



Sri Saraswati Vidya Prasarak Mandal's

Smt. P. K. Kotecha Mahila Mahavidyalaya

Bhusawal- 425201 (Dist. Jalgaon, M.S.)

श्रीमती पी. के. कोटेचा महिला महाविद्यालय,

भुसावळ - 425 201 (जि. जळगाव, महाराष्ट्र)

NAAC Accredited Grade B+ (3rd Cycle)

"Enrichment of Women through Quality Higher Education for Better Society and Stronger Nation"



Website : www.pkkotecha.org
E-mail : pkkotechamvb@yahoo.com
Telephone : 02582-295001
Direct : 02582- 222925

Dr. Mangala A. Sabadra
Principal
M. Com, M. Phil. Ph.D
Mob.9422949494

Number of Student Placed

2020-21

Sr. No.	Name of student who has been placed	Name of the employer with contact details
1	Vaishnavi Sanjay Dhabhade	TCSL, Vikroli West Mumbai-400079
2	Pratika Raghunath Mali	Tech Mahindra Limited Info city,Hitech City Layout Madhapur,Hydrabad-500081
3	Nandinee Ajay Khothalkar	Wipro Enterprises Private Limited, 5th floor,Godrej Eternia ,C-Wing Shivaji Nagar,Old Pune-Mumbai Road,Pune-411005

Principal



Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20206324310/Mumbai/BPS/BTN
Date: 29/01/2021

Ms. Vaishnavi Sanjay Dabhade
Plot No 42
Ramyakamal
Tapi Nagar
Bhusawal-425201
Maharashtra
Tel# 91-7057637936

Dear Ms. Vaishnavi Sanjay Dabhade,

Sub: Letter of Offer and Terms of Traineeship

Thank you for exploring training opportunities with **Tata Consultancy Services Limited(TCSL)**. You have successfully completed our initial selection process and we are pleased to make you an offer as "Trainee BPS" for a period of 12 months. During this period you will be paid a stipend of Rs. **13,750/-** per month. You will be engaged as a Trainee / Apprentice under the model / certified Standing Orders (as the case may be) applicable to you.

Kindly confirm your acceptance of this traineeship by proposing your date of joining and signing Annexure 1. If not accepted within 7 days of receipt, this offer is liable to lapse at the discretion of the Company. You may handover your acceptance letter to the HR Officer/ Induction Officer at any of our offices.

After you accept this letter of traineeship and clear the medical check-up, and background check you will be given a letter of appointment as a trainee indicating the details of your joining date and initial place of posting after completing joining formalities as per company policy.

TCS decision of releasing the Offer of Traineeship and allowing you to join the organization before completion of your final Graduation examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the condition specified in the Terms of Traineeship under clause 'Pre-requisites of Traineeship'. The status of your Graduation completion will be reviewed periodically. The Management reserves the right to revoke this Offer of Traineeship if it is later established that you could not successfully complete your Graduation without any pending arrears/backlogs.



OTHER BENEFITS

1. Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS). You are automatically covered under a default HIS Plan.

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax, in which case the below benefits can be availed:

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the plan applicable.

i. Base Cover Premium: Towards Domiciliary and Base cover for self, spouse and up to 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.

ii. Floater Cover Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail. For further details, please refer to the policy document

2. Professional Memberships:

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

3. Social Security - Employees' State Insurance:

The company will contribute 4.75% of your stipend or such amount as determined by law towards ESI contribution till you remain covered under Employee's State Insurance Act, 1948.

4. Compensation Benefits under ESI Act / Employees' Compensation Act:

Till you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of Traineeship, from Employees' State Insurance Corporation.

When you will be out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of Traineeship as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial. For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance.

5. Night Shift Stipend:

Trainees assigned to night shifts for training would be eligible for a Night Shift Stipend of Rs. **200/-** per shift as per the company policy.



6. Process Specific Stipend:

Based on your allocation, to a process and on account of the process complexity involved, you may be eligible for additional process specific stipend, as defined by the Company.

