, share, transfer and dispose of personal information, and strive to comply with those laws everywhere the Company operates.

**iv). Fair Competition and Anti-trust**

Company believes fair and open competition benefits customers, stakeholders, and society as a whole. Company supports the development and operation of competitive open markets and the liberalisation of trade and investment in each country and market in which we operate.

L&T-ites shall not enter into any activity constituting anti-competitive behaviour such as abuse of market dominance, collusion, participation in cartels or inappropriate exchange of information with competitors. L&T-ites shall collect competitive information only in the normal course of business and obtain the same through legally permitted sources and means.

**v). Sharing of Official Information**

L&T-ites shall not divulge or communicate in any manner sensitive/confidential information to third parties, except when authorized to do so for business reasons. Company's Policy Guideline on Designated Spokespersons authorized for communicating to the media in this regard, shall be strictly followed.

L&T-ites shall not speak ill about the organization to any external agency which would tarnish the image of the organization.

Similarly, L&T-ites shall desist from indulging in rumour mongering/loose talks, about the organization that is detrimental to the Company's interest.

Please click [here](#) for the policy



**vi). Maintaining Confidentiality**

In addition to the above, the employees shall maintain the integrity of internal communications. Care shall be taken to mitigate various risks emanating out of communication such as misrepresentation of facts/ events, leakage of price sensitive information, unfavourable reports on developments in the Company and inconsistent communication at the times of crisis. The contents of all the internal & external communications shall conform to the guidelines of Communication Risk Management Policy issued jointly by the Corporate Brand Management & Communication Department and Corporate Risk Management.

Please click [here](#) for the policy

The employees and personnel of L&T Group may in the course of their employment and engagement, become aware of and possess information of L&T Group or third parties disclosed to the L&T Group that is not generally known. This may include information which if disclosed could jeopardize the interests of the L&T Group.

As an HR process the Company conducts Development Centre (DC) regularly to assess leadership potential. The participants in these centres will be expected to maintain utmost confidentiality with respect to the content, material received in the DC's and conduct themselves with the highest sense of professional ethics.

Hence as per the Confidentiality policy, all the employees have been entrusted with the duty to keep such information strictly confidential and use it only for proper purposes in accordance with the law. This would apply during the course of employment as well as post separation.

Please click [here](#) for the policy

**vii). Dealing in Securities While in Possession of Unpublished Price Sensitive Information (UPSI)**

Every employee will be considered as an 'INSIDER' under the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 as amended in 2018. As an Insider, it is the duty of the employee not to deal in or advocate trade in securities (eg. equity shares / preference shares / derivatives) of the Company when in possession



of any UPSI and till such time the information comes in the public domain.

The onus will be on the employee to demonstrate that he / she was not in possession of UPSI at the time of dealing in securities.

Please click [here](#) for the circular on prevention of insider trading along with the L&T Securities Dealing Code and the SEBI (PIT - Prohibition Of Insider Trading) Regulations.

**viii). Professional Engagement & Public Advocacy**

L&T-ites are encouraged to associate themselves with activities of professional bodies/fora to enrich their knowledge and also help in building organization's image.

The government is an important stakeholder in our business and we therefore engage with it through multiple business forums and trade organisations. We shall engage with the government and regulators in a constructive manner in order to promote good governance. Our senior executives are active members of industry bodies that participate in the development of public policy that addresses issues affecting industry, business, products and customers. However, such engagement should not result in dereliction of duty or in discrediting the organization's image/reputation or abuse of organization's resources.

**ix). Use of Company Assets & Brand Logo**

L&T-ites shall not exploit the organizational resources for one's own personal gain/pecuniary advantage. In discharge of official duties, one shall strive for effective and judicious use of resources entrusted to them. Resources include both tangible assets like equipment and facilities etc. or intangible assets like designs, information, software or network with suppliers/customers, etc.

L&T-ites are entrusted with the duty of using the brand logo without modifying the same. All the employees shall abide by the guidelines for Brand applications/usages including on visiting cards. Deviations from the specific logo templates will not be permitted.

Please click [here](#) for the policy on [Brand Marks](#) and [Use of Brand Marks by External Parties](#)



**.x). Intellectual Property**

Company's intellectual property is an invaluable asset that must be protected at all times. L&T-ites shall respect and protect all confidential information and intellectual property of the Company.

L&T-ites shall safeguard the confidentiality of all third party intellectual property and data. L&T-ites shall not misuse such intellectual property and data that comes into their possession and shall not share it with anyone, except in accordance with applicable company policies or law.

L&T-ites shall promptly report the loss, theft or destruction of any intellectual property and data of the Company or that of any third party.

**.xi). Social Media Code of Conduct**

L&T encourages social media interaction (during the employees' personal time) in an individual capacity and we trust our employees to act responsibly adhering to the policies of the company with respect to messages pertaining to the business and/or brand.

L&T-ites are expected to use social media in the best interests of the Company wherever there is any reference to the Company's name, brand or reputation. Social media interaction includes all digital social platforms and online interaction including interaction on platforms such as LinkedIn/ Facebook / Twitter / YouTube / Snapchat / Blogs or Review platforms / Whatsapp.

**1. Responsibility:**

- a) Every employee is responsible for what they post. They have to be aware that social media interactions for or on behalf of the Company (intended or unintended) can have legal repercussions that make the Company liable.
- b) They should not use the L&T logo or trademarks as their display pictures / images
- c) They should not share information about clients, partners, L&T leadership, L&T Businesses and their performance. They should not be involved in Plagiarism or infringement of any copy right, in the context of any reference made about L&T, its business, products or services.
- d) They should avoid anonymous postings

**2. What can be posted on social media:**

- a) Confidentiality of information should be kept in mind. One may share awards/accomplishments pertaining to the



company after they become public information. Personal views and perspectives shared in the form of blogs, articles, stories, narrations any form of postings should have a disclaimer that these views are views of the individual and not of the company

- b) One should not share information on or comment on current or former employees, clients, competitors, vendors or suppliers.
  - c) One should not share any content that is protected by a third party's copyright. When sharing content created by someone else, due credit should be given to the creator.
  - d) One should not film or photograph internal events and post them to social media unless one has the authorisation from their department head.
3. Tone:
- a) One should be Respectful. L&T does not condone any abuse and trolling on social media.
  - b) One should use first person (don't use 'we' or 'us') when sharing opinions. It should be made clear that what is shared or said, is representative of one's personal views and opinions only and are not necessarily the views and opinions of L&T.
  - c) One should be proactive and take responsibility in accepting and clarifying controversies (if any) around one's post on social media.
4. L&T reserves the right to monitor, edit, forbid, stop or / and filter comments or discussions about the group or companies, employees, clients and the industry, including products and competitors, posted by any employee on the Internet / in Social Media.

If any content violates the L&T Code of Conduct or the Social Media Policy, or the company's Communication Policy, the Group reserves the right to seek clarification, and if required, ask the employee to delete that content.

The Group Social Media Policy is covered under sections 5.11.49 through 5.11.51 of the Brand Manual.

Please click [here](#) for the policy.



***xii). Use of Information Technology***

L&T-ites shall judiciously use the Information Technology facilities provided to them. They shall conform to the policy on Information Technology.

The increasing usage of E-mails forms a major portion of the network usage. In order to make the best utilization of the resources and to prevent undesirable fallouts resulting from the use of E-mails, users should comply with the Corporate E-mail usage Guidelines. Please see Corporate E-mail usage policy framed for the proper utilization of the facility.

Please click [here](#) for the policy

***xiii). Working Environment & Dress Code Policy***

L&T-ites shall not engage in any activity that is likely to result in disturbing peace & harmony in the workplace or engage in activities that are likely to create tension, bitterness or confusion in the minds of colleagues.

Superiors shall endeavour to create a climate in ensuring the above.

All L&T-ites are expected to follow the dress code policy in order to project a professional image through attire and bearing.

Please click [here](#) for the policy

***xiv). Environment, Health & Safety (EHS)***

Safety is the core component of a Company's responsibility; it is also the foundation of its long-term viability. Company is committed to the safety and health of employees. Company believes that all injuries and occupational illnesses are preventable. Company has a commitment to zero injuries in the workplace.

