

16-Sep-2019

Anirban Mitra

**1/1B, Binoy Bose Road, Kolkata-700025, 1/1B, Binoy Bose
Road, Kolkata-700025,
Kolkata - 700025,
(West Bengal) India**

Dear **Anirban**,

On behalf of **KPMG** (the '**Firm**'), I am pleased to offer you the position of **Associate Consultant in Advisory** with the Firm.

You shall be based in Delhi and can be transferred to any other offices of the Firm at any other place or city within India or outside India, as decided by the Firm from time to time.

Your employment shall commence with effect from your actual date of joining. In the event you fail to join latest by **08-Jun-2020**, this employment agreement ('**Agreement**') shall stand terminated.

You shall be on probation for a period of six (6) months (the '**Probation Period**') from your actual date of joining. During the Probation Period, your Compensation and Other Entitlements, if any, shall be in accordance with the Firm's Personnel Policy, for the time being in force ('**Firm Policy**'). At the end of the

Probation Period, the Firm may confirm your services, subject to your performance meeting the requisite standard, by issuing a confirmation letter (the '**Confirmation Letter**'). Until such Confirmation Letter is issued, you are deemed to be on probation.

The terms and conditions of your employment with the Firm shall be as follows:

A. Compensation

1. Basic Salary

Your basic salary shall be **Rs.325000/- (Three Lakh Twenty-Five Thousand Rupees)** per annum, payable monthly in arrears. Your next revision shall be in accordance with the merit review cycle and at the sole discretion of the Firm.

2. Allowances and Employers Contribution to Provident Fund

In addition to the basic salary referred to in Paragraph A.1 above, you shall be entitled to a sum of **Rs.325000/- (Three Lakh Twenty-Five Thousand Rupees)** per annum towards allowances to be chosen out of the allowances / perquisites detailed in the Staff Manual of the Firm including Employer's contribution under the Provident Fund scheme of the Firm, subject to your entitlement and the policy of the Firm in that regard.

B. Other Entitlements

Your other entitlements, as may be determined by the Firm Policy from time to time, shall be as follows:

1. Bonus

You may be entitled to a performance bonus as per the Firm Policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

2. Gratuity

You shall be entitled to payment of gratuity as per the Firm Policy and subject to the applicable law.

3. Medical Insurance Scheme

You shall be eligible to participate in the Medical Insurance Scheme of the Firm, if any.

4. Leave

You shall be entitled to twenty two days (working days) in a performance year in accordance with the Firm Policy subject to the applicable law. You will be governed by the Leave policies as stated in the Staff Manual and amended from time to time.

5. Maternity Benefits **[For Women employees only]**

You shall be entitled to maternity leave of 26 weeks (182 days) of which 08 weeks (56 days) can be availed prior to expected date of delivery and 18 weeks (126 days) after the delivery. During such leave, you shall be entitled to your full Compensation along with Other Entitlements that are made

available in terms of this Agreement. It is clarified that any claim to the aforementioned maternity benefits shall remain subject to provisions of the Maternity Benefit Act, 1961 as may be amended from time to time.

C. Miscellaneous

1. Working Hours

You will be required to work eight (8) hours a day excluding break for meals. The Firm practices a forty (40) hours workweek. Subject to the applicable law, work timings, schedules and shifts may vary from time to time based on customer service requirements and depending upon exigencies of business, as specified by the Firm from time to time. You may be required to work additional hours as appropriate to fulfill the responsibilities of your role.

