



HR-SSC/Offer/21-22/283388

17-Jun-2021

Hemanth V
Hyderabad

Dear **Hemanth**,

We are pleased to offer you the position of Engineer - Software Development at B2-1 band. Your base location will be Chennai-JTP with effect from your joining date i.e. 01-Jul-2021. In case you need to alter the joining date request you to contact your recruiter immediately and your new joining date will be updated in the Company records. You shall be able to self-generate the appointment letter post your joining (for original / new joining date).

The other terms and conditions of your employment shall be as per enclosed annexure(s) that form part of this offer letter.

Mandatory Requirements:

- Ensure to return a digital copy of this letter as an acceptance of the offer within 2 working days of receipt of the offer letter release it will automatically stand withdrawn in absence of completion of the following within the Offer Period.
- You will soon receive a notification from the onboarding system once you accept the offer to complete mandatory documentation online
- This offer of appointment is conditional to positive clearance of background and reference check. You will receive notification email with a link directly from our background screening partner to complete few details on their portal and upload documents.
- Ensure you complete your online Onboarding formalities within 2 days of the onboarding welcome notification received else your joining will get deferred.

Induction Process – As part of your joining activity you need to complete the Induction Program. You will be getting Induction invite from Global Onboarding team with the details of the schedule prior to your joining date.

Your point of contact for any recruitment related queries will be “Divya Mekala”. You can drop an e-mail at “Divya.Mekala@tatacommunications.com”.

We take this opportunity to welcome you to Tata Communications Limited and invite you to participate in the enriching experience of building a world-class organization.

TATA COMMUNICATIONS

Tata Communications Limited

Regd. Office : VSB Mahatma Gandhi Road Fort Mumbai – 400 001

Tel +91 22 6657 8765 Fax +91 22 66395162 email : askhr@tatacommunications.com

CIN no. : L64200MH1986PLC039266 web site www.tatacommunications.com



Your annualized compensation package will be INR 650000. Please find below a detailed breakup of your compensation.

Compensation Break-up	Annual Amount (INR)
Basic	325000
Annual Allowances	221000
Provident Fund	39000
Annual Bonus Plan	65000

The compensation being offered to you relates to the specific job position you are being offered in this letter. Please note that if, during the course of your employment with Tata Communications, you are offered and accept a different job role through the internal job transfer program or otherwise, the compensation associated with that job role may be different in amount and/or structure. You will be advised of any such difference at the time you are offered any other job role within Tata Communications.

Gratuity: You are entitled to Gratuity Benefit which shall be payable upon separation as per the applicable provisions under the Payment of Gratuity Act (1972). The annual contribution towards gratuity benefit is not shown in compensation break-up.

Annual Bonus Plan: You will be entitled for Annual Bonus Plan, as applicable. The eligibility and other guidelines as per the plan will apply to you. The applicability of a plan may change with any change in your role in the Company. You will have access to the plan document after your joining.

Depending upon the applicable plan, the actual amount payable may vary, based on your performance and other parameters. This amount includes the bonus payable under the provisions of the Payment of Bonus Act, 1965, as amended, wherever applicable.

Flexible Compensation Component: You have an option to choose the component from the defined list of benefits as per your requirement (subject to income tax and other applicable laws). Flexible compensation can be allocated under the following heads:

- Children's Education and Hostel Expense
- House Rent Allowance
- Sodexo Meal Vouchers
- Leave Travel Assistance
- Vehicle Running Expenses
- Professional Development Reimbursement
- National Pension Contributions
- Special Residual Allowance (SRA): Any amount lying unallocated from the flexible allowance after distribution across the components specified above will be paid as Special Residual Allowance.

Declaration of Flexible Compensation Components: In case date of joining falls between 1st - 15th of the month, salary will be processed in same month and employee will have the option to allocate Flexible compensation components during the period 5th -10th of the next month, and if the date of joining falls between 16th - 31st of a month, salary would be processed in the next month's payroll cycle and employee will have the option to declare Flexible components during the period 5th - 10th of the subsequent month after their salary is processed.

By accepting this offer letter, you also accept and agree to work in shifts, as per the requirement of the Organisation/Projects, which will be intimated to you on time to time basis, during your employment with company.