L&T-ites shall endeavour to create a safe working environment by following the policies and procedures as laid down in the Corporate Environment, Health & Safety Management Systems framework.

Towards this, all the employees shall:

- a) Incorporate EHS considerations in all business decisions
- b) Ensure compliance to statutory and other requirements



- c) Prevent adverse environmental impacts and occupational health and safety risks
- d) Conserve natural resources, minimize waste generation and environmental emissions
- e) Impact structured training for employees and stakeholders for effective EHS performance
- f) Encourage communication, consultation and collaboration with all the stakeholders

L&T-ites shall strive to keep ones' own place and surrounding workplace clean and hygienic.

Please click [here](#) for the policy

**xv). *Respect for Human Rights***

The Company respects human rights everywhere it works and while doing business with others. The Company does not employ children at the workplaces. The Company also does not use forced labour in any form.

**xvi). *Sustainability***

L&T-ites are committed to fulfilling our economic, environmental and social responsibilities while conducting business. All the L&T-ites shall strive to conserve natural resources, and achieve sustainable growth, through a culture of trust and care.

Please click [here](#) for the policy

**xvii). *Corporate HR policy***

People are the most valuable resources that contribute towards realizing the dynamic vision of the Company. Hence in consonance with the HR functions, we shall be relentlessly committing ourselves to:

- a) Acquiring, developing and retaining a pool of high-calibre talent
- b) Enabling and empowering our employees to be creative and innovative
- c) Establishing systems and practices for maintaining transparency, fairness and equality
- d) Creating a culture of continuous learning, competitiveness and excellence through change management
- e) Respecting ethics, values and good governance
- f) Provide equal opportunity for growth & development

Please click [here](#) for the policy



***xviii). Risk Management Framework Including Tax Risk Management Policy***

The employees must comply with all the laws applicable to the Company, adhere to the Risk Management framework and abide by the Internal Control Guidelines including the Tax Risk Management Policy.

Please click here for the policy on:

[Enterprise Risk Management](#)

[Internal Controls](#)

[Risk Management Policy](#)

***xix). Prohibited Items***

Use, sale, purchase or possession of alcohol/narcotic drugs/arms/weapons by L&T-ites at workplace or when on duty, is prohibited. Smoking is allowed only at designated places.

***xx). Anti-Bribery***

L&T-ites should never offer, directly or indirectly, any form of gift, entertainment or anything of value to any government official or commercial partners including customers or their representatives to

- a) Obtain or retain business
- b) Influence business decisions; or
- c) Secure an unfair advantage.

This includes bribes, kickbacks and facilitation payments.

L&T-ites should not accept, directly or indirectly, any form of gift, entertainment or anything of conspicuously high value from existing and potential business partners, vendors or their representatives

This includes bribes, kickbacks and facilitation payments.

Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks for academic sessions, contribution to academic boards etc. will be permitted, as mentioned in 'Gift Policy' below.



#### **.xxi). Gift Policy**

A gift is anything of value and would encompass any gratuitous monetary or non-monetary benefit. It includes tangible items such as cash, precious metals, stones, jewelry, art and any of their equivalents, but also intangible items such as discounts, services, loans, favours, special privileges, advantages, benefits and rights that are not available to the general public. A "gift" also includes meals, entertainment, hospitality, vacations, trips, use of vacation homes, tickets to sporting or music events, outings, vendor familiarization trips and use of recreational facilities.

L&T-ites are prohibited from offering gifts, hospitality and entertainment or anything else of value, which might influence the decisions of counterparties or Officials in connection with the business of the Company.

L&T-ites are also prohibited from accepting any gifts, hospitality and entertainment, or anything else of value, which might influence their own decisions.

Only Gifts/Honorarium of nominal value accepted or offered on the occasion of festivals, talks, etc. will be permitted under this Policy. Such gifts should comply with local laws and customs (including cultural and religious festivals) and should not be prohibited under applicable law and should not include cash or cash equivalents, gold or other precious metals, gems or stones. L&T - ites may also initiate or become part of occasional business meals or celebratory events and entertainment, etc. in such manner that this policy remains unstained.

#### **.xxii). Information Security**

The Information Security Policy sets out the expectations on every employee to safeguard confidential information of the Company and our third parties with the assurance of security, availability, integrity and confidentiality. This policy provides employees with the mandatory directive of safeguarding L&T and its stakeholder's information.

Please click [here](#) for the policy.



*xxiii) And Finally*

All L&T-ites besides being good employees, shall endeavor to contribute towards:

- Development of the Community and Society.
- Supporting National & Humanitarian Causes.

#### **IV. MECHANISM FOR IMPLEMENTATION AND MONITORING**

Approvals / Disclosures under the points mentioned above should be as per the respective policies.

Violations of the Code of Conduct should be reported as per the Reporting Matrix which is annexed and forms an integral part of the Code of Conduct.

As a practice, any violations should be reported to the 1<sup>st</sup> Level Reporting Authority who shall investigate the same and take necessary action. However, if the violation is by the 1<sup>st</sup> Level Reporting Authority itself, then it should be reported to the 2<sup>nd</sup> Level Reporting Authority.

In case the Reporting Authority comes to the conclusion that the violation is of a grave nature, the same shall be reported to the Whistleblower Investigation Committee for further action within a reasonable time frame.

The concerned Reporting Authority will give a summary of the violations reported of the Code of Conduct and the action taken thereon on a monthly basis to the IC HR Head who in turn shall provide the same to Corporate HR.

#### **V. ECOM DISCLOSURE**

Corporate HR Head will provide a summary of the violations reported of the Code of Conduct and the action taken thereon on a quarterly basis

#### **VI. REVIEW & AMENDMENT**

The Code shall be reviewed as and when required to ensure that it meets the objectives of the relevant legislation and remains effective. The ECOM has the right to change/amend the Code as may be expedient taking into account the law for the time being in force.

#### **VII. NON-COMPLIANCE:**

Non-compliance of the provisions of this Code shall be treated as dereliction and an act of misconduct.

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# MATRIX - AUTHORITIES FOR BREACH REPORTING & CLARIFICATIONS /SEEKING PERMISSIONS

SI No	Breach reporting	Reporting Structure		Remarks
		1st Level	2nd Level	
1	Work Place Conduct ( Abusive or offensive language)	DH	CHR	#
2	Reporting of Bribe/ Fraud	WBIC		@
3	Breach of Confidentiality/Intellectual Property - sharing trade secrets and confidential information	WBIC		@
4	Dealing in securities while in possession of UPSI	Company Secretary	ECOM Member	
5	Misuse of Company's Assets	IC HR	CHR	#
6	Breach of information security	DH/IC HR	CHR	#
7	Use of prohibited Items like drugs, weapons, etc.	WBIC		@
8	Sexual Harassment	ICC		
SI No	Clarification /Permissions	Authority		
1	Dealing in securities	CS Team		
2	Professional Engagement and Public Advocacy	DH		
3	Company Assets & Brand Logo	CBMC		
4	Social Media Code of Conduct	CBMC/Legal		
5	Information Technology	DH/Corporate IT		
6	Work Environment Dress Code Policy	CHR		
7	Environment, Health & Safety	DH		
DH	Department Head			
WBIC	Whistle Blower Investigation Committee			
ICC	Internal Complaints Committee			
CBMC	Corporate Brand Management & Communications			
CHR	Corporate Human Resources			
#	If not attended to, can be escalated to WBIC			
@	The Complainant has the option to write directly to the Chairperson of the Audit Committee at <a href="mailto:acc@larsentoubro.com">acc@larsentoubro.com</a> .			

