

DVV Clarifications 5.2.1

5.2.1 Percentage of placement of outgoing students and students progressing to higher education during the last five years

5.2.1.1. Number of outgoing students placed and / or progressed to higher education year wise during the last five years

HEI Input :

2022-23	2021-22	2020-21	2019-20	2018-19
52	40	62	37	42

5.2.1.2. Number of outgoing students year wise during the last five years

HEI Input :

2022-23	2021-22	2020-21	2019-20	2018-19
96	95	94	109	99

NAAC Clarification Sought

Please provide appointment letter of Nilesh Pansare, Mansi Shinde, Shruti Jain, Prashant Badgujar, Aishwarya Bhavsar, Lavisha Hemani, Pallavi Aringale, Nayan Bhagat, Ankit More, Kunal Darkha, along with list of students who were placed, including their placement details, following the provided template for each year. HEI also upload links or documents related to the placement cell, such as brochures and partnerships. Upload supporting data for students who have pursued higher education during the assessment period in the specified format. In case if documents are in regional language please provide translated copy in English. Google drive links are not accepted.

HEI Response

Please find the details of the students pursuing Higher Education

Sr. No.	Year	2022-23	2021-22	2020-21	2019-20	2018-19
1	No. of Students Pursuing Higher Education	View	View	View	View	View
2	Offer Letters	View				

Please see the attached Offer Letters on the following pages

Ref. No.: HR/LET/APP/MAR.22/01

Date: 01st March, 2022

Mr. Prashant Rajendra Badgujar,
House No- 106, Ambad Link Road,
Upendra Nagar, Ambad, Nashik- 422010

APPOINTMENT LETTER

Dear Mr. Prashant,

With reference to your application and subsequent personal interview(s), we are pleased to appoint you as an **Executive - HR** with effect from **01/03/2022**.

The Terms and Conditions of your Appointment, each of which shall be of the essence to this appointment shall be as follows:

1. You shall be on probation for a period of six months. During probation period, your performance shall be watched closely and if your performance is found unsatisfactory your probation period may be extended or your services terminated at the sole discretion of the Company. Your confirmation for the job at the end of probation period shall be subject to your performance during the probation period being assessed satisfactory by the Management, and not automatic.
2. Your CTC for the post shall be **Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)** per annum. The detailed break-up of your CTC shall be as per Annexure "A" to this Appointment Letter.
3. In addition, you shall be covered under the Group Insurance Policy applicable to your post as per the scheme adapted by the Company.
4. On confirmation in your post, you shall be eligible to avail leaves as per Company rules. There shall be no change in your CTC after confirmation at the end of probation.
5. Your performance will be reviewed periodically as per the company policy. The increments to your CTC and your promotion(s) shall depend on your performance during the year and shall not be automatic.
6. You shall be posted at MEPL's Nashik. However, your job shall be transferable to any of the locations across India where the Company operates at present or in future as required and you shall not object to such a transfer. You will be required to work in shifts as per exigencies of work.

MUNGI ENGINEERS PVT. LTD

PLOT NO. E-67/68/69, M.I.D.C. AMBAD, NASHIK - 422 010. (INDIA)
TEL. : +91-253-6640423 / 400 FAX : +91-253-23870
CIN : U28910 MH2004PTC 146663

7. After confirmation, your service may be put to an end by either side by giving **two months'** notice or two months' pay in lieu of notice to the other side.
8. You shall retire from employment with the Company on attaining the age of 58 (fifty-eight years). Please note that for this purpose, from the documents submitted by you, your date of birth taken on our record is **20/08/1997**. However, the Company may, at its sole discretion, retain your services on ad-hoc or contractual basis on mutually agreed terms.
9. During the course of your employment, you shall devote your whole time and attention to the Company's work and not engage directly or indirectly in any other service, trade, profession, business or occupation, whatsoever. You shall work faithfully, diligently and honestly and strictly abide by the Code of Conduct and the Rules and Regulations of the Company as amended from time to time. It is understood that during the course of your employment, and for a period of 2 years post termination thereof, you shall not, directly, or indirectly, enter into, engage in, or provide any services to, or seek employment with any business that is in competition with the business of the Company, or engage in any activity that is competitive with the Company. It is also understood that during the continuance of your employment and for 2 years post termination thereof, for any reason whatsoever, you will not directly or indirectly solicit or encourage any employee, agent, referral parties, client, customer, investor or representative of the Company or its affiliates to terminate or modify such person's relationship with the Company.
10. In the event of your termination / resignation / retirement, you are required to return all Confidential Information (As defined in the Code of Conduct), Materials (As defined in the Code of Conduct) and Intellectual Property (as defined in the Code of Conduct) of the Company as specified in the Code of Conduct to the appropriate officer(s) of the Company, as designated by the Company, and obtain a Clearance Certificate, on production of which alone, your dues will be settled.
11. Your appointment will stand terminated forthwith if at any time during the course of your employment with us it is noticed that the data given by you in your application or any fact material to your employment has not been disclosed by you or if you are found to have breached your obligations as regards the Confidential Information and Intellectual Property of the Company (as defined in the Code of Conduct).



MUNGI ENGINEERS PVT. LTD.

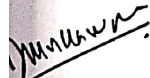
PLOT NO. E-67/68/69, M.I.D.C. AMBAD, NASHIK - 422 010. (INDIA)
TEL. : +91-253-6640423 / 400 FAX : +91-253-2387025
CIN : U28910 MH2004PTC 146663

12. You agree to indemnify, keep indemnified, hold harmless and defend the Company, its partners, employees, servants, agents, representatives, customers, from and against third party claims, causes of action, demands, damages, losses, liabilities, attorney costs, of any manner whatsoever, directly or indirectly, resulting from any proceeding, litigation, arbitration, mediation, or threat thereof, that arise out of or are in connection with an alleged violation of the terms of your employment.
13. In case there is any change in your mailing address for correspondence or any particulars in your personal data you shall promptly inform the same to the HR Department in writing. Any correspondence mailed to your address for correspondence on record of the Company shall be deemed to be duly served on you.
14. You will strictly adhere to norms of Environment, Health and Safety at all time.

You are requested to sign and return the duplicate copy of this letter of appointment as token of your acceptance of the terms and conditions as stated above.

Thanking you,

Yours Faithfully,
For Mungi Engineers Pvt. Ltd.,



Deepak Kukawalkar
General Manager- HR & IR

Enclosure:

Annexure "A" – CTC





December 9, 2021

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

Dear Ankit Tushar More

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a KYC Analyst, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise – you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.





December 9, 2021

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

Dear Ankit Tushar More

We are pleased to offer you the position of KYC Analyst, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e December 10, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune – 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to pronboard@in.ibm.com.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:



- Relieving document from most recent employer – Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card– If you do not have Passport or Pan card you need to bring one of the following IDs.
 - Voter ID card
 - Driving License
 - Aadhaar Card
 - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.



- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
 - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
 - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
 - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
 - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
 - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
 - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.



- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Medclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) – which includes INR 50/- annual usage fee



at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.



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ANNEXURE A

DATE	December 9, 2021		
NAME	Ankit Tushar More	BAND	3
DESIGNATION	KYC Analyst	LOCATION	Pune
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		95000	
Annual Reference Salary		275000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 36000
5. Annual Potential Compensation	Annual Reference Salary + Retirals + Performance Linked Variable Pay

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

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

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal



premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory
Talent Acquisition Leader ISA

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

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

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

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

SIGNATURE

PRINTED NAME

DATE



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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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



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Other Benefits- Additional Information*

Group Term Life Insurance Plan:

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

Group Personal Accident Plan:

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

Group Medclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Medclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Medclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)

**Subject to enrolling the new dependent within 45 days from the date of event.*

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

Critical Illness Buffer

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

Domiciliary Benefit

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

National Pension System (NPS)



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

Compensation under Employees Compensation Act

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

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

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

** IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*



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ANNEXURE B – NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # : _____ Date Of Hire : ___ / ___ / _____

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation. (b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to



the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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

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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM



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

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

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

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

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

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

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

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

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

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

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



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

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



COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.
- **Meal Delivery Service**
We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good



- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with [United Way of India](#) to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with [StepOne](#). StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the [US Chamber of Commerce](#) to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.



November 12, 2021

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

Dear Pallavi Sadashiv Aringale

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a KYC Analyst, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise – you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.





November 12, 2021

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

Dear Pallavi Sadashiv Aringale

We are pleased to offer you the position of KYC Analyst, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e November 18, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune – 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to pronboard@in.ibm.com.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:



- Relieving document from most recent employer – Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card– If you do not have Passport or Pan card you need to bring one of the following IDs.
 - Voter ID card
 - Driving License
 - Aadhaar Card
 - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.



- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
 - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
 - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
 - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
 - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
 - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
 - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.



- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Medclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) – which includes INR 50/- annual usage fee



at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.



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ANNEXURE A

DATE	November 12, 2021		
NAME	Pallavi Sadashiv Aringale	BAND	3
DESIGNATION	KYC Analyst	LOCATION	Pune
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		95000	
Annual Reference Salary		275000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
5. Annual Potential Compensation	Annual Reference Salary + Retirals + Performance Linked Variable Pay

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

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

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal



premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory
Talent Acquisition Leader ISA

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

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

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

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

SIGNATURE

PRINTED NAME

DATE



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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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



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Other Benefits- Additional Information*

Group Term Life Insurance Plan:

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

Group Personal Accident Plan:

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

Group Medclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Medclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Medclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)

**Subject to enrolling the new dependent within 45 days from the date of event.*

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

Critical Illness Buffer

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

Domiciliary Benefit

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

National Pension System (NPS)



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

Compensation under Employees Compensation Act

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

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

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

** IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

- a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.
- b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.
- c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.
- d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and



prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.



IBM CONFIDENTIAL

ANNEXURE B – NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # : _____ Date Of Hire : ___ / ___ / _____

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation. (b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to



the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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

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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM



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

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

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

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

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

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

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

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

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

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

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



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

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



COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.
- **Meal Delivery Service**
We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good



- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with [United Way of India](#) to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with [StepOne](#). StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the [US Chamber of Commerce](#) to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.



October 18, 2021

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

Dear Nayan Satish Bhagwat

The world is at a major turning point; technology is enabling entirely new forms of business operations, business models, industries and outcomes. We have exponentially more power to reach the full potential of our life's work than any humans before us. This is IBM's vision for the future.

We invite you to join us as a Analyst – Risk and Compliance, in band 3 to do your best work ever. You will be working alongside passionate IBMers, business & technology experts, who are constantly building their knowledge and expertise to find the best solutions to help our clients achieve their goals and create new possibilities.

At IBM you will experience an inclusive and collaborative culture where you can offer ideas and solutions, no matter your experience or area of expertise – you have an audience that listens from Day 1. You will have access to world-class learning opportunities to help you create the career you've always imagined. Join us and you'll be proud to call yourself an IBMer.

Your letter of employment is attached, for your review and acceptance. Please do not hesitate to reach out to us in case of queries or concerns. We look forward to hearing from you soon and welcome you to be a part of our team.





October 18, 2021

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

Dear Nayan Satish Bhagwat

We are pleased to offer you the position of Analyst – Risk and Compliance, in band 3 at IBM India Pvt Ltd(IBM or Company). The terms and conditions of your employment contract at IBM are detailed below. Please read these important details carefully, including your compensation and benefits.

Acceptance and Commencement

Your appointment will be effective on your joining date, i.e October 21, 2021. Please contact us immediately if you require an alternative joining date. If you do not confirm your acceptance or we are unable to set an alternative date, this offer will be withdrawn.

To confirm your acceptance of this offer, you are required to:

- Accept this offer by selecting the 'accept' option at the bottom of the form. Please note that if you do not provide your acceptance, you will not be allowed to join on the joining date specified above.
- Any change of joining date must be communicated to the recruiter at least 5 days prior to your original joining date. The new joining date must be a weekday (except Saturday & Sunday) and should be no later than 5 days from the joining date specified above.
- On your first day of employment, please report at 9:00 am to the Embassy Tech Zone, Plot No 3, 1.1 building, Wing B, Rajiv Gandhi Infotech Park, Phase 2, Hinjewadi, Pune – 411057. You will meet with your Onboarding Specialist who will assist you with your joining formalities. If you have any questions about your first day start paperwork, please send an email to pronboar@in.ibm.com.

On your joining date, please bring (i) 1 copy of this letter duly signed and dated by you (ii) 2 self photographs (passport size, color with white background) (iii) One set of print outs of the completed on boarding forms & Originals (iv) Aadhaar number (If you do not have one, please apply immediately and provide the enrolment number on the day of onboarding). This is required to facilitate remittance of your provident fund to the Employees Provident Fund Organization, as well as for any other purposes that may be required by statutory and regulatory authorities. Please note that Aadhaar is currently not mandatory for employees who do not hold an Indian passport, hence please notify us in advance if you fall within this category (v) Two sets of photocopies of the following mandatory documents:



- Relieving document from most recent employer – Relieving letter or Service Certificate or Resignation acceptance email with last Working day (LWD) confirmation
- Passport and Pan card– If you do not have Passport or Pan card you need to bring one of the following IDs.
 - Voter ID card
 - Driving License
 - Aadhaar Card
 - Senior Secondary result/certificate with DOB and photo (for University hires only)
- In the absence of Passport and Pan card, apply for the same immediately and carry on one of the following as mentioned above to complete on boarding process.
- Disability certificate – If you have stated in your application to IBM that you are differently abled, please bring the disability certificate as per the prescribed format, duly filled & signed.
- Name change document – If you have ever changed your name at any point of time, and for any reason whatsoever.
- Valid Indian Work Permit, if applicable.
- Education documents (For University hires only) :- Degree certificate and all year mark sheets for the highest degree attained.