Annexure I
Terms and conditions

1. Your grade/band and designation will be as per details mentioned in this letter. However, it may be noted that designations, job grades/bands could change from time to time depending on Company requirements and in accordance with HR policies.
2. The Company may transfer you across function / location / affiliates as per its business requirements. You may be required to work on matters pertaining to the Company and /or its affiliates, as decided and communicated by the Company from time to time.
3. As per guidelines from the Government of India, it is mandatory for an organization to maintain KYC documents of all its employees including the new joiners for statutory compliances. Hence you are requested to provide a copy of your valid Aadhar card to Tata Communications at the time of Onboarding. Please note, it is mandatory for personal details as per Aadhar card (like name, date of birth (DD/MM/YYYY) & gender) to match with earlier UAN. In case this is your first employment, please ensure you possess a valid Aadhar card. Also, please ensure all the details mentioned on the Aadhar Card are correct. If there is any mismatch in Aadhar details, please share the corrected copy of Aadhar Card.
4. Your probation period will be for period of 6 months or such longer period as may be extended by the Company in its sole discretion, based on your conduct and performance. You will be duly notified of any such extension. In the absence of such notification from the Company within 30 days from the end of such 6 months period, you will be deemed to be confirmed.
5. You shall be governed by the Company's policies, rules and regulations as applicable from time to time and shall carry out the roles and responsibilities assigned to you by the Company and /or its affiliates. We expect that you will not engage yourself in any other trade, profession or vocation, directly or indirectly, part time or full time, whether for gainful purpose or otherwise. You agree that, during the course of employment with the Company, you will not engage yourself in any other trade, profession or vocation, directly or indirectly, part time or full time, whether for gainful purpose or otherwise. You shall not be entitled to assign your duties, responsibilities and obligations under this offer letter to any other person.
6. In the course of your employment, you would be privy to Confidential Information (as defined below), which may have been entrusted or other-wise become known to you. All Confidential Information is deemed to be the property of the Company and /or its affiliates or their respective licensors (as the case may be). Any Confidential Information must not be disclosed during or any time after this employment to any third party without prior written consent of the Company. During and after the course of your employment, you shall not remove from the Company's premises, any documents, records, files, papers, correspondence, computer printouts, computer programs, computer software, microfilm, or other similar documents containing Confidential Information, including copies thereof, whether prepared by you or others, except as required in the performance of your duties, and in such cases, you shall promptly return such items to the Company. After the course of your employment with the Company or at any time as required by the Company, all such items including summaries or copies thereof, then in your possession, shall be returned to the Company immediately. You hereby agree that the return of such items shall be a condition precedent to you receiving, upon termination of your employment or at any time thereafter, any compensation or other amounts due to you from



the Company. By accepting this offer, you also undertake to indemnify the Company and its affiliates from any loss or damage arising from any breach of these terms and conditions by you.

For the purposes of this offer letter, 'Confidential Information' includes, without limitation: (a) the contents of this offer letter; (b) any financial, business, planning, operations, services, potential services, products or potential products, including business plans, budgets and projections of the Company or its affiliates; (c) technical information, know-how, software specifications, information technology, infrastructure and intellectual property of the Company or its affiliates; (d) purchasing, marketing, sales, personnel or supplier data or other information of the Company or its affiliates; (e) any papers, data, records, processes, methods, techniques, systems, models, samples, devices, equipment, compilations, invoices, customer lists, research reports or documents of the Company or its affiliates; (f) any confidential information or trade secrets of any third party provided to the Company or its affiliates in confidence or subject to restrictions or limitations on use or disclosure; and (g) any other sensitive and commercially valuable information of the Company or its affiliates.

7. Your joining will be subject to successful clearance of background verification to our satisfaction. The background verification will include but not limited to Education and prior employments. Your current employment verification will start after your joining. Further, your employment with Tata Communications is subject to successful clearance of background verification to our satisfaction. You hereby give your consent to the Company to undertake background checks either on its own or through its authorized representatives to verify the contents of your application, including previous employment and academic qualifications, and for the said purpose you hereby consent and authorize the Company to disclose the contents of your application to the aforesaid persons. You agree to undergo and comply with certain intervening process compliances as required by the Company prior to your date of joining the Company failing which the Company reserves the right to terminate and or withdraw this offer letter.

In case any information or details provided by you is found to be untrue or incorrect or your background check not being positive to the Company's satisfaction, or in the event that any of your actions result in a violation of the Code (defined below), this letter (along with any supplementary letters or documents in relation thereto) and or your services (as applicable) will be liable to termination with immediate effect (without any notice or payment in lieu thereof).

8. On your joining you will be handed over a copy of the Company's Code of Conduct ('Code') and you will be required to sign your acceptance of the same.
9. (a) The Company may terminate this appointment by giving you one month's notice or basic monthly salary in lieu of the said notice period during the probation period; or following confirmation, three months' notice; or basic salary in lieu of the said notice period.