*S. Kiyasudeen*  
S. Kiyasudeen (Sep 13, 2022 09:55 MDT)





L I F E I N S U R A N C E C O R P O R A T I O N O F I N D I A

Employee Pay-Slip for the month of 11/2023

724 - CHENNAI CBO-4 - (Finalized)

Name : MR. NAVEEN N  
Designation : 1728  
PAN : XXXXX6882K

S.R.NO : 502847  
Department : 37  
Bank A/C No : XXX...430  
Benefit Type : Defined Contribution Pens

*Dr. G.K. Raajesh*  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Earnings	Amount	Deductions	Amount
Basic Pay	35650.00	Prof Tax	210.00
Cadre Spl. Allo	3200.00	GIS PREMIUM	3185.00
D A	21538.44		
H R A	3565.00		
C C A	1069.50		
F C A - Class 2	2050.00		
SR A/C Debit	0.06		
Gross Earnings	67073.00	Total Deductions	3395.00
		Net Salary	63678.00

'GO GREEN', Please consider the environment before printing  
This is a computer generated statement.



**ANUNTA TECHNOLOGY MANAGEMENT SERVICES LIMITED**

Level 2, Block B6, Nirlon Knowledge Park, Off Western Express Highway,  
Goregaon (East), Mumbai – 400 063 Tel: 022 6620 0888 Fax: 022 6620 0889  
[www.anuntatech.com](http://www.anuntatech.com). CIN - U72300MH2012PLC230890



02<sup>nd</sup> September 2023

Dear Prasath M,

Subject: Offer letter

  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Congratulations!

We are pleased to make you an offer of employment with Anunta Technology Management Services Limited. You will be designated as Trainee - Software Engineer (Band 3A) located at Chennai. Your date of appointment is effective from the date of joining.

SALARY ANNEXURE		
"A" Fixed		
	Monthly CTC	Annual CTC
Basic	6,600	79,200
HRA	3,300	39,600
Statutory Bonus	841	10,092
Other Allowances	12,142	1,45,704
"A" Subtotal - Fixed	22,883	2,74,596
Gross Salary (A)		
	22,883	2,74,596
"B" Retirals		
Provident Fund	1,800	21,600
Gratuity(@4.81% of Basic)*	317	3,804
"B" Subtotal Retiral Benefits	2,117	25,404
Total Salary Cost (A+B)	25,000	3,00,000
Total Cost to Company [A]+[B]		
	25,000	3,00,000

\* Payable as per Gratuity Act.

\*\* Taxes as per the Income Tax rules



You will be given a detailed appointment letter once you join us which would explain fully the terms and conditions of employment. You will be governed by a notice period of 1 month during probation and 3 months post completion of probation.

We hope that your association with Anunta Technology Management Services Limited will be a long and fruitful one.

Yours truly,  
For Anunta Technology Management Services Limited

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

Amar Salvi  
SVP - Human Resources



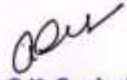


# Offer of Employment

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July 24, 2023

QI-HR1063116/2023  
Mr. Shyam Sahayaraj,  
220, Masilamanipuram,  
Bkpudur, Dindigul-624005

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Shyam,

**Congratulations!** After speaking with numerous applicants for this role, we are truly pleased to offer the position to you. Your selection is based on your accomplishments, experience and skills you possess that we value and embrace. We hope that you are equally pleased by this news and eager to get started on your new career at Quest Global, where we work every day to make the impossible possible. Your journey to becoming an integral part of our aspirational team begins today. Welcome!

## 1. Commencement and Duration

- 1.1. Your employment will commence with effect from **August 28, 2023**.
- 1.2. The Employer reserves the right to amend the term of employment should it be deemed necessary. Any such amendment shall be shared / communicated / provided by Employer to you in writing.

## 2. Role Details

- 2.1 You will be appointed as, **Engineer** this role is evaluated at **1D** in the Quest Global' grading structure. In this role you shall report to **Project Leader**.
- 2.2 You will be expected to work from the following **Quest Global Office Bangalore**, however this is subject to change as necessary for this role. You may at any time be required to work at another location on a temporary or permanent basis dependent upon the requirements of the role with as much notice as reasonably possible.

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Quest Global Engineering Services Private Limited

CIN: U74900KA2014PTC076219

2nd Flr, Primrose-7B, EmbassyTech Village, Sarjapura Marathahalli Outer Ring Road, Devarabeesana Halli Bangalore 560103, Karnataka, India

Ph.: +91-80-67090000; Fax: +91-80-67093200; Email: info@quest-global.com

Reg. office: AEQUS Special Economic Zone, NO.437/A, Plot No.2 Hattaragi Village, Hukkeri Taluk, Belgaum 591245, Karnataka, India

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### 3. Remuneration

- 3.1 You will receive an **Annual Total Gross Salary (TGS) INR 500000 (Rupees Five Lakhs Only)**, taxes as applicable. Details of remuneration are as given in Annexure – I.
- 3.2 Employer will deduct from the total remuneration such amounts as are required to be deducted as source under the Income Tax Act or any other law for the time being in force in India.
- 3.3 You will be paid monthly in arrears by bank transfer to the nominated Bank Account on the last working day/banking day of each month, unless advised otherwise.

### 4. Benefits

- 4.1 *Annual Leave*: You will be eligible for Annual Leave as per the Employer's Leave Policy, the policy however can be modified time to time at Employer's discretion.
- 4.2 *Holidays*: You are entitled to Public Holidays applicable at India every year at the regular rate of pay. If placed at a customer site you must follow holidays observed by customer.
- 4.3 *Medical Benefits*: You will be entitled to Medical, Accident & Life insurance coverage as per the Medical Insurance Plan in place, the Plan however can be modified on yearly basis at Employer's discretion. Benefit details are given in Annexure I.

### 5. Work Hours

- 5.1 Your working time shall generally be 47.5 hours per week (Monday through Friday) and the general shift daily working hours are from 9:30 to 19:00 including half hour of lunch break.
- 5.2 You should however be aware that you can be required to work in different shifts as per Quest Global shift policy to such an extent as the position requires.

### 6. Accountability & Ownership

- 6.1 You should perform such duties and conform to such directions and instructions as may be assigned to by the Employer or by such officers who are placed in authority over you. The management will be within its rights to allot any additional jobs within your department or in any other department. Employer expects you to take complete accountability & ownership within the team and the business.

### 7. Transfer

- 7.1 You will be initially posted at Bangalore. However, please be aware that you can be transferred at any time from one role to another, from one department to another, from one location and establishment to

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another, owned, operated or managed by the Employer, or any of its associated Companies in India or abroad. On such transfer Employment will be governed by the terms and conditions applicable to that role, department, location, and establishment.

## 8. Personal Data

- 8.1 As a part of your employment and for any legitimate purpose associated with employment, Employer will keep and process your personal information including sensitive data. Employer maintains, to the best of its knowledge and belief, appropriate precautions to ensure the security and confidentiality of your personal information.
- 8.2 This data will only be made available to authorised persons within the Employer, parties providing services to the Employer (such as pension, benefits and payroll administrators), regulatory authorities and as required by law. The Employer may, as appropriate, transfer such data to and from any of its associated companies.
- 8.3 You will have the right, with limited exceptions, to access and, if necessary, update the personal information held. To make sure that the records are kept up-to-date and to adhere the local compliance, you should immediately inform the Human Resources in writing of any changes to personal details or circumstances such as contact address, contact number, academics, family and dependents information. Any communication or notice required to be forwarded to you will be made to the address in the official records.

## 9. Transport Service

- 9.1 You can opt for the transportation facility provided by Quest Global based on the availability of seats and the preset standard routes. The cost of transportation will be borne by you, cost details and the routes would be as per the Quest Global Policy.

## 10. Exclusiveness

- 10.1 You will be on an exclusive employment of the Employer and will not engage alone or in company with any other person in any work or business similar to, or directly in conflict with, the interests of the Employer in any manner.

## 11. Termination of Employment

- 11.1 Your association with us is crucial and any separation without notice on your part would cause irreparable damage to the company. During the period of your employment, by giving a written notice of three months or salary (basic salary) in lieu thereof your services may be terminated, by either side. In the

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### Quest Global Engineering Services Private Limited

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event you have any incomplete assignment; company will have the discretion to relieve you only at the end of three month notice period. However, at any point of time, your services may be terminated by the Company with immediate effect for any of the terms and conditions is found to be violated and /or for any disciplinary reasons at any time without notice or payment in lieu thereof.