TERMS OF TRAINEESHIP

1. Traineeship Pre-requisites

Your appointment as a Trainee / Apprentice under the model / certified Standing Order will be subject to successful completion of your graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation your traineeship with TCSL will be discontinued without any notice or notice pay

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

2. Traineeship Period:

During the period of your training of 12 months, you may be required to undergo classroom and on the job training. During this period, you may be appraised to evaluate your performance and if your performance is found to be satisfactory, you may be absorbed / appointed in the regular employment of the Company at its sole discretion.

It is hereby specifically clarified that the Company is under no obligation whatsoever to absorb / appoint you on regular basis upon successful completion of your training period of 12 months. You shall not be deemed to have been absorbed / appointed in the regular employment of the company, unless & until you receive a written communication in this regard from the Company.

If your performance is found unsatisfactory, TCSL may terminate your traineeship forthwith by giving you 30 calendar days' notice in writing or payment of stipend for 30 calendar days in lieu thereof.

If you remain on unauthorized absence for a consecutive period of 3 days during the training programme without authorisation or intimation, a presumption shall arise that you have abandoned your traineeship and the company shall be entitled to disqualify and disentitle you forthwith for any further training and your name is liable to be automatically stand discontinued from the list of ILP trainees without any further intimation / separate communication to you.

3. Hours of Training:

You may be required to undergo training in shifts and / or in extended training hours as permitted by law.

4. Leave:

You will be entitled for leaves as per the company's policy.

5. Transport:

TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Alternative Occupation / Traineeship:

During the period of your traineeship at TCSL, you are not permitted to undertake any other traineeship, employment, business, assume any public or private office, honorary or remunerative, without the prior written



permission of the company.

7. Confidentiality, Data and Intellectual Property Protection:

As part of the joining formalities, you are required to sign a Confidentiality, Data and IP Protection Terms, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

8. 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 a trainee of TCSL.

9. Notice Period:

You will have to give at least 30 calendar days' prior notice in writing before discontinuing your traineeship with the Company. The Company may discontinue your traineeship by giving you 30 calendar days' notice in writing or payment of stipend for 30 days in lieu thereof.

10. Medical Test:

You are required to undergo a pre-Traineeship medical check-up and obtain a fitness certificate from the registered medical practitioner/Doctor. This is a pre-condition for Traineeship. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport, PAN card, Election Card, Driving License etc. If you are a campus recruit, you may produce your current educational institute's photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of Traineeship. The company also reserves the right to get yourself examined by a doctor at any time during your Traineeship and further employment (if absorbed in Regular Employment) to ascertain your medical fitness. The opinion of the doctor appointed by the company shall be final and binding on both parties. Your failure, refusal or inability to appear for such medical examination will result in the determination of your Traineeship or Employment as the case may be without any notice or notice pay in lieu of notice.

Your Traineeship or further Employment (if absorbed in Regular Employment) is liable to be discontinued / terminated on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

11. Background Check:

Your traineeship will be subject to a background check in line with the Company'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 checks are unfavorable or at a variance with your own declarations, your traineeship will be discontinued without any notice.

12. Submission of Documents:

At the time of your joining traineeship, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
 - Degree certificate and mark sheets for all semesters
 - Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
 - Birth Certificate / Proof of Age
 - Passport
 - 6 photographs - passport size
 - An affidavit / notarised undertaking that there is no criminal offence registered/pending against you.
- Your original documents will be returned to you after verification.



13. Initial Learning Programme (ILP)

On joining TCSL as Trainee, you will be given the benefit of formal & on the job training ("Initial Learning Programme") at the location, as identified, for such a period as TCSL may decide. The said training programme forms a critical part of your traineeship and is an ongoing process. TCSL continues to make investment on training and development of its trainees. This will be of immense value to you and a large part of 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. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

14. Letter of Appointment

You will be issued a letter of appointment on your joining and after completing joining formalities as per TCSL policy

15. Personal Data Processing:

Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

16. Terms and conditions:

The above terms and conditions of traineeship are specific to your traineeship period in India.

17. Rules and Regulations of the Company:

Your traineeship will be governed by the policies, rules, regulations, practices, processes and procedures of the Company as applicable to you and the changes therein from time to time.

18. Compliance to all clauses:

You will be required to fulfill all the terms and conditions mentioned in this letter of offer of traineeship. Any failure to fulfill any term and /or condition and/or failure to clear any test successfully would entitle TCSL in withdrawing this letter of traineeship at its sole discretion.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the Traineeship 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 sole discretion of TCSL .