2. Taxation

Any amount payable by the Firm to you towards Compensation, Other Entitlements and, or, any other payment shall be subject to deduction of withholding taxes and, or, any other taxes under applicable law. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

3. Confidential Information

3.1 For the purposes of this Agreement, 'Confidential Information' in relation to the Firm means:-

- (i) trade secrets,
- (ii) lists or details of its suppliers, their services, or customers and the services and their terms of business,
- (iii) prices charged to and terms of business with clients,
- (iv) marketing plans and revenue forecasts,
- (v) any proposals relating to the future of Firm or any of its business or any part thereof,
- (vi) details of its employees and officers and of the remuneration and other benefits paid to them,
- (vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Firm, any information given to the Firm in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and
- (viii) any other information which is notified to you as confidential

3.2 You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of

your employment with the Firm. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

4. Employment Conditions

During the course of your employment, you will not be permitted to undertake any other employment or engage in any external activities of a commercial nature without prior written approval of the Firm. You will be required to effectively carry out all duties, responsibilities and obligations assigned to you by your manager and/or others authorized by the Firm to assign such duties and responsibilities. Your performance will be subject to an annual appraisal by your manager.

5. Travel

You shall travel to such places, within or outside India, as the Firm may from time to time require in relation to the Firm's business.

6. Independence and Risk Policies

We draw your attention to our independence and risk policies that apply to personnel in all functions. The joining pack and welcome mail from your Human Resources Manager will provide you with all the information you need as a new joiner to be independent in your personal financial relationships. Additional restrictions apply to partners and directors as per local regulations. You are requested to familiarize yourself with the Firm's independence and other risk policies on joining and complete the related procedures

within the timelines set out for each. In the event you do not comply with our independence and risk policies and procedures, you may be subject to disciplinary action including financial penalties including termination of your employment under Paragraph D.2 below.

7. Prevention of Insider Trading

You shall not, without prior written permission of the Firm, purchase, sell or deal in, at any time either during your employment with the Firm or thereafter, any securities issued by any past, present or prospective customer/client of the Firm in respect of which you have obtained privileged information by virtue of or in connection with your employment with the Firm.

8. Staff Manual

You are requested to familiarize yourself with the Firm's staff manual on joining and you are required, at all times, to abide by the staff manual as amended from time to time. Any non-compliance or breach will be subject to disciplinary action pursuant to Paragraph D.2 below. The terms of the staff manual shall form part and parcel of this Agreement.

9. Intellectual Property

9.1 You acknowledge that the Firm is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Firm, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other

information used by you in course of your employment with the Firm. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

9.2 You acknowledge that the Firm shall own all rights, title and interest including copyright in any work created by you in course of your employment with the Firm. To the extent such rights do not vest immediately in the Firm, you agree to and irrevocably and unconditionally assign to the Firm all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Firm, for recording the Firm as the owner of such works at the Firm's cost and expense.

D Termination

1. Without Cause

1.1 During the Probation Period, the Firm may terminate this Agreement without assigning any reasons upon thirty (30) days prior written notice or payment of salary in lieu thereof, at the discretion of the Firm. Similarly, during the Probation Period you may also terminate this Agreement without assigning any reasons upon thirty (30) prior notice in writing or payment by you to the Firm of the salary in lieu thereof. In such an event and in addition to the thirty (30) days written notice or salary in lieu thereof, you shall also be liable to reimburse to the Firm any joining bonus/sign-on bonus paid to you by the Firm at the time of your joining the employment of the Firm.

1.2

Upon your confirmation, either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon sixty (60) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Firm. In case you have received or otherwise entitled to any joining bonus/sign-on bonus and, you exercise the option of terminating this Agreement within the period agreed as per your joining bonus/sign-on bonus letter, you shall be liable to refund to the Firm such joining bonus/sign-on bonus as paid to you by the Firm which shall be in addition to the sixty (60) days written notice or salary in lieu thereof or a combination thereof.

1.3 Additionally, in the event you exercise the option to terminate this Agreement as contained under the Paragraph D.1.1 and D.1.2 above, the Firm may relieve you from the date as the Firm may deem fit even before expiration of notice period without any liability to compensate you in connection with the unserved duration of your notice period. All other terms and conditions of this Agreement or applicable Firm policies including without limitation Code of Conduct shall apply to you in the aforesaid scenario of early relieving without any exceptions or concessions of any kind whatsoever.

1.4 Without prejudice to the Firm's right as contained in Clause 1.3, in case of termination of employment under Paragraph D.1.1 and D.1.2 above, you may be required to go on paid leave until the end of your notice period at the Firm's discretion, which may be adjusted against your leave entitlement, if any, that has accrued and not been taken.