The other terms and conditions of the offer are as follows:

- Your employment with the Company is at all times subject to you having a valid work permit from the Government of India. It is your responsibility to obtain and maintain throughout your employment a valid work permit. A copy of the work permit needs to be furnished by you on the date of on boarding, failing which you will not be permitted to join.
- Your initial posting will be in Pune . However, your services are transferable, and you may be assigned to any other department, location or office of IBM, a subsidiary, or associate company as the Company may decide from time to time. Your project, designation or role may be changed at the discretion of the Company depending on the work assigned to you. In such case, you will be governed by the policies of that location and role.
- You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, IBM frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions, divestitures and other corporate actions. If any such action relates to your role / position, you agree to cooperate with IBM and take any necessary steps to ensure a smooth transition.
- Your appointment and continued employment at IBM is conditional upon satisfactory reference & background checks including verification of your application materials, education and employment history.
- Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.



- Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy.
- If you are absent for a continuous period of 8 days without leave or obtaining your manager's approval, you will be deemed to have voluntarily terminated your service without notice.
- You will be on probation until your successful completion of the probationary period is confirmed in writing. The normal probation period is [1] year but may be extended or confirmed earlier based on your performance and at your manager's discretion. At any time during your probationary period, either you or the Company may terminate your service by giving 30 days notice or basic salary in lieu thereof.
- Upon completion of your probation period and confirmation as a regular employee, you or the Company may terminate your service at any time by giving 90 days notice or basic salary in lieu thereof. However due to exigencies of business the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.
- IBM encourages and fosters a culture of strong performance from its employees. Accordingly during your service with IBM, you will be required to comply with the following:
 - The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times.
 - You agree to utilize IBM's resources, materials and training programs as applicable, and shall ensure that your skills are at all times current and relevant to IBM's business.
 - You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of IBM.
 - You also understand and acknowledge that IBM requires its employees to be productively and effectively utilized at all times. IBM maintains listings of open positions on its internal job postings page. If you are no longer deployed on a project/ assignment, you shall search for positions that are commensurate with your skills and experience and ensure you are effectively utilized. If selected for such positions, your movement to these positions will be subject to IBM's processes and policies.
 - You will be aware that the Company works on a round the clock model depending on customer needs. You hereby consent, should your role require it, to working on any shift, including night shift, to support the business requirements of the Company.
 - Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued employment with IBM.



- You will retire from the services of the Company on attaining 58 years. Retirement action will be performed one day prior to the last working day of the retiring month.
- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company such as documents, machines, data, files and books etc. (including but not limited to leased properties).
- Any and all of the terms and conditions of service may be modified or changed at the Company's discretion.
- You will, by default, be enrolled in IBM's Group Medclaim Insurance Policy, unless you choose to opt out. A nominal premium will be charged to you for the same, for as long as you participate in the Policy. All benefits as outlined herein and in IBM policies are subject to change at the Company's discretion. You will be entitled to privilege leave in accordance with the Company's policy as applicable from time to time.
- It is your responsibility to notify the Company of any changes in your personal information within 3 working days. All notices shall be considered duly and properly delivered to the address on file with the Company.
- Your individual remuneration is strictly confidential and is detailed in Annexure A. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal, confidential and should not be disclosed to any person without IBM's prior written authorization.
- During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other employment or business in any role or capacity.
- Information pertaining to IBM operations and intellectual property is confidential as detailed in Annexure B. You will also be bound by more specific non-disclosure agreements on sensitive issues based on business requirements. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- You hereby agree to abide by all the rules and regulations of the Company and accept the policies and processes of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the rules, regulations or policies and the same shall be binding on you.
- All employees are required to read and comply with IBM's Business Conduct Guidelines and sign a statement to this effect. Any breach of the Guidelines or the terms and conditions of employment may result in termination of your service without notice or compensation.
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This offer is conditional upon your having a valid Passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Should you be denied a passport or if you are otherwise unable to produce a copy of your passport, IBM shall be entitled to terminate your employment for cause. It is a condition of your employment that you have a valid passport at all times.
- You will be required to register your profile with National Skills Registry once you join IBM. The details on the National Skills Registry are available on www.nationalskillsregistry.com .To complete the registration process, you will be required to submit a photograph, a photo identity proof and registration fee of INR 300 + (Service taxes as applicable) – which includes INR 50/- annual usage fee



at the POS (Point of Service) helpdesk at IBM office Registration with National Skills Registry is mandatory and should be completed within 30 days from your date of joining.

- You will be required to provide the Aadhaar Number on the day of onboarding and the same must be updated on the HR Systems mandatorily within 30 days of your onboarding. Please do ensure that the name as per Aadhaar is exactly the same as the name given by you to IBM, and that appears on this employment contract. In case there is a mismatch please have the same rectified with Aadhaar authority (UIDAI) prior to onboarding.



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ANNEXURE A

DATE	October 18, 2021		
NAME	Nayan Satish Bhagwat	BAND	3
DESIGNATION	Analyst – Risk and Compliance	LOCATION	Pune
<u>Compensation Components</u>		<u>IBM Offer (in INR)</u>	
1. Annual Basic Salary		180000	
2. Annual Flexible Benefit Plan (FBP)		95000	
Annual Reference Salary		275000	

3. Retirals	
a) Provident Fund (PF)	21600
b) Gratuity @ 4.8%	8640
Annual Reference Salary + Retirals	305240
4. Performance Linked Variable Pay	0 to 30000
5. Annual Potential Compensation	Annual Reference Salary + Retirals + Performance Linked Variable Pay

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

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

OTHER BENEFITS:

- By default, you will be enrolled in the Group Mediclaim Policy. You need to enroll your immediate family (Spouse & up to Four Children) within 45 days of joining. If you wish to do so, a nominal



premium for covering you and your family will be charged to you unless you choose to opt out for yourself and family.