We look forward to having you in our global team.

Yours Sincerely,

For **Tata Consultancy Services Limited.**

K Ganesan
Global Head Talent Acquisition & AIP



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

Encl: Annexure 1: Acceptance
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms



ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received the letter of offer and Terms of Traineeship ref No **TCSL/DT20206324310/Mumbai/BPS/BTN** on _____ (MMM/DD/YYYY).
I hereby accept this Offer and intend to join traineeship on:

Signature:

Name:



Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any 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 TCS. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by



TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

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

5. Use of third party material

Associate expressly agrees that Associate 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;

a) 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.

b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;

i) Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii) TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity

6. Security policies and Guidelines.

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

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained,



acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

- (a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;
- (b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;
- (c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");
- (d) promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS's prior written consent;
- (e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;
- (f) upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and
- (g) promptly bring to TCS notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS's obligations hereunder.

7. Restriction on Associate's Rights

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

8. No License

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

9. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality, Data and IP Protection Terms by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat



thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

10. General

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

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, 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, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

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

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

(e) This Confidentiality, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

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

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on _____ .

Name:

Address:

Signature:

Date:



Tech Mahindra Limited
Info city, Hi-tech City Layout
Madhapur, Hyderabad 500081, India
Tel: +91 40 30636363
Fax: +91 40 23117011
techmahindra.com
Registered Office:
Gateway Building, Apollo Bunder Mumbai
400 001

Ref:817168/1893457/Permt

Date: 14th June,2021

Pratika Raghunath Mali
Near Hanuman Mandir
Pune, Maharashtra
Phone No: 7741843974

Subject - Offer of Appointment

Dear **Pratika Raghunath Mali**,

It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Customer Support** on **U1** band, operating out of our **Pune** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 190000 (Rupees One Lakh Ninety Thousand Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **15th June, 2021** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Pooja Solankar** at **12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, Plot No. 01, Rajiv Gandhi Infotech Park, Phase-3, Hinjewadi, Pune SEZ, Pune - 411057**. At the time of joining, you are expected to carry originals of the documents as per **Annexure - D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Pooja Solankar** latest by **15th June, 2021**.

Tech Mahindra Limited

Info city, Hi-tech City Layout
Madhapur, Hyderabad 500081,India
Tel: +91 40 30636363
Fax: +91 40 23117011
techmahindra.com

RegisteredOffice:
Gateway Building, Apollo Bunder Mumbai
400 001

9. For any clarification / further Informationon-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: SM00592470@TechMahindra.com)

For Tech Mahindra Limited



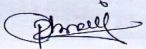
Mukul Sah
Group Function Head (Support) – Human Resource

Encl: **Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

Accepted

Date:15/06/2021

Signature ofCandidate:



Annexure – A

NAME	Pratika Raghunath Mali
TITLE	Associate Customer Support
BAND	U1
LOCATION	Pune
COMPONENTS	Per Annum (All figures in Indian Rupees)
BASIC (@30% OF TOTAL FIXED PAY)	59763
HRA (@50% OF BASIC)	41834
CONVEYANCE ALLOWANCE	19200
BONUS / STATUTORY BONUS	11953
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	7172
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)	5432
PERSONAL PAY	25398
TOTALFIXEDPAY(A)	170751
TOTALVARIABLEPAY..... (B)	8987
ADDITIONALBENEFITS (C)	10262
GRATUITY	2875
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	7387
TOTAL COSTTOCOMPANY (D) = (A) + (B) +(C)	190000
Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -	
i) * Performance Incentive would be payable to you on your Go Live date as per company Policy.	
ii) Insurance	
a) Group Term Life Insurance (GTLI) Coverage: You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of Rs. 20 lakhs to the beneficiary on the unfortunate death of the associate	
b) Hospitalization coverage: You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of Rs. 3 lakhs (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be Rs. 2 lakhs.	