1.5

With the exception as laid out in Paragraph D.1.4 above, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Firm shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

(i) found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Firm's business; or

(ii) found to have engaged in any other act or omission, inconsistent with your duties; or

(iii) found to have engaged in any breach of this Agreement, or the Firm Policy or lawful orders given to you by the Firm;

(iv) convicted of any criminal offence; or,

(v) found to have engaged in unauthorized absence beyond a period of seven (7) days.

2.2 Indemnity

You acknowledge and agree that you shall indemnify and keep the Firm indemnified at all times from all losses, costs, expenses and damages caused to or incurred by the Firm directly or indirectly due to any breach of the terms of your employment including the staff manual.

In addition to the above, in case of breach of any of the obligations relating to confidentiality intellectual property rights, the Firm will be entitled to obtain appropriate injunctive relief or other equitable remedies against you.

The above rights of the Firm are not the sole and exclusive remedy and are in addition to any other rights the Firm may have either under law or in contract or by operation of any other policy/document

2.3 Provisional Offer

This offer is subject to the successful completion of the academic course which you are currently pursuing. In accordance with the policy, this offer is conditional on receiving and being satisfied, with the background checks on your academic and professional qualification and experience, any criminal records and any judgments relating to debts or insolvency thereof.

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records any judgments relating to debts or insolvency and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated.

3. Leave Beyond Entitlement

If upon termination you have taken more leaves than your entitlement, you will be required to reimburse the Firm in

respect of the excess days taken and the Firm is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Firm.

4. Return of Property

4.1 For the purposes of this Paragraph D.4, Property means keys, mobile phone, computer equipment, security access cards, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

4.2 You shall promptly, whenever requested by the Firm and in any event upon receipt of notice of termination or termination of employment under this Paragraph D, deliver up to the Firm all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Firm.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Firm.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Firm on or before **08-Jun-2020**, failing which, this offer stands automatically withdrawn by the Firm without any further notice to you.

Yours Sincerely,
for KPMG

Madhu Menon
Senior Associate Director- Human Resources

ACCEPTED

By: **Anirban Mitra**

Date :

Start Date : _____

INDEPENDENCE REQUIREMENTS FOR NEW JOINERS

What is independence and why is it so important?

Do the independence rules apply to me?

When is my family subject to the rules?

What kinds of investments are prohibited for a ‘Member of the Firm’?

What kinds of loans are acceptable?

What Is Independence and Why Is It so Important?

Auditor Independence avoids interests and relationships that might impair objectivity. The SEC, PCAOB, IESBA, AICPA, ICAI and other regulators/oversight bodies have developed basic standards for determining independence. These standards apply to our audit clients.

Do the Independence Rules Apply to Me?

Independence rules apply to all employees, directors and partners of the firm. However not all of the rules apply to everyone; so it is necessary to understand the independence rules that apply to you.

Please note that all client-facing personnel in the Firm, their spouses and dependents are governed by the independence policies of the Firm that include restrictions on investments in, and loans to or from, restricted entities. Investments include shares, debentures, bonds, mutual funds, portfolio management schemes, etc. In addition you may have restrictions on other

financial interests with restricted entities on insurance policies, credit cards, loans, brokerage and bank accounts and spouse and dependent benefit plans. New Joiners should be in compliance with the Independence policies within 14 days of joining.

Two important technical terms identify those persons who need to maintain independence with respect to the Firm's clients. They are '**Member of the Firm**' and '**Covered Person**'. As you will see, all Covered Persons are also Members of the Firm, but all Members of the Firm may or may not be Covered Persons.

'Member of the Firm' - You are a Member of the Firm if you are a partner or a director or a client facing professional, including senior manager, manager or employee or any other professional who directly markets services, or who consults with an engagement team on a client-specific matter. This includes people who do not face clients directly but deal with client related data from afar. The only exception to these rules are staff who join Administration, Finance function etc. below the level of Director.