- Group Term Life and Accident Rider Coverage

OTHER COMMITMENTS/ CONDITIONS



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

Signed By – IBM Authorized Signatory
Talent Acquisition Leader ISA

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

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

SIGNATURE

PRINTED NAME

DATE OF JOINING

DATE

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

SIGNATURE

PRINTED NAME

DATE



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Explanation of Compensation Components

Component	Summary Explanation*
1. Basic Salary	The fundamental salary component to which many other compensation components are linked.
2. Flexible Benefit Plan (FBP)	The FBP allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
(a) Leave Travel Allowance (LTA)	LTA can be used for up to maximum of economy class airfare twice during a 4 year period as per Income tax rules.
(b) House Rent Allowance	Maximum 50% of Basic Salary per annum. To be used for house rent.
(c) "Flat" Allowance	Remaining FBP funds and is a taxable amount.
3. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
(a) Provident Fund (PF)	12% of Basic Salary is contributed to the Provident Fund.
(b) Gratuity	4.8% of Basic Salary, which denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retiral benefit. Gratuity is payable to you as per the IBM Gratuity Trust Fund Rules and the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company. The amount of gratuity payable shall not exceed Twenty Lakh rupees (INR 2,000,000).
(c) ESIC	Until your monthly wages are up to INR 21,000/- per month, or such other amount prescribed by law, you will be covered under Employee State Insurance Act, 1948 (ESIC) and will be entitled to avail benefits under the same.
Annual Reference Salary	Annual Basic Salary + Annual FBP
4. Performance Linked Variable Pay	Amount of Target earnings mentioned under Performance Linked Variable Pay Program is determined based on your specific role and process/client aligned and subject to change based on any changes to your roles & responsibilities. This forms a part of the variable earnings and actual earnings & frequency of payment will be as per the defined Company Policies. The management reserves the right at its discretion to modify/amend/withdraw/continue with the program.

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



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Other Benefits- Additional Information*

Group Term Life Insurance Plan:

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

Group Personal Accident Plan:

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

Group Medclaim Insurance Policy for Self and nuclear family (spouse and up to 4 children)

By default, you will be enrolled in the Group Medclaim Policy from the date of your joining with a coverage of up to INR 3 Lakh per year under Family Floater plan. As part of that, you can also enroll your immediate family (Spouse & up to Four Children) through our Third-Party Administrator's (TPA) website within 45 days of your joining. If you decide to avail Medclaim insurance policy, there will be an applicable Co-share of premium deduction from your salary. If you wish not to be covered, you may choose to opt out within 45 days of joining. You have the option of enhancing this cover up to a maximum of INR 10 Lakh per year (incremental premium to be borne by employee).

You also have the opportunity of purchasing insurance coverage for your parents. This is on an individual coverage basis and the premium incurred is to be borne by you.

Mid-term inclusion of only new born babies (within 45 days of the child birth) and newly married spouse (within 45 days from the date of marriage) is allowed. The insurance coverage for the newly acquired dependent (spouse/child) will be with effect from the date of event (marriage/ birth whichever is applicable)

**Subject to enrolling the new dependent within 45 days from the date of event.*

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

Critical Illness Buffer

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

Domiciliary Benefit

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

National Pension System (NPS)



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

Compensation under Employees Compensation Act

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

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

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

** IBM reserves the right, in its sole discretion, to amend, change, suspend, or terminate any benefit or other plan, program, practice or policy of IBM at any time. IBM does not have any obligation to, and nothing contained in these documents shall be construed as creating an express or implied obligation or promise on the part of IBM to, maintain, continue to offer, or make available such plans, programs, practices or policies.*

Maternity Benefit:

All women IBM employees are entitled for maternity benefits in accordance with the Maternity Benefit Act, 1966 and IBM Maternity Leave Policy as may be amended from time to time. These benefits currently include:

1) Maternity Leave for:

- a) Delivery: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 26 weeks of maternity leave with full pay of which not more than 8 weeks shall precede the expected delivery date.
- b) Miscarriage/Medical termination: In case of miscarriage or medical termination of pregnancy, a women employee is entitled to 6 weeks of leave with full pay immediately following the day of miscarriage or medical termination of pregnancy.
- c) Tubectomy: In case of tubectomy operation, a women employee is entitled to 2 weeks of leave with full pay immediately following the day of her tubectomy operation.
- d) Illness: Women employees suffering from illness arising out of pregnancy, delivery, premature birth of child, miscarriage, medical termination of pregnancy or tubectomy operation are entitled to an additional period of 4 weeks leave with full pay.

2) Leave for Adoption/Surrogacy: Women employees who have been in continuous service for at least 80 days in the 12 months prior to the commencement of maternity leave are entitled to up to 12 weeks of maternity leave with full pay upon the adoption of a child or in case the employee has used the surrogacy arrangement.

3) Group Medical Insurance Policy covers expenses for pre and post natal consultations, prescribed medications and



prescribed investigations incurred up to 60 days after maternity. The expenses covered are up to a maximum of INR 10,000 per maternity event. This benefit is a sub limit of the maternity benefit of INR 50,000 and is reimbursed on production of complete and detailed bill and documents.

4) Women employees returning from Maternity can opt for work from home option if the role or function allows for remote working.

Kindly refer IBM Maternity leave policy and IBM Flexible work option policy in effect from time to time for more details in respect of the above benefits. For additional information including in relation to child care, please get in touch with your Manager or Human Resources Partner.



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ANNEXURE B – NON-DISCLOSURE AGREEMENT

Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

Serial # : _____ Date Of Hire : ___ / ___ / _____

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

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

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

2. (a) During my employment with IBM and for two years following the termination of my employment from IBM for any reason, I will not directly or indirectly within the Restricted Area solicit, or attempt to or participate or assist in any effort to solicit, any employee of IBM to be employed or perform services outside of IBM. For purposes of this Paragraph 2(a), "Restricted Area" shall mean any geographic area in the world in which I worked or for which I had job responsibilities, including supervisory responsibilities, during the last twelve (12) months of my employment with IBM. Also, for purposes of this Paragraph 2(a), "employee of IBM" shall mean any employee of IBM who worked within the Restricted Area at any time in the 12-month period immediately preceding any actual or attempted solicitation. (b) I agree that during my employment with IBM and for one year following the termination of my employment for any reason, I will not directly or indirectly solicit for competitive business purposes any customer with which I was directly or indirectly involved as part of my job responsibilities during the twelve (12) months prior to the termination of my employment with IBM. This paragraph 2(b) does not apply to any IBM employee whose work location as reflected in IBM records is within the state of California.

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

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

4. I will comply, and do all things necessary for IBM to comply, with (a) the laws and regulations of all governments under which IBM does business, (b) the provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to



the safeguarding of information, and (c) IBM's corporate directives, including, without limitation, policies and information technology security standards issued from time to time as well as the IBM Business Conduct Guidelines as amended from time to time.

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

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

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

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code. The above provisions concerning assignment or ownership of Developments apply to Developments created while employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering) or otherwise.