11.2 Employer and Employee are obliged to give the notice as a written notification. In conjunction with the termination, you must immediately deliver to the Employer all working material which you have produced while in employment, copies thereof and all other material related to the Employer, which you have in your possession. The same applies to work tools which the Employer has provided to you with, such as cellular phones, laptops etc

11.3 Employer has the right to terminate the employment with immediate effect in case of breach of company policy or gross misconduct by you, OR if you are absent from work for 10 or more working days continuously without leave/authorization from the Employer and/or without sufficient reason, it will be presumed that you have voluntarily given up the employment in the company and your name shall be removed from the payrolls / other records of the company from the start date of your absence.

## 12. Superannuation

12.1 Unless terminated earlier for any reason, you will retire from the services of the Employer on attaining the superannuation age [58 years], for this purpose the official record of you date of birth available in Employer records will be treated as conclusive proof of your age.

## 13. Dispute

13.1 Employer & you have agreed, disputes relating to the employment shall always be settled in accordance with the laws of India and the courts of Bangalore shall have the jurisdiction.

## 14. Conditions on Employment

14.1 At all times, you shall be governed by such service conditions of Quest Global, as may be in force from time to time. You will also carry out and abide by any instructions, , Code of Conduct, office orders and policies & processes issued by the Management from time to time and the same will be deemed to be a part of your employment service conditions.

14.2 Your continuation in service will also be subject to satisfactory background verification of your credentials, testimonials, etc., and the details given by you in your application form as per the declaration solemnly affirmed by you therein.

14.3 Your services shall be terminated without notice if at any time you have been found to have concealed any material information or to have given any false information.

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### Quest Global Engineering Services Private Limited

CIN: U74900KA2014PTC076219

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14.4 You must sign the standard Non-Competition & Non-Disclosure Agreement. Employee(s), whose spouse(s)/partner(s) or immediate family member(s) is/are part of competitor companies, with Quest Global, shall have more obligations to maintain Quest Global information in Confidence since they are privy to some highly sensitive business information that shouldn't be shared with competitors. The employee is obligated to keep Quest Global informed about the company in which his/her spouse/partner/immediate family member (Parents/Siblings/Children) is/are working, when there is prima facie conflict of interest, by writing to HR-Policy@Quest-global.com.

14.5 You must submit the following documents before the date of joining in Quest Global On-boarding portal:

- a) Academic Certificates [Mark Sheets of X, XII, Diploma, Graduation, Post-Graduation]
- b) Passport Photo Copy
- c) Passport Size Latest Photographs (2)
- d) Salary Certificate & Service Certificate from Past employers
- e) Relieving Letter from Last Employer.
- f) ID Proof [Driving License, Passport, PAN Card]
- g) PAN Card & Aadhar card (Mandatory)

For Quest Global Engineering Services Private Limited.

Jagadish Kadagatti

Manager - Talent Acquisition

I confirm and accept the above terms and conditions.

Name: Shyam Sahayaraj

Place:

Signature

---

Quest Global Engineering Services Private Limited

CIN: U74900KA2014PTC076219

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**Annexure - I**  
**Compensation & Benefit Details**

**Employee Name : Shyam Sahayaraj**

**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

Salary Components	Monthly (INR)	Annual (INR)
(A) Basic Salary (BS)	21008	252100
(B) House Rent Allowance (HRA)	8403	100840
(C) Conveyance Allowance (CA)	0	0
(D) Leave Travel Allowance (LTA)	0	0
(E) Food Coupon	1100	13200
(F) Telephone / Internet Allowance	0	0
(G) Other Allowance	4225	50696
(H) GROSS SALARY(H=A+B+C+D+E+F+G)	34736	416836
(I) Employer Contribution to Provident Fund (PF)	2521	30252
(J) Employer Contribution to Gratuity	1011	12126
(K) RETIREMENT BENEFITS : (K=I+J)	3532	42378
(L) Employer Contribution to Medical Insurance Premium *	673	8076
(M) Bonus / Ex-Gratia	0	0
(N) FIXED GROSS SALARY(FGS):(N= H+K+L+M)	38941	467290
(O) TOTAL VARIABLE PAY (TVP)**		32710
(P) TOTAL GROSS SALARY (TGS) : (P=N+O)	41667	500000
Other Benefits		
(Q) Shift Allowance ***	0	0
(R) TOTAL COST TO COMPANY (TCC) : (R = P+Q)		500000

**Quest Global Engineering Services Private Limited**

CIN: U74900KA2014PTC076219

2nd Flr, Primrose-7B, Embassy Tech Village, Sarjapura Marathahalli Outer Ring Road, Devarabeesana Halli Bangalore 560103, Karnataka, India

Ph.: +91-80-67090000; Fax: +91-80-67093200; Email: info@quest-global.com

Reg. office: AEQUS Special Economic Zone, NO.437/A, Plot No.2 Hattaragi Village, Hukkeri Taluk, Belgaum 591245, Karnataka, India

quest-global.com





\*Other Allowance includes optional contributions towards NPS and Car Lease.

The tax exemption aspects of sodexo vouchers or food coupons fall under the ambit of Income Tax Act. These coupons are usable only for meal or snacks or non-alcoholic beverages during working hours at office or business premises or only at the eating joints. Sodexo coupons are not transferrable.

\*\*Total Variable Pay includes components aligned to Quest Global performance, Unit or Department performance and Individual Performance. This is governed by the variable pay policy for the year.

\*\*\*Shift/Onsite allowance will be paid as per the applicable policy.

Your monthly deduction from salary towards Medical Insurance premium would be **INR 625**. This is as per your current Band, the amount will change accordingly in case of Band change.

-Onsite & Shift Allowance will be paid as per the applicable policy.

You are eligible for benefits coverage as per Quest Global Band. For your current Band the coverages shall be:

- Group Medical Insurance cover of **INR 300000**
- Group Personal Accident Insurance cover of **INR 2000000**
- Group Term Life Insurance cover of **INR 2500000**
- Employee Deposit Linked Insurance covers as per statutory requirements.

**Note:** Income tax liability of allowances / reimbursements will be considered in light of the existing tax laws. In case any tax has to be recovered for any allowances / reimbursements, either because of changes made to the law by the Govt. of India or pursuant to an order by an Income Tax Officer or any responsible officer of the Income Tax Department, then the same will be recovered from employee's salary, either with retrospective or prospective effect, as the case may be.

**Declaration:** All aspects of Quest Global policies provided in this document are intended to provide indicative details. The ownership and right for implementation of these policies rests with Quest Global alone. Quest Global reserves the right to make changes to the policies, including but not limited to withdrawal of the same, from time to time with or without prior notice.

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**Quest Global Engineering Services Private Limited**

CIN: U74900KA2014PTC076219

2nd Flr, Primrose-7B, EmbassyTech Village, Sarjapura Marathahalli Outer Ring Road, Devarabeesana Halli Bangalore 560103, Karnataka, India

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[quest-global.com](http://quest-global.com)





#### Annexure

We are excited to welcome you to Quest Global fraternity where a bundle of opportunities are waiting for you.

As you are identified for our elite customer, we wish to inform you that completing Background Verification is a mandatory pre-requisite for us to onboard you at Quest Global.

Listed below are some simple actions which can expedite your joining at Quest Global:

- Check your inbox or spam folder if you have not received any email in your inbox from one of our authorized background screening vendors.
- Login to their portal and follow the guidelines to provide all information & documents, within 1 working day.
- Make sure all information is accurate and up-to-date (Past-employment period, CTC, etc.)
- Do ensure that details filled in the background verification form is matching with the documents submitted, else it is likely that the application for the verification will be rejected.
- Contact details provided for every check should be correct and active (past employer/reference check/address check)
- Inform all the referee's to be prepared for a verification call/email/visit from the BGC vendor.
- If any additional information is required by the screening vendor, please provide the same in 1 working day.
- The offer letter should be accepted in the itracQ tool within seven (7) working days upon receipt of the letter, failing which the offer stands cancelled.

The above mentioned screening process has to be completed within fifteen working days of this offer release, so please begin today. A delay in uploading documents may delay your start date.