If you are a Member of the Firm you will be restricted from investing in, and receiving loans from or making loans to, restricted entities. Members of the firm may invest in mutual funds if they are not Covered Persons.

Please note that the term 'Member of the Firm' also includes your immediate family members (spouse and dependents). Details are under - **When Is My Family Subject to the Rules?**

'Covered Person' - You are a Covered Person with respect to a specific client if you (1) participate in the audit engagement, (2) are in the firm's **Chain of Command** with respect to the audit engagement; (3) are a partner, director or professional employee having managerial responsibilities who (a) has provided 10 hours or more of non-audit professional services to the audit client for

the period beginning on the date such services are first provided and ending on the date of the auditors' report on the financial statements for the fiscal year during which those services are provided, or (b) expects to provide any non-audit professional services to the audit client on a recurring basis; or (4) are a partner or client facing director in the same ' **office** ' in which the lead audit engagement partner primarily practices in connection with the audit engagement at an issuer level. The term 'Covered Person' also includes immediate family members, as explained in the section titled 'When Is My Family Subject to the Rules?' The Covered Person concept applies to bank accounts, brokerage accounts, insurance products, credit cards, housing and student loans, employment relationships of your family, investments of your spouse or dependents in their employee benefit plans of restricted entities, and investment in mutual funds.

When Is My Family Subject to the Rules?

If you are a Member of the Firm or a Covered Person, your spouse, spousal equivalent and dependents * , whether or not related, are also considered Members of the Firm or Covered Persons. These individuals are called ' **immediate family members** ' in the independence rules and they are subject to the same independence rules that apply to you. This means their investments, loans, all bank accounts, current and savings accounts, brokerage accounts, insurance policies, credit card balances, spouse or dependent employee benefit plans may affect your independence.

* Dependents are persons and/or their spouses who received more than 50% of their financial support in the past 12 months from you.

In certain instances your ' **close family members** ' —immediate family members plus your non-dependent parents, non-dependent children and siblings—are also subject to the independence rules. A close family member's employment with an audit client in an accounting role or a financial reporting oversight role, a material

and known investment in, or control of an audit client, may impair the Firm's independence.

What Kinds of Investments Are Prohibited For a 'Member of the Firm'?

As a Member of the Firm, you (and your immediate family members) generally may not own (or be committed to acquire) any direct or material indirect financial interest in a restricted entity. Examples of financial interests include equity and preference shares, debentures, bonds and deposits, shares in a mutual fund, partnership units, stock rights, options or warrants to acquire an interest in an entity, or rights of participation such as puts, calls, or straddles.

In addition:

- If you own or your immediate family member owns shares in a mutual fund that is an audit client or in a non-client mutual fund that is advised, sponsored, or managed by an audit client or a subsidiary of an audit client for which you are a Covered Person, you have a direct financial interest in that client, and that is prohibited.
- You are not permitted to join an investment club, or participate in a Portfolio Management Scheme. Similarly, you may not invest in controlled joint ventures or partnerships unless those entities follow the Firm's independence rules with respect to their investments.
- Beneficial interests in trusts and interests in retirement plans or stock option plans of former employers are subject to the restrictions applicable to financial interests.

What Kinds of Loans Are Acceptable?

If you are a Covered Person, you and your immediate family members may not obtain loans from SEC financial institution audit clients for which you are a Covered Person. However,

certain types of loans are permitted and other loans already in existence may be grandfathered. Personal loans from SEC audit clients of the Firm are not permitted for all Covered Persons. These loans cannot be grandfathered.

ANNEXURE 1
INDICATIVE COST-TO-FIRM PLAN

Anirban Mitra
KPMG

Cost-To-Firm Category	Monthly (in INR)	Annual (in INR)
i) Basic Salary	27083	325000
ii) Flexible Compensation	23833	286000
iii) Employer Contribution to Provident Fund	3250	39000
a) Fixed Compensation along with Employer's Contribution to Provident Fund (2019-20) (i+ii+iii)	54166	650000
a) Gratuity	1302	15625
b) Insurance Premium		14854
Total Cost to Firm (2018-19) (a+b+c)		680479

Employee Contribution to Provident Fund will be deducted as per the Employee's Provident Fund & Miscellaneous Provisions Act, 1952, subject to your entitlement and the policy of the Firm in that regard. Gratuity will be paid as per applicable rules.