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

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

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

Description of Excluded Development	Date Created	Named Party/Termination Date

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

6. In connection with any of the Developments assigned by Paragraph 5: (a) I will promptly disclose them in writing to the IBM



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

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

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

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

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

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

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

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

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

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

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



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

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



COVID-19: IBM Initiatives for Employees and Communities

As we navigate the COVID-19 pandemic, IBM has taken a series of initiatives to help and support our employees and their family members in this challenging environment. The health and safety of IBMers, partners, and clients is our top priority.

We have put together a comprehensive support plan for our employees and their families to tide through this pandemic.

Employee Well-being and Safety

- **Vaccination for all IBMers:** Vaccination camps will be opened (in line with Government regulations and availability of vaccines) in all major cities with IBMer populations. IBMers and their family members will have the option of getting vaccinated at hospital centers or camps at selected IBM locations. We are working closely with the concerned authorities on this
- **Dedicated 24X7 Medical Helpline with Portea:** IBM has launched a dedicated helpline through Portea Health Care Services - for a variety of services including doctor consultation, medical/home care services, and testing services. This helpline is the first point of contact for support for any medical help.
- **Access to Oxygen Concentrators**
IBM has procured oxygen concentrators to support IBMers and their family members. We have partnered with Portea Health Care Service to deploy these oxygen concentrators across Bangalore, NCR (Delhi, Gurgaon, Noida), Kolkata, Chennai, and Hyderabad.
- **Eldercare Support with Samarth:** IBM has partnered with Samarth, one of India's leading organizations supporting the elderly by creating a COVID care system. Samarth will help the elders deal with the pandemic by providing 24/7 emergency assistance, home care resources, medicines, doctor tele-consultations, food services, oxygen, and requirement for other equipment as needed.
- **COVID Care Center:** We have worked with Apollo Hospital to offer medically supervised "step down" facilities at designated hotels in every major city where IBMers and immediate family members can quarantine in case it's not feasible at home.
- **Emergency Transport for Medical Needs:** We are offering an emergency transport facility 24x7 for medical requirements for both employees and their immediate family members who are COVID-19 positive (for transport to a medical facility) and those who are COVID-19 negative (for procuring medical supplies or attend to impacted family members).
- **Additional Insurance Coverage:** IBM is providing additional insurance coverage for each insured employee and their covered dependents (spouse and children) for up to Rs. 5 Lakhs per member covered.
- **Meal Delivery Service**
We have tied up with HungerBox for the delivery of freshly prepared meals, ensuring the highest levels of hygiene and safety measures. The service is currently available in Bangalore, NCR, Hyderabad, Chennai, Kolkata, Mumbai, Pune, and Vishakhapatnam.

Leverage the Power of Tech for good



- **COVID Assist:** We have launched COVID Assist, a Watson Assistant powered AI bot, to channelize the requests around critical resources such as ambulance, oxygen, medicine, hospital beds, in an efficient manner. It will also help you connect with the IBM Squad volunteers on ground.

Mobilizing the collective power of the IBMers

- **IBMer volunteer COVID squads :** We have organized squad groups staffed by IBMer volunteers to take service requests and match them to verified sources of available resources - Hospital Beds, ICUs, Oxygen requirements, ambulances, medicines, and more. With over 2000 volunteers already signed up, this is really making a difference to quickly triage requests and ensure that needs are matched to resources available nationally.
- While we do this, employee health and well-being remain a key priority for us. We have set up several **employee support groups across cities** to provide employees with a platform to discuss issues, challenges, concerns and coping mechanisms such as managing stress, staying active and promoting self-care. Covid Warrior stories to energise teams.
- IBM has partnered with [United Way of India](#) to drive an employee giving campaign. Employees can donate financially to the NGO and they in turn are working with several partners at the ground level to provide critical and emergency care for the community.
- IBMers are volunteering to become first responders on Covid-19 helplines through a collaboration with [StepOne](#). StepOne is an NGO having an interface with 18 state governments and is helping to train & deploy volunteers to respond to queries on the government helpline.

Leveraging our voice and influence to rally global support

- IBM is playing a key role in **Global Task Force on Pandemic Response** launched by the [US Chamber of Commerce](#) to aid India and other Covid-19 Hot-Spots. This includes Sourcing, shipping and delivering 1,000 ventilators; 25,000 oxygen concentrators and working with local partners to fund emergency hospital beds in communities where our teams live and work.

In addition, we are also closely engaged with the government and government agencies in India to offer our support and we are ready to do more.

Given the dynamic pandemic situation, IBM is constantly revising and updating any initiatives it has put in place to respond to the pandemic, And any of these programs and policies may be changed or withdrawn by IBM at its sole discretion. Please reach out to your HR contact to understand the current measures in place at IBM.



HIRAY GROUP OF COMPANIES
Office Address : Plot No. 207-B, Thakare Bunglow,
Opp. Emperio Heights, D. Road, Mahatma Nagar, Nashik-422007
Contact:- +91 9637872227
E-mail- hirayedu.hiraygroup@gmail.com

Date: 30th April 2013

To,

Mr. Nilesh Pansare

SUBJECT: Experience Letter

This is to Certify that Mr. Nilesh Arun Pansare worked in our organization as Sr. Accountant from 1st Aug 2020 to 30th June 2021.

In this tenure, he handles all the Finance & Administration department and later than on he resigned in June 2021 on his wish.

Besides the knowledge, we found him a well-managed, punctual, and industrious.

We wish him all success in future endeavors.

Thanking You,



Authorized Management

**Hiray Group of Companies
Nashik**



Date: 20-Feb-21

Name: Lavisha Hemnani

Letter of Offer

Dear Lavisha,

With reference to your application and the subsequent interview you had with us, we are pleased to inform you that you been selected as **Associate-Research** in WNS Global Services Pvt. Ltd., situated at **Nasik**. The key components of your offer is as detailed below.

Career band: Your career band would be **Professional**.

Role band: You would be placed in role band **A**.

Title: The title that you would be using both internally and externally would be **Associate-Research**.

Pay Band: You are in pay band **L2**.

Compensation: Your Total Fixed Pay will be **Rs.1,87,247/- (One Lakh Eighty Seven Thousand Two Hundred and Forty Seven Only)** per annum. In addition, you would be eligible for performance linked variable pay as per respective Process Incentive Plan applicable to your Role Band. The detailed break-up of your compensation is given in the Annexure II for your reference.

Joining Date: You are expected to join us on **22-Feb-21**

Place of work: Your place of work will be Nasik. However, your services are transferable, and you may be assigned after reasonable notice, to any location in India or abroad where the Company or any one of its associates or customers conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.

AUSTRALIA
CHINA
COSTA RICA
INDIA
POLAND
ROMANIA
SRI LANKA
SOUTH AFRICA
THE PHILIPPINES
UAE
UK

1. TERMS & CONDITIONS:

- The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.
- You will be required to sign a standard employment agreement on your date of joining
- You shall be required to submit a set of certified true copies of the documents and information as set forth in Annexure 1 of this letter.