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c) Group Personal Accident Insurance (GPAI) coverage: You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

iii) *Payment of Bonus : The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

iv) Company Transport:

- In the event of your availing Company provided transport to commute to and from office, deduction will happen from your salary as per applicable policy

Notes:

a) The Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement.

b) Performance Incentive would be subject to Tax deduction as per Income Tax Act.

c) The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,
For Tech Mahindra Ltd.**

Accepted by: Pratika Mali



**Mukul Sah
Group Function Head (Support) – Human Resource**

**Location: Pune
Date : 15/06/2021**

Annexure – B

1) Employment Agreement

a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data– By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

e) Non-Solicitation /Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this

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Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- (i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- (ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- (iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- (iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- (v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

f) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and

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- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.
- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

g) Confidentiality /Non-Disclosure

- a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.
- b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

h) Non-Disparagement Obligations

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

- (a) Either party can terminate this employment by serving a notice of **30** days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited. may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- (b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- (c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- (e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

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- (f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to terminate your services as per the procedure mentioned in **Clause 3(a)** herein above on the grounds of misrepresentation of facts.
- (g) In addition to The Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining The Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be subject to specific written confirmation from The Company. The Company at its sole discretion reserves the right to terminate your employment as mentioned in **Clause 3(a)** or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, The Company shall be entitled to take such other action at any time as it may deem fit.
- (h) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by The Company or a third party agency engaged by The Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate your employment as per the procedure mentioned in **Clause 3(a)** herein above and/or revoke your appointment with The Company, without further reference in the matter.

4. Statement of Facts

- (a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.
- (b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

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You are required to comply with all the policies of the Company including but not limited to the Code of Ethical Business Conduct, the Policy on Prevention of Sexual Harassment and such other policies, as communicated to the associates of Tech Mahindra from time to time. In case of any violation or failure to comply with such Company Policy/policies, the Employee shall be subjected to the disciplinary action as per company policy. These policies are available on Tech Mahindra's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Tech Mahindra's policies. Tech Mahindra reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Tech Mahindra Limited. You understand and accept that you shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

7. Restraints**Access to Information**

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

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Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

(i) You shall use The Company's resources only for official purposes as per the applicable Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop. Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

(iii) You shall access only those web sites, which are relevant to your work at hand.

(iv) You shall not use any company resource for hacking or other unethical / illegal activities.

(v) You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

8. Overseas Service Agreement

As The Company will be spending substantial amount of time and money for your deputation /secondment abroad, you may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. (This agreement will consist, inter alia, of issues



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like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving The Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

10. Jurisdiction

Even though The Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in **Mumbai** only.

11. Retirement

Your services with the Company will come to an end immediately upon your attaining the age of retirement as per the then prevailing policy of the Company. For the purpose of determining this, the age recorded with The Company shall be considered as final and conclusive.

Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.


12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of The Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy of payment of overtime.

14. You shall provide details regarding the utilization of your time by entering the same into Tech Mahindra Limited's electronic timesheet system on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Tech Mahindra Limited's timesheetsystem.
15. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize The Company or any external agency through Tech Mahindra Limited to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining The Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest order.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure – B and I hereby accept and agree to abide by them. I am also required to fill the EMPLOYMENT VERIFICATION FORM, complete in all respects and bring it along with all the other documents / testimonials as required (Annexure D) at the time of joining.

Name in full : Pratika Raghunath Mali
Signature : 
Address : House holder Name:- Vyankatesh kulkarni
606, Sai sanskar Residency, near ganesh mandir, newale wasti, chikhali 411062
Date : 15/06/2021
Place : Pune

Annexure- C - Medical Declaration

MEDICAL DECLARATION FORM

Applicant ID (To be filled by HR)		Associate ID (To be filled by HR)	
-----------------------------------	--	-----------------------------------	--

First Name:	<input type="text" value="Pratika"/>	Last Name:	<input type="text" value="Mali"/>
Gender: Male / Female	<input type="text" value="Female"/>	Date of birth (DD/MM/YYYY)	<input type="text" value="14"/> <input type="text" value="06"/> <input type="text" value="1999"/>
		Blood Group	<input type="text" value="o+"/>

Candidate's Medical History:

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?		NO	
Can you readily distinguish between the pigmentary colors?		NO	
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?		NO	
Do you have any physical deformity / handicap?		NO	
Do you have any congenital disorder / abnormality?		NO	
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?		NO	
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?		NO	
Have you ever been disqualified on medical grounds from any previous employment opportunity?		NO	