Your support in completing the background verification is appreciated. Should you have any questions or need clarification on any points, feel free to reach out to us for assistance. We'd be happy to help. In the meantime, please once again accept our congratulations and a hearty welcome. We look forward to you joining the Quest Global team soon!

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#### Quest Global Engineering Services Private Limited

CIN: U74900KA2014PTC076219

2nd Flr, Primrose-7B, EmbassyTech Village, Sarjapura Marathahalli Outer Ring Road, Devarabeesana Halli Bangalore 560103, Karnataka, India

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[quest-global.com](http://quest-global.com)



Office of the SSP - Madurai Division Division, Madurai

**ORDER OF PROVISIONAL ENGAGEMENT**

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

BII/GDS ONLINE/CYCLE V/Thoppur BO/2023/DLGS DATED 16.05.2023

In response to the notification No. **NOTIFICATION: 17-21/2023-GDS Dated:27.01.2023**  
Shri/Smt/Ms..... **SARAN P** ..... son / daughter of  
Shri. **PALANIAPPAN P** ..... whose Date of Birth is **15/10/2000** .....  
and who belongs to **OBC** ..... category/selected against **OBC** ..... category is hereby  
engaged as **GDS BPM, Thoppur BO** ..... in account with under  
**Kappalur IndIestate SO/Madurai HO** ..... on **PROVISIONAL BASIS** with effect from dated  
..... **AN/FN** in the **TRCA** scale of..... **12000** ..... He/she shall be paid such  
allowances as are admissible from time to time.

2. Shri/Smt/Ms..... **SARAN P** ..... Son/daughter of Shri  
**PALANIAPPAN P** ..... should clearly understand that his/her engagement  
as **GDS BPM, Thoppur BO** ..... In account with / under  
**Kappalur IndIestate SO/Madurai HO** ..... shall be in the nature of a contract  
liable to be terminated by him/her or by the undersigned by notifying the order in writing and  
that his conduct and Engagement shall be governed by the department of Posts, Gramin Dak  
Sevak (Conduct and Engagement) Rules, 2020 as amended from time to time.

3. This Provisional Engagement is subject to satisfactory verification of the prescribed  
educational qualification, community certificate and other certificates, wherever prescribed. The  
candidate will have to undergo satisfactory prescribed Induction Training course and Practical  
Training as and when issued.

4. The engagement is provisional and subject to certificates being verified through proper  
channels. If the verification reveals that the claim of the candidate belonging to Scheduled  
Caste/Scheduled Tribe /Other backward classes/(not belong to creamy layer)/ is false or  
educational certificates are not genuine or found unfit on Police Verification, his/her



Engagement shall be terminated forthwith without assigning any further reasons and without prejudice to other criminal/legal action as may be taken under the provisions of Indian Penal Code for production of false certificate as a consequence.

5. The engagement of (Economically Weaker Sections) EWS candidates is provisional and is subject to the Income and Asset certificate being verified through proper channels and if the verification reveals that the claim to belong to EWS is fake/false the Engagements will be terminated forthwith without assigning any further reasons and without prejudice to such further action as may be taken under the provisions of the Indian Penal Code for production of fake/false certificate.

6. The BPM will have to provide accommodation for Branch Post Office at Branch Office Village if the accommodation is not provided by Central Govt/State Govt/Gram Panchayat or any other local Body as per standard prescribed by Directorate order no.17-31/2016-GDS dated 25.06.2018 & 28.09.2018 (which has already been mentioned in notification

**NOTIFICATION: 17-21/2023-GDS Dated:27.01.2023** ..... As per Rule 3-A(vii) of GDS (Conduct and Engagement) Rules 2020, you should take up residence in Post Office village within a month of selection but before engagement as it is mandatory to you by these Rules. Failure to reside in place of duty for GDS BPM after engagement shall be treated as violation of conditions of engagements and liable for disciplinary action under Rule-10 of GDS (Conduct and Engagement) Rules, 2020 resulting in removal/dismissal from engagement.

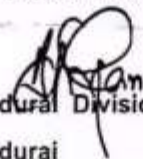
6.1 Failure to reside within the delivery jurisdiction of the Post Office for other categories of Gramin Dak Sevaks after engagement shall be treated as violate of conditions of engagement and liable for disciplinary action under Rule 10 of the GDS (Conduct& Engagement) Rules, 2020 requiring removal/dismissal.



7. At present DARPAN devices are using Network Service Providers(NSPs) viz, Airtel, Voda-Idea & BSNL etc. for ensuring connectivity to Branch Post Offices. While providing accommodation for GDS BO, it should be ensured that, Network is available for any one of these NSPs.

8. You will have to furnish declaration for having knowledge of cycling. If you are having knowledge of riding a scooter or motor cycle, that may be considered as knowledge of cycling. The candidate has to submit a declaration to this effect and has to produce driving license.

9. If any information or documents submitted by the candidates is found false / incorrect at a later stage, his/her engagement shall be terminated in accordance with Rule 8 of GDS (Conduct & Engagement) Rules, 2020.

  
Madurai Division  
Madurai  
Madurai

A copy of this memo is issued to:

- I. The candidate.....**SARAN P**  
.....**13C,CC ROAD SHANTHI BHAVAVANAM VENKATACHALAPURAM,Madurai,Madurai,62501**.....
- II. PF of the candidate
- III. Postmaster /SPM.....**Kappalur IndlEstate SO/Madurai HO**
- IV. Divisional Office.....**Madurai**.....for information.
- V. The .....  
for information.
- VI. O/C/Spare





PASSION AT WORK

Ref: SL/HR/VK/424  
Date: 10<sup>th</sup> August 2022

Mr. Sathees Kumar V,  
s/o L Veluchamy,  
3/180, Sivan Kovil street,  
Achangulam, Manthoppu(PO),  
Kariyapatti(T), Virudhunagar- 626104.

  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Dear Sathees Kumar V,

Further to your final interview and discussions with us, we are pleased to offer you the position of **Trainee Engineer** with our company on mutually agreed terms and conditions subject to successful reference check & medical fitness.

We expect you to join on or before **17<sup>th</sup> August 2022** failing which this offer would be treated as withdrawn.

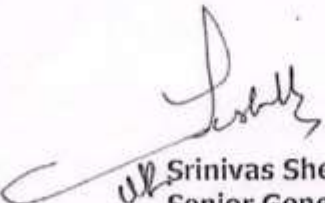
The detailed appointment letter would be issued to you upon joining.

You are requested to submit a few documents and information as mentioned in the Joining Formalities Checklist at the time of joining.

With warm regards we are looking forward for your association with our organization.

For Sobha Limited

ACCEPTED

  
**Srinivas Shetty**  
Senior General Manager-HR

SIGNATURE

SOBHA LIMITED

HEAD & CORPORATE OFFICE : 'SOBHA', SARJAPUR - MARATHAHALLI OUTER RING ROAD, BELLANOUR POST, BANGALORE - 56003, INDIA  
CIN: I45201KA1995PLC010475 | TEL : +91 80 49320000 | FAX : +9180 49320444 | www.sobha.com



**Mr. Sathees Kumar V**

**Trainee Engineer**

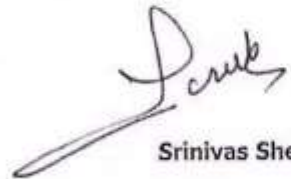
Remuneration	Per Month Rs.	Annual Rs.
Basic	9,500.00	114,000.00
HRA	3,800.00	45,600.00
Others	5,700.00	68,400.00
Spl Allowance	923.00	11,076.00
Site Allowance	3,200.00	38,400.00
<b><u>Total Salary</u></b>	<b>23,123.00</b>	<b>277,476.00</b>

Company contribution to P.F.	1,800.00	21,600.00
Gratuity (Payable as per Act)	456.73	5,480.77
<b>Cost To the Company</b>	<b>25,379.73</b>	<b>304,556.77</b>

Prepared By

  
Vikas. K

Approved By

  
Srinivas Shetty

---

Mr. Sathees Kumar V



**Sobha Limited**

Sarjapur - Marathahalli Outer Ring Road (ORR), Devarabisanahalli, Bellandur Post, Bangalore 560103.