For WNS Global Services Pvt. Ltd.

Accepted and Agreed



Ruchi Sharma
Group Manager-Human Resource

WNS Global Services Pvt. Ltd.:

Business Address: V-Tech IT Park South Block, 1st Floor, Survey No.113/2, Wadala Road, Near Indira Nagar Jogging Track. Nashik 422006.

Tel +91 253 664 5805

Registered Office: Gate 4, Plant 10, Godrej & Boyce Industrial complex, LBS Marg, Vikhroli (W), Mumbai - 400079, India.

Tel +91 224095 2100 | Fax +91 22 25188307

CIN: U72200MH1996PTC100196

WNS

Extending Your Enterprise

- d) The Company's business involves operating round the clock on all day. Therefore the work may involve shift working and availing staggered weekly offs. You are expected to attend the work as assigned to you by your superiors.
- e) You will be on probation for six months from the date of joining; however probation may be extended by the Company at its sole discretion. During the probation period, the Company may terminate this contract at any time without cause upon not less than **90** days prior written notice to you and/or compensation in lieu thereof. However, the Company may with "cause" immediately terminate this contract, if you are found to be in material breach of any of the terms of your employment and the Company Policy. You may voluntarily terminate your employment for any reason upon providing prior written notice to the Company, the period of which shall be **90** days prior written notice. It is mandatory for you to serve the notice period and it is your responsibility to complete your handover during the notice period before resigning from the organization / Company. If you chose not to serve the notice period the Company reserves the right to recover compensation in lieu of notice period from you in addition to the compensation towards all expenses incurred with regard to any training and development, special education, up skilling or on the job training provided to you in the course of your employment with the Company in addition
- f) NO to losses and damages actually sustained by the Company. The forgoing term is a condition precedent to your acceptance of this offer letter.
- g) Effect of inability to clear the proficiency / competency training / thresholds: You may be required to undergo pre-process and process training as a prerequisite to your gainful engagement as may be prescribed under relevant competency / proficiency parameters. The company invests significant amount of efforts and costs on such training and you will appreciate that in case one is not able meet the required norms during training, the Company will not be able to engage your services productively. In such eventuality, the Company reserves right to terminate employment by providing two week's notice and or pay in lieu thereof.
- h) Post confirmation, your services may be terminated by either party, giving notice in writing as mentioned in clause 1 (e) and non service of Notice Period shall result in the same consequences as enumerated in Clause 1 (e) hereinabove.
- i) You will be entitled to twenty one working days leave per annum subject to prior approval by the Company. Carry-forward/ accumulation of leave will be governed as per the existing Company policy on the subject.
- j) Your Absence for a continuous period of seven days without prior approval of your supervisors, (including overstay of leave / training), would be treated as abandonment of service and can lead to your services being terminated without notice. In such an eventuality the Company reserves the right to recover from you all expenses incurred with regard to any training and development, special education, up skilling or on the job training imparted by the Company and damages suffered by Company due to loss of billing, etc.
- k) Deployment / Redeployment: The Company reserves the right to deploy / redeploy you in any of the available roles as may be deemed appropriate. Since different roles require different competency profiles, exact match can be a challenge at times, despite best intentions and efforts of the Company. In such eventuality, you are obligated to cooperate in the deployment / redeployment process by accepting role that is offered to you.

For WNS Global Services Pvt. Ltd.

Accepted and Agreed



Ruchi Sharma
Group Manager- Human Resource

- l) You will automatically retire from the services of the Company on attaining the age of 59 years.
- m) Notice to terminate in electronic form such as SMS or personal email shall not be accepted as adequate notice of termination for the purposes of this agreement. Notice to terminate this contract has to be addressed in writing to the Company in the form and manner as may be prescribed in the Company Policy.
- n) WNS reserves the right to terminate your employment with immediate effect on grounds of breach of policy including but not limited to Infosec / physical security, misconduct or where your performance has been found to be unsatisfactory.

2. OTHER CONDITIONS:

- a) Medical fitness: Your appointment / employment is subject to you being medically fit for employment.
- b) Reference Checks / Background and testimonials verification: Your appointment is also subject to a satisfactory reference / background check and testimonial verification. The Company shall, at its discretion conduct background / reference check and testimonial verification either before joining the company or within a reasonable and practicable time frame after joining. This offer and your continued employment is conditional upon the result of such checks. In case the results of the same checks are negative or unsatisfactory for any reason whatsoever, your offer / employment will be treated as null and void ab initio. In such eventuality, you may be immediately relieved from the employment without giving any notice and or pay in lieu thereof or any other remuneration (including incentives) for the period of engagement upto aforesaid date of relieving.
- c) You will produce character verification certificate from police department within 3 months from joining on your own (not applicable for valid passport holders).**
- d) Effect of Substance Abuse: The Company at its sole discretion may conduct from time to time screening for substance abuse during the course of employment. If the results of such screening are found to be positive, employment is liable to be terminated without giving any notice or pay in lieu off.
- e) All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies. It shall be your duty to peruse and understand all the terms and conditions enumerated in Company's Policy as well as the repercussions of the breach thereof and not being aware of the same shall not be a defense, which shall be either available to you or accepted by the Company.

Please sign the copy of this letter as a token of your acceptance. Please initial each page in acceptance of the terms and conditions set out herein

Yours faithfully,

For WNS Global Services Pvt. Ltd.

Accepted and Agreed



Ruchi Sharma
Group Manager- Human Resource

ANNEXURE 1

1. You need to furnish the following Documents at the time of joining WNS.

NOTE: Joining will not happen without these documents.