You may be entitled to a performance bonus as per the Firm policy. The Firm is under no obligation to operate a bonus scheme and any payment of bonus to you is solely at the Firm's discretion.

OTHER BENEFITS

INR 300000

Group Medical Insurance: Your family and you are covered to the extent of

Group Personal Accident Insurance: You are covered to the extent of INR 6000000


Group Term Life Insurance: You are insured to the extent of INR 1500000

Group Term Life in Lieu of EDLI Policy: Covered

On your joining the Firm you may refer to the Staff Manual for further details on the benefits that are available to you.

Kindly refer to Annexure 2 for a breakup of Flexible components you can choose from..





ANNEXURE 2



Cost-To-Firm Structure		
Indicative Components:		
		Associate Consultant
A	Basic Salary	50% of Fixed Compensation and amount of Employer's Contribution to Provident Fund
B	Provident Fund	Subject to your entitlement and the policy of the Firm, Employee's Contribution towards Provident Fund will be deducted from the compensation of the employee as per the Provision of the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 and an equivalent amount as indicated in Annexure 1 will be deposited as the Employer's Contribution.
The balance of Fixed Compensation can be structured using the following options:		
		Associate Consultant
C1	House Rent Allowance	
	<p>If an employee wants to avail house rent allowance, the employee should ensure the compliance of the following:</p> <ol style="list-style-type: none"> 1. The employee should furnish a lease deed duly executed by the landlord and tenant, properly witnessed, stamped and notarized. If the period of lease deed is for 12 months or more, it should be registered under the Registration Act. 	

2. The employee should also provide proper rent receipts issued by the lessor, which should be properly stamped and signed.
3. The employee should provide PAN of landlord in case monthly rent is more than equal to Rs 8,333/- or Rs 1,00,000/- per annum. (This is as per law)
4. The address of the employee given to the Firm and as per the lease deed should be the same.
5. Monthly Rent Paid:

Rent Paid	Requirement
More than or equal to Rs. 20,000/-	<ol style="list-style-type: none"> 1. Cheque no., cheque date along with Bank Name 2. Incase of direct bank transfer, bank payment details such as beneficiary bank a/c no., payment date and payment ref. no. alongwith Bank statement 3. PAN of landlord <p>All above three are mandatory to be mentioned on rent receipts.</p>

		Associate Consultant
C2	Car Lease Rentals/Insurance	X
	-	
		Associate Consultant
C3	Smartphone Purchase	X
	-	
		Associate Consultant

C4	Car Reimbursements	X
	Fuel	NA
	Maintenance	NA
	(Maintenance to include services, repairs, parking charges, toll tax, Car accessories & driver salary is not allowed)	
		Associate Consultant
C5	Leave Travel Allowance	
	Exemption as per IT Rules. Appropriate proof (Original tickets in case of Rail journey; Original ticket and boarding passes in case of Air-Travel) along with payment proof to be submitted. During the period of LTA, the employee needs to be on approved leaves. (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C6	Children's Education Allowance	
	Exemption as per IT Rules.	
		Associate Consultant
C7	Expenses in pursuit of Education	
	Subject to prior approval of Performance Manager. Exemption as per IT Rules. Maximum Rs 20,000/- p.a.	
		Associate Consultant
C8	Home landline/ Mobile bill reimbursements	
		Rs 20,000/- p.a.
	Bills inclusive of all taxes including service tax. The landline / mobile bill has to in employee's name in order to get the	

	benefit. (Prepaid is not allowed) (For more details, please refer CTC reimbursement policy under Expense Policies)	
		Associate Consultant
C9	Meal Vouchers	
	Meal vouchers up to a maximum of Rs 15,000/- p.a. for all employees.	
		Associate Consultant
C10	Purchase of computer at home	
	Rs 1,00,000/- p.a. for all employees and one purchase is allowed for a period of 36 months. (For more details, please refer CTC reimbursement policy under Expense Policies)	