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Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?	<input type="checkbox"/>	<input checked="" type="checkbox"/> <u>NO</u>	
Have you had any form of critical illness or operation in the last two years?	<input type="checkbox"/>	<input checked="" type="checkbox"/> <u>NO</u>	
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?	<input type="checkbox"/>	<input checked="" type="checkbox"/> <u>NO</u>	

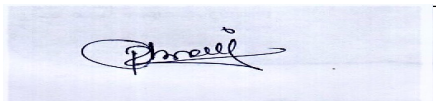
Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)

<input type="checkbox"/>	Heart Attack	<input type="checkbox"/>	Diabetes
<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	Stroke
<input type="checkbox"/>	Night Blindness	<input type="checkbox"/>	Valve Disorders
<input type="checkbox"/>	Asthma	<input type="checkbox"/>	Slipped disc
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:



Name:

Pratika Raghunath Mali

Date:

15/06/2021

(DD/MM/YY)

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Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, along with 1 copy of each.

- (a) Certificates supporting your educational qualifications along with marksheets
- Xth Certificate & marksheets
 - XIIth Certificate & marksheets
 - Degree Certificate & Semester/year-wise marksheets
 - Master's Certificate & Semester/year-wise marksheets
 - Diploma/PG Diploma Certificate & Transcripts
 - Any other Certificate with supporting documents – if any
- (b) Your relieving letter from your present organization
- (c) Service Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of Tech Mahindra Limited's offer of appointment duly signed.
- (e) Two passport-sized color photographs with white background.
- (f) Valid Passport
Please submit copy of the valid Passport (inclusive of all blank pages). In case you have applied for it, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.
- (g) PAN Card and Proof of PAN Number
You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities.
- (h) Aadhaar Card
You MUST carry and provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgement as issued by the authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

Annexure E - Confidentiality Agreement

I understand that during my employment with Tech Mahindra Limited., I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement "Tech Mahindra Limited. I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computers /software programs and associated documentation and material which are propriety to Tech Mahindra Limited or which Tech Mahindra Limited. is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra Limited's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that:
 - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra Limited and I shall regard it as confidential and secret information.
 - The confidential information is the property considered to be the trade secrets of Tech Mahindra Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Tech Mahindra Limited.
 - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra Limited.
 - I will not, during and after my employment at Tech Mahindra Limited., publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra Limited. to receive such information.
 - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra Limited. Officials or the expressed written authorization of the third party owner.
 - Upon termination of my employment with Tech Mahindra Limited., or at any other time at Tech Mahindra Limited. request, I agree to return promptly to Tech Mahindra Limited., all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra Limited which in any way were obtained by me during my employment at Tech Mahindra Limited .which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra Limited. upon termination of my employment.

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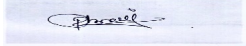
- This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra Limited.
- IF any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name:

Pratika Raghunath Mali

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Signature:



Date :

15/05/2021

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Annexure - F - Intellectual Property Assignment

Associate Name:

Associate ID:

Date:

In consideration of my employment with Tech Mahindra Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Tech Mahindra Limited I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra Limited to secure to Tech Mahindra Limited, its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra Limited.

WITNESSED

ACCEPTED



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Tech Mahindra Limited

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Annexure – G

Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non- Solicitation

In consideration of my employment "Tech Mahindra Limited", and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra Limited I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra Limited during the term of my employment with Tech Mahindra Limited either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. Actions Required on Termination: Upon termination of my employment at Tech Mahindra Limited whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra Limited.), I shall return to Tech Mahindra Limited all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Tech Mahindra Limited or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer Tech Mahindra Limited I also agree to keep the contractual relationships of Tech Mahindra Limited with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the



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names, addresses, or special requirements of Tech Mahindra Limited's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

a. Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra Limited before making any disclosure of information covered by this Agreement.

b. Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra Limited in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra Limited has had the opportunity to prevent or limit such disclosure.

c. In the event of a breach or threatened breach of this Section 4 by Associate, Tech Mahindra Limited shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra Limited to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendente lite injunctive relief.

d. In the event that Tech Mahindra Limited shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra Limited any costs and attorneys' fees reasonably incurred by Tech Mahindra Limited in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. Ownership of Work Product: Tech Mahindra Limited shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra Limited or any research or development conducted by Tech Mahindra Limited I agree to assign, disclose and deliver to Tech Mahindra Limited as Tech Mahindra Limited's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra Limited may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.