A	Original copy of WNS offer letter
B	DATE OF BIRTH PROOF : (ONE of the following: Birth Certificate, X th , XII th Mark Sheet with DOB details on it, Passport, PAN Card / PAN Card Application, LIC & Insurance documents, Driving License, College ID Card – not more than 2 yrs including current year up to eg. 2006 for 2008, School/College Leaving Certificate)- 1 copy
C	PHOTO ID : (ONE of the following: Voters ID, Driving License, Passport, Ration Card, PAN card or XII th Board Hall Ticket – XII th Board Hall Ticket will be applicable only for those candidates joining straight after school and don't have any other documents, Bank Passbook with photograph, Bankers verification, NSR (National Skills Registry) ID card, Photo Debit or Credit Card, Hall Tickets not more than 2 yrs including current year up to eg.2006 for 2008, Naval department ID Card,) – 1 copy
D	PERMANENT ADDRESS PROOF : (ONE of the following: Passport, Driving License , Voter's ID, Bank Passbook with photograph and address , Electricity Bill - latest of Self or Parents, Water Bill – latest of Self or Parents, Bank Statement – latest, Ration Card, LIC & Insurance documents, Mobile Bill, Telephone Landline Bill – latest of Self or Parents, or Current lease deed – with you or your parents as lessee or co-lessee) – 1 copy
E	EDUCATION QUALIFICATION PROOF : (marksheets & degree are important)(as applicable: X th , XII th , Graduation, Post Graduation Certificate, Copy of Diploma, others)
F	PASSPORT SIZE PHOTOGRAPHS : 5 copies (with Red Background ONLY)
G	PAN NUMBER : Photocopy of PAN Card. If you do not possess a PAN card then an application for one will have to be made and a copy of the application receipt will have to be submitted. For PAN Application the following is required: Passport size photo- 3.5cm X 2.5cm - old or computerized photos strictly will not be acceptable, ID proof (any one out of the following mentioned) - X th Leaving / X th Board Certificate / Driving License / Passport, Address Proof - Electricity / Telephone Landline Bill – latest of Self or Parents / Latest Copy of Bank Statement / Driving license/ Ration Card / Passport / Voter's ID Card. Please note that if the applicant is submitting the copy of Driving License OR Passport as their ID & Address proof then it should have the NAME, ADDRESS and EXPIRY DATE.
H	Professional Relieving or Experience Letter from previous employer (last 2 employments) or Accepted Resignation Letter from previous employer.
I	Salary Slip / Salary certificate from previous employer (last 2 employments). Bank statement if no salary slip from the Company.
J	Employee ID Proof : (photocopy of salary slips, appraisal letter which contains the employee id proof)
K	Marriage Certificate (if applicable)
L	Self declaration medical Fitness form : Medical Fitness form needs to be duly filled and stamped by a Doctor.

For WNS Global Services Pvt. Ltd.

Accepted and Agreed

Ruchi Sharma
Group Manager- Human Resource

NOTE:

- The same document may be used as proof for more than one of the above requirements.
- Original copies to be brought along with copies for the purpose of verification.

In addition to the documents mentioned above, you are requested to provide the following documents and information on your date of joining.

Documents.....

1. Updated Resume.
2. Marriage Certificate (if applicable).
3. Self declaration medical Fitness form.
4. ESIC (Employee State Insurance Corporation) enrollment would be as per the applicable as per government regulation. In case if your stack up contains ESIC component, please carry the following documents:
 - a. Your 3 post card size (4X7) photographs (copies of the same photograph) OR
 - b. If you would like your family covered – Family Sr. Group photograph of immediate family (4X7, 3 copies of the same photograph), only members in the photo will be covered. Photos should be clear and have only your immediate dependent family members which include parents, siblings, spouse and children.

Information.....

1. Names and date of birth of family members you would want to mention as nominees for the Provident Fund Scheme (parents / siblings / spouse / children)
2. Your blood Sr. Group.
3. Your family doctor's name, address, telephone and registration number.
4. National Social Security Number (NSSN) if allocated.

For WNS Global Services Pvt. Ltd.

Accepted and Agreed



Ruchi Sharma
Group Manager- Human Resource

Annexure II			
Name	:	Lavisha Hemnani	
Title	:	Associate-Research	
Role Band	:	A	
BU	:	CPS	
COMPENSATION COMPONENT	Ref	Amount (Rs.) Per Month	Amount (Rs.) Per Annum
Basic Salary		7,022	84,264
House Rent Allowance		3,511	42,132
City Compensatory Allowance		1,259	15,108
Sub Total - I	A	11,792	141,504
Bonus / Incentive (1)	(a)	2,358	28,296
Company's contribution to Provident Fund (2)		994	11,928
Company's contribution to ESI (3)		460	5,519
Sub Total - II	B	3,812	45,743
Total Fixed Pay	C = A + B	15,604	187,247
<u>BENEFITS</u>			
(i) Gratuity payable As per Payment of Gratuity Act, 1972			
(ii) The Company provides following discretionary Insurance benefits:			
Medicclaim Benefit	:	For Self or Family Floater, as the case may be	
Personal Accident Insurance	:	For Employee, as per Company Policy	
Life Insurance	:	For Employee, as per Company Policy	
(1) You will be eligible to participate in the Company's Bonus / Incentive scheme applicable to you process. The Bonus / Incentive at maximum level is inclusive of Bonus / Incentive included in the Total Fixed Pay. The Bonus / Incentive will be paid basis the requirements of Payment of Bonus Act, 1965, your performance and BU/Company performance.			
(2) Company's contribution to Provident Fund (PF): In cases where PF wages is above the statutory maximum limit of Rs. 15,000/- p.m., you have an option to choose the deduction of 12% on actual PF wages. In such situation, various component of the compensation will be adjusted to accommodate your request. PF wages considered for this calculation will be as per Employee Provident Fund and Miscellaneous Provisions Act, 1952.			
(3) Company's contribution towards ESI Scheme will be as per Employees State Insurance Act ,1948 and is currently 3.25% of monthly salary.			
(4) Flexikitty Reimbursement amount refers to various reimbursements, applicable for your Role Band, as per the policy of the Company, applicable from time to time.			

For WNS Global Services Pvt. Ltd.



Ruchi Sharma
Group Manager- Human Resource

APPOINTMENT LETTER

To,
Ms. Srushti Sanjay Jain

Add- D/O, Sanjay Jain, Sanjan Apartment, Flat No-05, Ashwin Nagar, Near Sambhajl Stadium, Nashik, Cidco Colony-422009.

Subject: Appointment for the post of **Assistant Professor on Adhoc basis at Ashoka Center for Business and Computer Studies (ACBCS) Chandsi Nashik – 13.**

With reference to your interview conducted for above said post, we are pleased to inform you that Management has recommended your name for the same. The management has appointed you as **Assistant Professor on adhoc basis** at Ashoka Education Foundation's, **Ashoka Center for Business & Computer Studies, Chandsi, Nashik**, effective from **06-12-2021**.

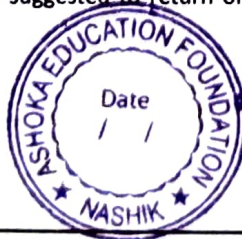
Your appointment is purely on contractual basis for academic year i.e. **2021-2022** from the date of appointment; which will be ending on **30th April 2022**. This may be amended as per the sole discretion of the management. You will be paid consolidated salary of **Rs. 18,160/- CTC** Per month.