Offer: Computer Consultancy
Ref: TCSL/DT20184997101/Kolkata
Date: 25/02/2019

Mr. Rishov Halder
49West Ghosh Para Road,
Roy Studio,
Bhatpara-743123,
West Bengal.
Tel# 91-9830382098

Dear Rishov Halder,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Graduate Trainee** in Grade **YG**. Your gross salary including all benefits will be **₹1,93,158/-** per annum, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 48 hours, this offer is liable to lapse at the discretion of TCS this offer will be automatically withdrawn.

After you accept this offer you will be issued a joining letter indicating the details of your joining date and initial place of posting. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

TCS Confidential
TCSL/DT20184997101

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Building 1A, EcoSpace, Plot - IIF/12, New Town, Rajarhat, Kolkata-700156, West Bengal, India

Tel: 91 33 6688 1000 Fax: 91 33 6636 6001 Website: www.tcs.com

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

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



COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹7,100/- per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

Your HRA will be ₹2,840/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

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

3. Personal Allowance

You will be eligible for a monthly personal allowance of ₹1,400/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,500/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

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

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

2. Higher Hospitalisation

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

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

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

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the

TCS Confidential

TCSL/DT20184997101

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Building 1A, EcoSpace, Plot - IIF/12, New Town, Rajarhat, Kolkata-700156, West Bengal, India

Tel: 91 33 6688 1000 Fax: 91 33 6636 6001 Website: www.tcs.com

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

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



benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Loans

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

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

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

Professional Memberships

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

RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 50% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

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



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

2. Disclaimer

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

3. Training Period

Continuous Learning is a way of life in TCSL and forms a critical part of your employment with TCSL. On joining TCSL, you will be given the opportunity to undergo our Initial Learning program (ILP). This formal learning will add value to you as a professional and help you to excel in your career.

Formal assessments will be carried out during your learning period. The weighted average of these evaluations will be a major component of your first appraisal.

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

You may please note that in the event of your performance during the ILP falling short of the required standard, TCSL reserves the right to either extend your ILP or terminate your services. You will be confirmed at the end of twelve months from the date of joining TCSL. This confirmation will be communicated to you in writing.

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

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



4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

9. Confidentiality Agreement

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

10. Service Agreement

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



11. Overseas International Assignment Agreement

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

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

12. Terms and Conditions

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

13. TATA Code of Conduct

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

14. Notice Period

In an event if the traineeship is discontinued/terminated no notice or payment in lieu thereof shall be payable by TCSL. Upon Confirmation, during your tenure with TCSL, either you or TCSL can terminate the appointment by giving 90 calendar days' written notice or three months' basic salary in lieu of the notice. If your services, behavior and/ or performance are not found satisfactory at any point in time during your employment, TCSL may terminate your services by giving notice as mentioned herein above.

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

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



15. Retirement

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

16. Pre-employment Medical Certificate

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

17. Employment of Non Indian Citizens

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

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

19. Submission of Documents

At the time of your joining, photocopy of the following documents should be submitted.

- Permanent Account Number (PAN) Card
You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Diploma certificate and mark sheets of all semesters
- Degree certificate and mark sheets for all semesters
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
- An affidavit/notarised undertaking stating:
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - *If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.



Please note that failure to produce the prescribed set of documents before completion of your Initial Learning Program would entitle TCSL to withdraw this offer letter.