**Payslip for the month of October 2022**


Name:	Satheeskumar V	Employee No:	023563
Designation:	Trainee Engineer	Bank Name:	2419,Axis Bank C A/C. No :009010200005623
Department:	PROJECTS (REAL ESTATE)	Bank Account No.:	922010040076135
Location:	Bangalore	PAN No.:	KAKPS4622G
Effective Work Days:	31	UAN No.:	101864428780
LOP:	0	PF No.:	BGBNG00230260000032066

Earnings	Actual	Deductions	Actual
BASIC	9,500.00	PF	1,800.00
HRA	3,800.00	PROF TAX	200.00
OTHER ALLOWANCE	5,700.00	VOLUNTARY CONTRIBUTION	200.00
SPECIAL ALLOWANCE	923.00		
SITE DEPARTMENT ALLOWANCE	3,200.00		
Total Earnings:INR.	23,123.00	Total Deductions:INR.	2,200.00

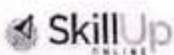
Net Pay for the month: **20,923.00**

(Rupees twenty thousand nine hundred twenty three Only)

This is a system generated payslip and does not require a signature

  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015





**SkillUp Online Services Private Limited**

*A subsidiary of SkillUp Online Inc. USA*

1<sup>st</sup> Floor, A-60 Sector 2, Noida, UP- 201301

CIN: U72900DL2016FTC307069

Ms. Deepika

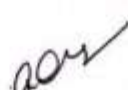
20 B, Rajnagar 1st Street, Shanthi Nagar, Madurai, Tamil Nadu - 625018

**Subject: Internship Offer with Confidentiality, Non-Solicitation, and Non-Compete Clauses**

Dear Deepika,

We are pleased to extend an internship opportunity with Skill-Up Online Services Pvt Ltd (hereafter referred to as "the Company"). We believe that your skills and dedication will be valuable assets to our team. With reference to your internship offer, your joining date will be **02/08/2023**, and reporting location will be Noida, Uttar Pradesh (Currently remote due to pandemic). At the time of joining, the following documents need to be submitted:

- 3 references – contact info of people you may have worked within the past.
- 5 copies of passport size photographs
- Education Certificates (SSC, HSC, Degree /Diploma, PG, etc.)
- Appointment Letters from your previous employer(s)
- Experience and Relieving Letters from your previous employer(s)
- Salary Certificate / Pay Slips (for last 3 months)
- PAN Card Copy
- Form 16
- Proof of Age
- Passport Copy (including visa stamps and other entries)
- Cancelled Cheque

  
**Dr. G.K. Raajesh**  
**Placement Officer**  
**Thiagarajar College of Engineering**  
**Madurai-625 015**

**SkillUp Online Services Private Limited**

*A subsidiary of SkillUp Online Inc, USA*





SkillUp Online Services Private Limited

A subsidiary of SkillUp Online Inc, USA

1<sup>st</sup> Floor, A-60 Sector 2, Noida, UP- 201301

CIN: U72900DL2016FTC307069

## Terms and Conditions

This internship offer is subject to the following terms and conditions:

- 1. Internship Position:** You are offered the position of Intern for a period of three months, starting from 2nd August 2023 and ending on 31<sup>st</sup> October 2023. During the internship period, you will be expected to devote your full time and attention to the tasks assigned to you by the Company.
- 2. Stipend:** As compensation for your services during the internship, you will receive a stipend of INR 15,000 (Fifteen Thousand Indian Rupees) per month. The stipend will be paid through direct bank transfer on a monthly basis, subject to applicable tax deductions as per Indian tax laws.
- 3. Confidentiality Agreement:** As an intern of the Company, you will have access to confidential and proprietary information. To maintain the integrity of the Company's sensitive data and trade secrets, you will be required to sign a Confidentiality Agreement. This agreement prohibits the disclosure or unauthorized use of any confidential information belonging to the Company, even after the termination of your internship.
- 4. Non-Solicitation Clause:** During the term of your internship and for a period of six months after its termination, you agree not to directly or indirectly solicit or attempt to solicit any employees, consultants, or contractors of the Company for employment or engagement in any capacity without the prior written consent of the Company.
- 5. Non-Compete Clause:** During the term of your internship and for a period of six months after its termination, you agree not to engage, directly or indirectly, in any business activity or employment that is in direct competition with the services or products offered by the Company within [Specify geographical area or distance].
- 6. Termination:** This internship is an at-will arrangement and may be terminated by either party with or without cause and without prior notice.

To accept this internship, offer and its terms, please sign and return the duplicate copy of this letter to HR@skillup.tech before joining.

We look forward to welcoming you to the Skill-Up family and providing you with an enriching and rewarding learning experience.

Yours sincerely,

Ratan Deep Singh  
CEO- SkillUp Online  
Skill-Up Online Services Pvt Ltd  
1<sup>st</sup> Floor, A-60 Sector 2, Noida, UP- 201301

I accept the internship offer and agree to the terms and conditions stated above.

Intern's Signature: S. Deepika Date: 02/08/2023

SkillUp Online Services Private Limited  
A subsidiary of SkillUp Online Inc, USA



09-Mar-2022

Dear **L.MohammedRazick**,  
B.E., Civil Engineering  
Thiagarajar College of Engineering, Madurai

*Cur*  
**Dr. G.K. Raajesh**  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**Candidate ID - 19618621**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of **INR 401,988/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of **INR 25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to **INR 450,500/-**. This includes an annual target incentive of **INR 22,500/-** as well as Cognizant's contribution of **INR 19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focus primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

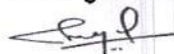
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President - Human Resources**

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

**Signature:**

**Date:**



## Compensation and Benefits

Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

Name: L.MohammedRazick

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

· From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



## **Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

## **Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

**\* Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

**\*\* Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

## **\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

**\*\*\* Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Arunachalam A, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

## 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

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

## 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### **11. Indemnity**

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

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

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

#### **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

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

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



· Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

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

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

#### **17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

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

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### **19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Arunachalam A**

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

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





09-Mar-2022

Dear M.Nithya,  
B.E., Civil Engineering  
Thiagarajar College of Engineering, Madurai

  
Dr. G.K. Raajesn  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**Candidate ID – 19618622**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of INR **25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

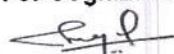
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President - Human Resources**

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

**Signature:**

**Date:**



Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

## Compensation and Benefits

Name: M.NITHYA

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

· From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



## **Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

## **Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

## **\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Arunachalam A, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

### RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### **11. Indemnity**

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

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

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

#### **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

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

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



· Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

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

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

#### **17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

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

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### **19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Arunachalam A**

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

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





09-Mar-2022

Dear C.SUNDER,  
B.E., Civil Engineering  
Thiagarajar College of Engineering, Madurai

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**Candidate ID – 19618623**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500 /-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of INR **25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focus primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

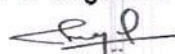
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



## Compensation and Benefits

Name: C.SUNDER

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

· From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

**\* Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

**\*\* Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

**\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

**\*\*\* Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Arunachalam A, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

## 4. Confidentiality

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

## 5. Data Protection

By signing below,

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

## 6. Work Schedule

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;

b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### **11. Indemnity**

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

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

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

#### **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

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

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



· Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

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

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

#### **17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

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

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### **19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Arunachalam A**

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

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





09-Mar-2022

Dear R.S.SURYAA,  
B.E., Civil Engineering  
Thiagarajar College of Engineering, Madurai

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**Candidate ID - 19618624**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500 /-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of INR **25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focus primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

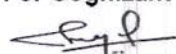
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President - Human Resources**

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

**Signature:**

**Date:**



## Compensation and Benefits

Name: R.S.SURYAA

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

· From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

· From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

· In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

**\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\* **Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Arunachalam A, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

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By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

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

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

## 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company;



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

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

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

## **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

## **14. Retirement**

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

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



· Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

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

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

#### **17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

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

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### **19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Arunachalam A**

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

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





09-Mar-2022

Dear S.Suthakaran,  
B.E., Civil Engineering  
Thiagarajar College of Engineering, Madurai

*Dr. G.K. Raajesh*  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**Candidate ID – 19618625**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500 /-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of INR **25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focus primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

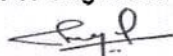
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the-job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President – Human Resources**

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

**Signature:**

**Date:**



## Compensation and Benefits

Name: S.Suthakaran

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

· From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

· From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act

· In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



## **Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

## **Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

## **\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\***Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Arunachalam A, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## **7. Background Check**

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

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

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

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## **10. Representations and Warranties**

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company.