Your appointment is subject to the following terms & conditions:

1. Your services will be governed by the Maharashtra Public Universities Act, 2016, Statues, Code of conduct, Ordinance and rules and regulations laid down by the Savitribai Phule Pune University & State Govt. from time to time.
2. Your appointment will be governed by all prescribed service conditions, leave facilities, rules and regulations of the institutions as laid down by the management from time to time.
3. Your services will be subject to inter unit transfer, as and when required.
4. You shall submit the certified true copies of relevant Educational Qualification, birth date certificate, discharge/reliving certificate, last pay certificate, caste certificate, Change of Name certificate (if any), Two passport photographs etc. before joining the duties.
5. You shall undergo medical examination by the approved Medical Officer or by the Civil Surgeon at the place of your duty, within three months from the date of joining the duties. The appointment shall be provisional and conditional, expecting you to be physically fit for employment in the institution.
6. You are required to give the correct mailing address as soon as you join the duties and any change in the earlier address should be communicated to the Office. It will be presumed that any letter sent by Registered Post Acknowledgement Due (RPAD) on the address given, shall be deemed to have been acknowledged duly signed by you.
7. You will not conduct or engage yourself in private tuition or private coaching classes.
8. You will not engage yourself in any other job paid full-time, part-time or otherwise, during the continuance of your service, without the permission of the competent authority/management.
9. Your appointment may be terminated, at any time by either side/party, by giving **one month's notice or one month's pay in lieu of notice period**. However you are not allowed to resign in between the semester; nevertheless management may allow the same depending on the case. To confirm full proof arrangement in this reference and as per the policy in place; the certain mutually decided amount, will be deducted in two installments from salary payable and kept in fixed deposit, jointly operative for due settlement.
10. If you are found absent continuously for more than 30 days without permission your service will stand terminated automatically. If you are found guilty of violation of any terms and conditions mentioned above you will be liable for disciplinary action and punishment decided by the management as provided for in the statues. During the period of your service you shall not directly or indirectly do such things which are subversive to the interests of the Society / University / Institute / College / Students.
11. You have to communicate your acceptance to the Management / College / Institution within fifteen days from the date of receipt of this order of appointment, failing which your appointment is liable to be cancelled.

This letter is being issued to you in duplicate. You are suggested to return one copy of this letter duly signed by you towards the acceptance of this offer.

(Dr. Narendra Telrandhe)
Administrator



(Dr. D.M. Gujarathi)
Director (HE)

I, Srushti Sanjay Jain hereby accept the order of appointment on terms and conditions specified.

Place: Nashik
Date: 06/12/2021

Signature: Srushti Jain
Full Name: Srushti Jain

Mr./Miss/Mrs. Srushti Sanjay Jain has joined duty on Date 06/12/2021 as Assistant Prof.

Principal / Unit Head

EMPLOYMENT OFFER LETTER

Capgemini Ref: 5746461/1306366,

04/12/2022,
Mansi Hitendra Shinde.

10 B-1 Amrutdham Atlantis Apartment Gangotri Vihar Nashik 422003
Nashik, Maharashtra
India.

Confidential

Dear Mansi Hitendra Shinde,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini ' or '**Company**') starting from **04/14/2022** (or such other date as may be communicated to you by the Company), as per details given below.

- A) Your current designation will be **Senior Analyst/A5**.
- B) You will be required to work at the Company's offices in **Mumbai**.
- C) You have to report by 8:30 am at **Mumbai** office, for joining formalities and contact security at the main gate for your entry pass at:

Address
CAPGEMINI Knowledge Park,IT 1 / IT 2, TTC Industrial Area,Thane-Belapur Road,
Airoli, Navi Mumbai, Maharashtra - 400708

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

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 380,006.00 (Rupees Three Lakh Eighty Thousand And Six Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

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

Senior Analyst

Total Cost to Company (CTC).

Rs.380,006.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.180,000.00
House Rent Allowance	Rs.9,000.00	Rs.108,000.00
Other Allowances and Reimbursements – 1 #	Rs.1,199.00	Rs.14,388.00
Other Allowances and Reimbursements – 2 +	Rs.147.00	Rs.1,764.00
Advance Statutory Bonus ++	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.28,495.00	Rs.341,940.00
Capgemini's contribution to PF *	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		Rs.372,204.00
Total Cash Compensation		Rs.372,204.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.7,802.00
Total Cost to Company		Rs. 380,006.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

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

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

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

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

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

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

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

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

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

G.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

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

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 06/13/2022(for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

J.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

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

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

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

For Capgemini Technology Services India Limited



Anilkumar Singh

Head - Talent Acquisition & Resourcing

Acceptance

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

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

Name: **Mansi Hitendra Shinde**

Date: **04/12/2022**

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

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

3. COMPENSATION:

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

4. TRAINING:

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

5. COVENANTS AND REPRESENTATIONS:

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

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

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

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

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

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

5.15 You hereby represent to the Company that:

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

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

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

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

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

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Caggemini 's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop,laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

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

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

11. MISCELLANEOUS:

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

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

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

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

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

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.


CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, **Mansi Hitendra Shinde** residing at **10 B-1 Gangotri Vihar Nashik-03**, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

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

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

Name: Mansi Shinde
Signature: 
Date: 14/04/22

ANNEXURE I (A)

Onboarding Documents

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you.
2.	<p>Employment Documents:</p> <p>Current Employment(Immediate Previous) a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory) b) Payslips for last 3 months c) Form 16/Form 16A d) Salary Account 6 months Bank Statement e) Letter of appointment/Offer letter from employer which captures start date</p> <p>Previous EmploymentService/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p>Education Documents a) 10th Marksheet and certificate. b) 12th marksheet and Certificate. c) Graduation Marksheets and certificate/Diploma certificate. d) Post-Graduation Marksheets and degree certificate (If applicable) e) Any other relevant certificate</p>
4.	<p>Proof of Identity/ Address a) PAN Card b) AADHAAR Card c) Passport In case any of the proof of Identity/Address mentioned above not available then any Two of the below proofs i) Voters Id ii) Driving License iii) Ration card iv) Electricity Bills V) Gas card vi) Notarized Self Affidavit</p>
5.	Passport size photographs (6 nos.)
6.	<p>Self Employed/CO-owner/Freelancing/ Partnership employment(s) (if applicable) a) Form 16/Form 26AS b) Bank statement for 6 months c) Shops & Commercial Establishment Registration Certificate d) Co-Owner/Partnership/Ownership – Required partnership/ownership dissolution deed</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details – Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

ANNEXURE I (B)

Background Verification

Reference terms:

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

- Education Credentials (Graduation/Bachelor's Degree/Post Graduate Degree etc.)
- Professional Experience & Employment(s) Credentials.

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

Please ensure that the following steps are followed to initiate the process and submit the necessary documents within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload back the scanned copy of these documents on to the New Employee Wizard link.

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

Form 16 - Part A only.

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

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

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

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

Court Verification Forms

- Court Record form

Note:

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

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

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

Important points to note:

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

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini reserves to take disciplinary actions which inter alia includes termination from service without notice.

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

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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