20. Initial Training Programme

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Programme) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

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

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

23. Compliance to all clauses

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



Withdrawal of Offer

If you fail to accept the offer from TCSL within 48 hours, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



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



GROSS SALARY SHEET

Annexure 1

Name	Rishov Halder
Designation	Graduate Trainee
Institute Name	Ashutosh College, University Of Calcutta

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	7,100	85,200
Bouquet Of Benefits #	5,332	63,980
2) Performance Pay		
Monthly Performance Pay	1,500	18,000
3) Annual Components/Retirals		
Health Insurance***	NA	4,000
Provident Fund	852	10,224
Gratuity	341	4,098
ESI Contribution##		7,656
Total of Annual Components & Retirals	1,194	18,322
Retention Incentive	NA	0
TOTAL GROSS	15,126	1,93,158

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

##Contribution towards Employees' State Insurance borne by TCS.

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

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

Component Category	Monthly	Annual
House Rent Allowance	2,840	34,080
Leave Travel Assistance	592	7,100
Food Card	500	6,000
Personal Allowance	1,400	16,800
GROSS BOUQUET OF BENEFITS	5,332	63,980



Annexure 2

Regional Offices

<p>Ahmedabad Lead -Talent Acquisition Tata Consultancy Services Infocity, Info Tower 1, 5th Floor, Airport Road, Gandhinagar - 382 009 Tel: 079 - 66712600 Fax: 079 - 66712601</p>	<p>Bangalore Lead -Talent Acquisition Tata Consultancy Services VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore – 560 066 Tel: 080 – 67247000 Fax: 080 - 28410114</p>
<p>Chennai Lead- Talent Acquisition Tata Consultancy Services 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai - 600 119, Tamil Nadu, India Tel: 044 - 66162222/62194/62195 Fax: 044 - 66162555</p>	<p>Delhi Lead-Talent Acquisition Tata Consultancy Services 5th Floor, PTI Building, 4, Parliament Street, New Delhi - 110 001 Tel: 011 - 66506555 Fax: 011 - 23311735</p>
<p>Hyderabad Lead-Talent Acquisition Tata Consultancy Services Deccan Park, No. 1 software Units Layout, Madhapur, Hyderabad - 500 081 Tel: 040 - 66672000 Fax: 040 - 66672222</p>	<p>Kolkata Lead-Talent Acquisition TATA Consultancy Services ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3. Action Area - II, New Town, Kolkata - 700 156, West Bengal. Tel: 033 - 6653 0000 Fax : 033 - 6653 0003</p>
<p>Lucknow Lead -Talent Acquisition Tata Consultancy Services 1\1, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010 Tel: 0522 - 6661001 Fax: 0522 - 6661001</p>	<p>Mumbai Lead-Talent Acquisition Tata Consultancy Services Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane(West), 400601 Tel: 022 - 67782000/2222 Fax: 022 - 67782190</p>
<p>Pune Lead-Talent Acquisition Tata Consultancy Services Niyati Tiara, Ground Floor, S.No 103/A/1/129, CTS 1995, Nagar Road, Yerwada, Pune - 411 006 Tel: 020 – 66087777 Fax: 020 - 66087107</p>	<p>Thiruvananthapuram Lead - Talent Acquisition Tata Consultancy Services Peepul Park, Technopark Campus Karyavattom p.o. Thiruvananthapuram - 695 581. Tel - 0471- 2519400 Fax - 0471- 2519499</p>



Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Retainer/Consultant's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines

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

7. Restriction on Retainer/Consultant's Rights

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

8. No License

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



9. Equitable Rights

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

10. General

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

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

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

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



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

(f) The obligations of the Retainer/Consultant in terms of this Confidentiality clause shall continue during the term of or in the course of the Retainer/Consultant-ship of the Retainer/Consultant with TCS and shall continue thereafter in perpetuity.

11. Non-Compete

The Retainer/Consultant acknowledges that he/she is required on behalf of TCS to provide service to, or solicit business from various clients of the TCS (each such client herein after referred to as Customer). The Retainer/Consultant agrees that for a period of 6 (Six) months following the expiry or early termination of his/her Retainer/Consultant-ship with the TCS for any reason, will not accept any offer of employment / Retainer / Consultant-ship from any Client or Competitor of TCS, where he/she had worked in a professional capacity with Client projects during the course of his / her Retainer / Consultant-ship with TCS.