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

#### **11. Indemnity**

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

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

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

#### **13. Unauthorized Absence**

If you are absent from work for a continuous period of 3 days or as prescribed by applicable laws, without the prior written consent from your approving authority, it will be construed that you have voluntarily abandoned your employment with the Company. The Company shall be entitled to take appropriate disciplinary action(s) against you as per the Company's Job Abandonment Policy.

#### **14. Retirement**

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

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

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



· Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

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

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

#### **17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

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

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### **19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto), are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Arunachalam A**

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

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





09-Mar-2022

Dear V.HarithaVarssyni,  
B.E., Civil Engineering  
Thiagarajar College of Engineering, Madurai

  
Dr. G.K. Raajesh  
Placement Officer  
Thiagarajar College of Engineering  
Madurai-625 015

**Candidate ID – 19618626**

Thank you for exploring career opportunities with **Cognizant Technology Solutions India Private Limited ("Cognizant")**. You have successfully cleared our initial selection process and we are pleased to make you an offer of employment. This offer is based on your profile and performance in the selection process.

You have been selected for the position of **Programmer Analyst Trainee**

During your probation period of 12 months, which includes your training program, you will be entitled to an Annual Total Remuneration (ATR) of INR **401,988/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance. The incentive amount may vary, depending on Cognizant's performance and your performance. In addition, there will be an one time skill bonus of INR **25,000/-** given based on your skill proficiency. The other details about your compensation are detailed in **Compensation and Benefits**. Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

On successful completion of the probation period, clearing the required training assessments and subject to you being part of a delivery project, your Annual Total Remuneration (ATR) would stand revised to INR **450,500/-**. This includes an annual target incentive of INR **22,500/-** as well as Cognizant's contribution of INR **19,500/-** towards benefits such as Medical, Accident and Life Insurance, as applicable.

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

This offer of employment is subject to your fulfillment of other pre-requirements as detailed in this letter and other communications shared with you.

Please note:

1. This appointment is subject to satisfactory background verification including professional reference checks and you securing a minimum of 60% aggregate (all subjects taken into consideration) with no standing arrears in your Graduation/Post-Graduation.

This offer from Cognizant is valid for 3 months and hence you are expected to accept or decline the offer through the company's online portal within this time-period. In case we do not receive any response from you within this time-period, this Offer shall stand withdrawn and will be considered as void. Any extension to the offer validity will be at the sole discretion of Cognizant

2. Prior to commencing employment with Cognizant you must provide Cognizant with evidence of your right to work in India and other such documents as Cognizant may request.

3. Prior to joining Cognizant, you must successfully complete the prescribed Internship or Continuous Skill Development (CSD) program, if offered to you:

At Cognizant, we invest in skill and capability development of our campus selects even before they join us.



This is through Cognizant Internship and Continuous Skill Development (CSD) program. These programs focuses primarily on technical skills development. You could enroll in either of these as per your college processes while in the final semester and continue with skill building until you join Cognizant. This forms a critical part of your employment with Cognizant. Your onboarding with Cognizant would be prioritized based on the successful completion of same. In event of non-completion of the Internship or Continuous Skill Development program, Cognizant may at its sole discretion revoke this offer of employment.

### 3.1 Cognizant Internship (If offered to you):

- a) Cognizant Internship is for approximately 3 to 6 months based on business skilling requirements. The performance during Internship would be monitored through formal evaluations and rewarded with monthly stipend. The stipend details would be notified upon your registration for Internship.
- b) Interns are covered under Cognizant's calendar holidays and need to adhere with attendance requirements and pre-approvals are to be sought towards unavoidable leave or break requests from the program
- c) There would be zero tolerance to malpractices and misconduct during Internship engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship terms and conditions from time to time.

### 3.2 Continuous Skill Development (CSD) Program (If offered to you):

- a) CSD program is offered through a platform based engagement model combined with integrated skill assessment and certifications as the CSD program completion criteria. Upon meeting the completion criteria of the CSD program, enrolled candidates would be eligible for a one-time Cognizant CSD rewards post joining Cognizant. The Cognizant CSD reward details would be provided after your enrolment into the program.
- b) There would be zero tolerance to malpractices and misconduct during Internship and CSD engagement. Any such misconduct would lead to appropriate disciplinary action including the revocation of this employment offer. Cognizant reserves clauses regarding IT infrastructure, if applicable and access to information and material of Cognizant during the period and could modify or amend the Cognizant Internship and CSD program terms and conditions from time to time.

### 4. Training - Post Joining Cognizant:

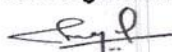
Upon successful completion of Internship or CSD program (if offered to you), one of the below options would be followed based on business demands.

- a) You could be onboarded directly to business without any additional training.
- b) You could be deployed into a formal training based on business specific skill track and it can be used as basis towards your allocation to projects/roles.
- c) You could be onboarded directly to business and be given on-the- job training, specific to their project or business needs.

We look forward to you joining us. Should you have any further questions or clarifications, please log into <https://campus2Cognizant.cognizant.com>

Yours sincerely,

**For Cognizant Technology Solutions India Pvt. Ltd.**



Maya Sreekumar

**Vice President - Human Resources**

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

**Signature:**

**Date:**



*cur*  
 Dr. G.K. Raajesh  
 Placement Officer  
 Thiagarajar College of Engineering  
 Madurai-625 015

## Compensation and Benefits

Name: V.HarithaVarssyni

Designation: Programmer Analyst  
Trainee

Sl. No.	Description	Monthly	Yearly
1	Basic	10500	126,000
2	HRA*	6300	75,600
3	Conveyance Allowance*	800	9,600
4	Medical Allowance*	1250	15,000
5	Company's contribution of PF #	1800	21,600
6	Advance Statutory Bonus***	2000	24,000
7	Special Allowance*	7349	88,188
	<b>Annual Gross Compensation</b>		<b>359,988</b>
	Incentive Indication (per annum)**		22,500
	<b>Annual Total Compensation</b>		<b>382,488</b>
	Company's contribution towards benefits (Medical, Accident and Life Insurance)		19,500
	<b>Annual Total Remuneration</b>		<b>401,988</b>

As an associate you are also entitled to the following additional benefits:

- Floating Medical Insurance Coverage
- Round the Clock Group Personal Accident Insurance coverage
- Group Term Life Insurance
- Employees' Compensation Insurance benefit as per the Employees' Compensation Act, 2010
- Gratuity, on separation after 4 years and 240 calendar days of continuous service, payable as per Payment of Gratuity Act

**Leave & Vacation:**

· From the Date of your Joining, you will be entitled with the below mentioned leaves as per your eligibility in line with the statutory requirements. You shall be entitled to avail the leaves only with prior approval from your Manager

Sl No	Category of Leave	No. of leave days
1	Earned Leave	18
2	Sick Leave	12
3	Casual Leave	6

- From date of joining, women associates will be entitled to maternity leave based on eligibility as specified in the Maternity Benefit Act
- In addition to the above, as per Cognizant policy, you are eligible for child adoption leave and paternity leave by adhering to the conditions as specified in the Cognizant India Leave policy



**Provident Fund Wages:**

- For the purpose of computing PF Wages to Provident Fund, Pension Fund & EDLI Scheme, PF Wages shall be Monthly Gross Salary as per Annexure A of this letter excluding "Advance Statutory Bonus" & "House Rent Allowance" will be considered. This does not include payments made through "Special Payout".
- Determination of PF Wages for the purpose of contribution: PF contribution shall be payable on the earned PF wages or PF wages as per this letter, whichever is lesser

**Employees State Insurance:**

- Eligibility to ESI shall be decided by deducting the Advanced Statutory Bonus, Employer PF & ESI contribution from the monthly Gross Compensation (AGC/12) as per Annexure A of this letter.
- Monthly ESI contribution will be computed on total remuneration paid to an Associate in a particular month which includes any recurring (or) adhoc special payouts during the month.
- ESI shall be continued till end of the contribution period (Apr to Sep & Oct to Mar), if the Associate contributes even for one month in the said contribution period.