(b) You may terminate this appointment by giving one month's notice or basic monthly salary (along with the GST (as applicable) thereon) in lieu of the said notice period during the probation period; or following confirmation three months' notice or basic salary in lieu of the short fall in notice period, along with the service tax, as applicable thereon, provided you have served at least 2 months' notice in case of the latter;

Upon the termination of your employment with the Company, or at the request of the Company any time prior to termination, you shall return to the Company, or destroy, as may be directed by the Company, all Company property and documents, including notes, memoranda, correspondence and



other documents containing any Confidential Information, Inventions (as defined below) and intellectual property rights, on whatever media and wherever located. You shall not retain copies of any Confidential Information, Inventions or other material without the Company's prior written consent.

You shall not, at any time after the termination of your employment, present or hold yourself out as being in any way connected with or interested in the Company or in the business of the Company, or directly or indirectly make, publish or otherwise communicate any derogatory or defamatory statements whether in writing or otherwise concerning the Company or any of its directors, employees, officers, shareholders, agents, consultants or advisors.

10. Other Benefits:

Group Mediclaim Policy: An employee would be covered under group Mediclaim policy from his/her date of joining. It includes employee, his/her spouse, 2 dependent children up to 25 years of age. Further, you may opt to cover parents and/or parent in-laws for which applicable premium rates shall be borne by you. Please refer to the company's Group Health Insurance Policy for more details.

You acknowledge and agree that your (a) acceptance to the Code; and (b) successful completion of various mandatory training courses allocated to you by the Company from time to time during the tenure of your employment; both to the satisfaction of the Company, are material conditions amongst other terms of your employment with the Company. Therefore, payment of your eligible variable pay/bonus/incentives (if any) shall be subject to your compliance with conditions mentioned in (a) and (b) above. Company may, in its discretion, withhold such payment until and unless you comply with such material conditions of your employment to the Company's satisfaction.

The benefits mentioned above are governed by the Company policies, rules and regulations and it can be amended, altered and modified from time to time. You agree to keep your remuneration details confidential and not disclose them to any person without the prior written consent of the Company.

11. Relocation: In the event of your separation from the services of the company within 12 months if any relocation expenses paid will be recovered as part of the full and final settlement.

12. Intellectual Property 1. You hereby recognize and agree that all ideas, processes, methods, know-how, inventions, enhancements, plans, writings, work results and other developments or improvements (the 'Inventions') conceived of by you, alone or with others, during the term of your employment with the Company, whether or not during working hours, shall be the sole and exclusive property of the Company. You further agree that you shall promptly disclose all Inventions to the Company. You hereby waive and assign to the Company without charge all present and future rights that you have or may have in those Inventions, including without limitation any patents, copyrights, trademarks, industrial property rights, the right to be named and other intellectual property rights or applications in respect thereof. At the request of, and without charge to, the Company, you shall do all things deemed by the Company to be reasonably necessary to perfect title to the Inventions in favour of the Company and to assist in obtaining for the Company such patents, copyrights, trademarks or other protection as may be available under applicable law and deemed desirable by the Company, including but not limited to executing and signing any and all relevant applications, deeds of assignments or other instruments. In addition, you shall make it possible for the Company and its successors and assignees to receive the full and exclusive usage and advantages of the working



results.

2. You are obliged to prepare a reasonable documentation of your Inventions, whether they are patentable or protectable by copyright, and you are obliged to keep them updated. Such documentation shall be made accessible at any time to the Company, and the property therein is to be transferred to the Company. pursuant to clause 12.1

3. In respect of the fulfilment of the obligations or any other activity in connection with the transfer of rights under or in connection with this agreement, you shall not receive any further remuneration other or in addition to what is stipulated under this letter and appraisal (if any) during the employment relationship. Only such costs will be reimbursed or paid, as the case may be, that were incurred at the demand of the Company.

4. Any utilization of Inventions shall be deemed to be compensated by way of payment of remuneration to you as stipulated under this letter. You shall not be entitled to any special inventor's bonus/payouts.

5. You further covenant with the Company that you shall not, at any time after termination of your employment with the Company, use or procure the use in any manner whatsoever of any registered or unregistered trademarks, service marks, trade designs, logos or other devices of the Company and/or its affiliates used prior to or as of the date of termination of your employment by the Company, or deceptively similar to or liable to be confused with such trademarks, service marks, trade designs, logos or other devices of the Company and/or its affiliates.

13. **Taxation:** It shall be your responsibility to meet all requirements under the income tax laws, including tax compliance and filing of tax returns, whether payable in India or elsewhere, which may result from your remuneration. The Company shall be entitled to deduct applicable taxes at source from your salary, in accordance with prevailing laws of India.

14. **Governing Law and Jurisdiction:** This agreement is governed by and construed in accordance with the laws of India and is subject to the jurisdiction of the Courts at Mumbai.