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6. Partial Restriction on Post-Termination Competition:Background. Tech Mahindra Limited expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra Limited's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra Limited's customers or competitors may attempt to cause me to leave Tech Mahindra Limited and wrongfully gain the benefit of Tech Mahindra Limited's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Tech Mahindra Limited's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra Limited believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra Limited's interest, giving due regard to both my interests and the interests of Tech Mahindra Limited .

7. Covenant Not To Compete.I hereby covenant and agree as a part of and ancillary to this Agreement that for the 12 months period following the termination of my employment with Tech Mahindra Limited (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra Limited for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra Limited provided, however, that this restriction shall apply only to customers of Tech Mahindra Limited with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra Limited within the two year period preceding the date my employment with Tech Mahindra Limited ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest.

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either associate, agent or consultant, with any customer of Tech Mahindra Limited's for which I am providing services on behalf of Tech Mahindra Limited that are competitive with the products and services available to the client from Tech Mahindra Limited provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Limited associate; or (2) induce or solicit any associate of Tech Mahindra Limited to seek or obtain such employment with a customer of Tech Mahindra Limited This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra Limited's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra Limited's business

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interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

8. Compliance Not Contingent Upon Additional Consideration: I understand and acknowledge that the wages, compensation, benefits training and experience that Tech Mahindra Limited. provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. Damages and Remedies: I acknowledge and agree that if I violate this Agreement, Tech Mahindra Limited may take legal action against me as follows: (1) Tech Mahindra Limited. may take legal action in the court specified below in Paragraph 14 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable injury to the business, good will, client relations and proprietary information of Tech Mahindra Limited., an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Tech Mahindra Limited. shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

10. Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain in force to the extent permitted by law.

11. Entire Agreement: This Agreement reflects the full and complete agreement between myself and Tech Mahindra Limited. on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by subsequent writing, signed by myself and an authorized officer of Tech Mahindra Limited.

12. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra Limited. (Together with their successors and assigns).

13. Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

14. Choice of Forum: The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.



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In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra Limited. For liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra Limited. Would incur upon such breach.

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Executed this _____ day of _____, 20____

Signature _____

Pratika Raghunath Mali

Name of Candidate

For and on Behalf of
Tech Mahindra Limited

Mukul Sah
Group Function Head (Support) – Human Resource



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Annexure – H

PROOF OF ACCEPTANCE OF
Code of Ethical Business Conduct (CEBC)
And
Statement of Policies and Procedures for Preventing Insider Trading

To
Tech Mahindra Ltd.
Date of Joining: 15/06/2021
Dear Sir/Madam,

Pratika Raghunath Mali Associate Id No 1893457

(Associate) of Tech Mahindra Ltd, do hereby state to have read and accepted that Tech Mahindra Code of Ethical Business Conduct (CEBC) and Statement of policies and Procedures for Preventing Insider Trading. In Company website (www.techmahindra.com >> Investors >> Overview),

I have read and fully understood the above stated code of conduct and Ethics for directors and Associates and Statement of Policies and Procedures for preventing Insider Trading and shall abide by the policies, procedures and Principles contained therein.

I understand that any misinterpretation and /or false understanding given herein may attract penalties as laid down under the policy.

Authorized Signatory (HR) Signature of the Associate
Name:

Dear **Nandinee Ajay Kothalkar** ,

With reference to the interviews you had with us, it gives us great pleasure to inform you that we have found you suitable for an opportunity with **Wipro** Limited. You shall be designated as a Associate under the WSM General Stream stream and will form a part of the **Career Band AA** in the organization.

Based on the feedback and **Wipro** Limited norms, your relevant experience has been taken as 0 months. Your Annual gross salary shall be **IndianRupee220000 per annum**.

The break-up of the gross salary and other benefits as per company policy are noted below. Please click on the link "Acceptance Link" to acknowledge the receipt of this email and its terms.

Offer Break up

Component	Value
Basic	88,000
HRA	44,000
Employee Engagement Bonus	17,600
WBP	44,047
PF	15,826
Gratuity	4,233
ESIC	6,294