\* **Flexible Benefit Plan:** Your compensation has been structured to ensure that you are adequately empowered to apportion components of your salary in a manner that suits you the best. This plan will enable you to

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

\*\* **Incentive Indication:** Incentive amount may be higher, lower, or nil as per the terms described herein. The incentive program is discretionary, subject to change, and based on individual and company performance. It is prorated to the duration spent with Cognizant India for the calendar year and will be paid to you only if you are active on Cognizant's payroll on the day of incentive payout.

**\*\*\*\* Skill Bonus**

We wish to inform you of an additional one time skill allowance of INR 25,000/- based on your skill proficiency and this will be paid on completion of 4 months in Cognizant. Kindly note that this one time skill allowance will be subject to statutory and income tax deductions as applicable and will be recovered in case you leave us within one year of joining.

\*\*\* **Advance Statutory Bonus** is in line with the provisions of Payment of Bonus Act, 1965.

**Note:** Any statutory revision of Provident Fund/ESI Contribution or any other similar statutory benefits will result in a change in the Net take home salary and the Annual Gross Compensation will remain the same. Cognizant has made this offer in good faith after expending significant time and resources in the hiring process. We hope you will join us, but appreciate your right to pursue another path. Your formal commitment to joining us forms the basis of further planning and client communication at Cognizant. If you renege on the commitment and decide not to join us after signing the offer letter, Cognizant reserves the right to not consider you for future career opportunities in the company. We look forward to welcoming you to Cognizant.



## Employment Agreement – Cognizant Technology Solutions India Private Limited

This Employment Agreement ("Agreement") is made effective as of \_\_\_\_\_ between:

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

AND

Arunachalam A, 21, residing at \_\_\_\_\_ (hereinafter referred to as "you", "your" or "yourself", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors and administrators) of the OTHER PART.

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

### RECITAL:

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

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

### 1. Duties and Responsibilities

- a. You agree that at all times during your employment with Cognizant, you will faithfully, industriously, and to the best of your skill, ability, experience and talent, perform any and all of the duties required of your position. In carrying out these duties and responsibilities, you shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced or implemented by the Company from time to time, and shall honour and comply with all rules and statutory requirements under applicable law as amended from time to time, in letter and spirit.
- b. Your unprofessional behavior or misconduct in violation of Cognizant's Code of Business Ethics and/or other organizational policies shall entitle the Company to take appropriate disciplinary action(s) including termination of your employment.
- c. You shall, at all times, maintain satisfactory performance and upskill yourself in accordance with the business requirements of the Company. Unsatisfactory or poor performance shall entitle Company to take appropriate disciplinary action(s) including termination of your employment.

### 2. Place of Employment

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

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

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



systems or offices, your prior employer's and/or their clients' proprietary or confidential information, or violate any agreement or obligations that you have with them.

#### **4. Confidentiality**

- a. During the course of your employment with the Company, you shall have access to information and/or documents of the Company, its affiliates, its clients or certain third parties' (with which the Company has any dealings), which information and/or documents are private, business sensitive, confidential and/or proprietary (together, the "Confidential Information"). You are obliged to keep the Confidential Information as secret and must not, without prior and specific written permission from the Company, disclose any such information, received from whatever source and however you may learn it, to any person or third party.
- b. Any breach of your confidentiality obligations as specified above may be a cause for termination of your employment with the Company, besides the Company's entitlement to initiate legal action against you for such breach. The obligations imposed upon you under this clause 5 will survive even after cessation of your employment with the Company.
- c. You shall not take copies of any Confidential Information for your own purposes without prior permission of the Company and forthwith upon termination of your employment with the Company, you shall return to the Company all such copies of Confidential Information including but not limited to documents, records and accounts in any form (including electronic, mechanical, photographic & optical recording) relating to matters concerning the business or dealings or affairs of the Company.
- d. You shall not, during your employment with the Company and at all times thereafter, do or say anything that may cause direct or indirect damage to the business of the Company, its affiliates or their clients.
- e. You shall be governed by Cognizant's Social Media Policy and shall, at all times, refrain from posting potentially malicious, libelous, obscene, political, anti-social, abusive, and threatening messages or disparaging clients, associates, competitors, or suppliers or any third parties.
- f. You will not make any false, defamatory or disparaging statements about Cognizant, its clients, or any other employees or directors, irrespective of whether any such statements are likely to cause damage to any such entity or person.
- g. The Company reserves the right to require you to sign confidentiality and non-disclosure agreements with any clients on whose project you are being assigned on behalf of the Company.

#### **5. Data Protection**

By signing below,

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

#### **6. Work Schedule**

- a. The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be notified to you.
- b. The Company may, at its discretion, vary the normal working hours or days for any employee or class of employees or for all the employees based on project requirements, Company policies and prevailing laws, as may be applicable from time to time/in consonance with any applicable laws for the time being in force. Any changes to be made to the above work timings or days shall be made by the Company at its sole discretion and notified to you in advance.
- c. The Company may also require you to work on a shift basis. The shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year. The shift timings may change from time to time as per



any Company policy and which will be notified to you in advance.

d. Your office timings shall be monitored by the Company through appropriate systems & processes, as updated from time to time and you shall ensure compliance to the processes and policies at all times.

## 7. Background Check

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

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

## 8. Compliance with Company Policies

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

- i. IP Assignment Agreement
- ii. The Code of Business Ethics
- iii. Acceptable Use Policy and Social Media Policy
- iv. Dress Code Policy

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

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

During the term of your employment with Cognizant and until two (2) years after the termination of such employment, you will not directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function), (a) solicit, attempt to solicit, contact or otherwise encourage any employee to leave the Company's employment, (b) solicit business from competitor(s) or client(s) of the Company or (c) be employed or engaged with any competitor(s), or (d) be employed or engaged with any client(s) of the Company with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of termination of your employment.

## 10. Representations and Warranties

By signing below,

- a. you warrant that your employment with the Company does not and will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party and that you possess all the requisite permits, work visas and clearances to be able to lawfully and rightfully employed in India with the Company under the terms of this Agreement;
- b. you warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with any company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date of your employment at the Company and you have all the requisite power and authority, and do not require the consent of any third party to be employed with the Company.



c. you represent and warrant that you shall not bring into Company premises or systems (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to proprietary information or trade secrets), or any such documents or materials of your previous employer, without written permissions/approvals from such previous employer or third parties; and

d. you represent that unless authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company.

## **11. Indemnity**

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

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

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

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

## **15. Termination of Employment**

a. The Company may terminate your employment at any time with or without assigning any reasons by providing 90 days' advance notice to you by paying you pro rata salary in lieu of any notice or balance notice period. You may resign or terminate your employment with the Company by providing 90 days' advance notice to the Company. When you serve notice to resign from the employment of the Company, the Company may at its sole discretion, allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

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

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



· Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its client.

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

#### **17. Survival**

Clauses 5, 6, 10 and 12 and any other clauses, which by their nature are expected to survive, shall all survive the termination of your employment (for any reason) and shall continue to apply to you even after cessation of your employment with the Company.

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

The Parties shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. This Agreement and your employment with the Company shall be governed and interpreted in accordance to the laws of India and the courts in Chennai only shall have exclusive jurisdiction over any Dispute. Notwithstanding the aforesaid, the Company shall be entitled, in addition to all other remedies, to any interim relief including but not limited to an injunction, whether interlocutory or preliminary, restraining any breach of the provisions of this Agreement.

#### **19. General**

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

This Agreement, together with the agreements and policies of the Company, Employment Offer Letter (and any attachments thereto, are the exclusive and entire agreement between the Parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

You shall be required to treat the terms of this Agreement as strictly confidential. The Company reserves the sole right to change any terms or conditions provided in this Agreement based on applicable laws or business exigencies.

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

**Cognizant Technology Solutions India Private Limited**

**Arunachalam A**

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

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