15. **Foreign Nationals** 1. In case you are not an Indian national and, under any law, are required to obtain applicable visa / work permit / authorisation or permission from appropriate government authorities to work in India, you are required to ensure all such permissions are obtained before commencement of employment with Tata Communications or its affiliates.

2. You are also required to ensure all future correspondence and permissions for continued stay and employment in the country as per the governing law are complied with at all times. If required, Tata Communications shall be at liberty to demand copies / originals of such permission and you shall be under obligation to provide the same.

3. It is made clear that possessing valid work permit / authorisation at all times of your employment is an inherent requirement of your employment with Tata Communications and/or its affiliates. Any time after the execution of this Offer, if it is found that you do not have required work permit / visa, Tata Communications India and/or its affiliates shall terminate your employment, without notice, with immediate effect, without any liability towards you.

4. In case of any change in your nationality during the course of your employment you shall be under obligation to notify the same to the company, and the said change in your nationality may lead to revision in employment conditions including but not limited to compensation.

16. If any time during your employment you owe any amount to Tata Communications or its affiliates, Tata Communications and/or its affiliates has the right to deduct from your pay/salary any sums which you may owe, including without limitation, any over-payments or loans made to you by Tata Communications and/or its affiliates or any demand raised by any judicial authority.



17. All applicable statutory elements/components/ deductions (e.g. PF & other statutory components) may vary due to the changes/amendments made time to time by the Appropriate Government. Such amount shall be adjusted/deducted from your monthly/periodic payouts and may impact the net take home accordingly.

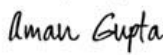
18. Non-Solicitation

You acknowledge that Tata Communications will be expending considerable time and resources in training you to enable and perform your roles and responsibilities for the benefit of the organization and any breach of the terms hereinafter contained would result in loss to Tata Communications or its group companies (in India or otherwise).

You hereby covenant and agree that during the Term and for a period of [6 (Six) months] succeeding it, you shall not, directly or indirectly: (a) offer to hire, hire or recruit or attempt to offer to hire, hire or recruit any officer, director, employee, consultant or individual associated with Tata Communications or encourage any of them to terminate their relationship with Tata Communications;

(b) unless required under applicable law, disclose to any third party the names, backgrounds or arrangements with any client/ customer or any employees of Tata Communications or otherwise identify them as potential candidates for employment.

Yours Sincerely,

DocuSigned by:

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Aman Gupta, Associate Vice President – HR

I ACCEPT THIS OFFER OF EMPLOYMENT

Signature:

Date:



Annexure II
Onboarding Logistics

Welcome to Tata Communications!

We are pleased to have you on board with us and hope that this association will be a mutually enjoyable and enriching one.

As a part of the joining formalities, you will be required to complete a set of documentation on the Onboarding system. Below mentioned tasks are mandatory to be completed, which will help us to initiate your onboarding and background check formalities which will be performed by an external agency empaneled for this purpose. As a joining process, its mandatory for your background screening to be completed, as mentioned in clause 7 of this letter, before your date of joining or else it might get deferred.

Tasks and list of details required to be completed at onboarding stage

Task	Documents/details required to complete the task
Personal Information	Details of national id, emergency contact details, dependent information, and other personal information
Policy Completion	E-signing of company policies documents
Compliance Forms	E-signing of compliance forms
Badge Photo	Scanned Copy of Passport size color Photograph (White background only)

We have a tie up with HDFC Bank, ICICI Bank, AXIS and Citibank for direct credit of salaries. In-case you do not have an account in any of these banks, we will provide you necessary assistance post your joining for opening an account in any of these banks.

Best Regards,

Onboarding Team



Welcome to TATA Communications

Guidelines for background verification process & onboarding tasks

We would like to introduce you to our Global screening partner who will assist and perform background screening for you on behalf of Tata Communication as an integral part of onboarding formalities.

As part of your onboarding, you will be getting links from the onboarding tool to complete your documentation and onboarding formalities along with which your data will be shared with the screening partner to initiate your background screening process. Request you to follow and complete the details mentioned in the notifications from the onboarding tool accordingly.

Documents to be kept handy during onboarding process

Education check: Degree copies or Final year Mark sheet

Employment check: Reliving letter or Service certificate or Experience letter. Contact details of pervious employers.

Criminal Check: 5 years of complete address history

Address Check: 5 years of complete address history

ID check: Valid passport, National id (Pan Card & Aadhar card)

The screening partner would co-ordinate with you directly in case of any additional requirements. Please take some time to carefully update the details that are required to process the verification.

We would request you to accelerate the process from your end to ensure quick completion of the onboarding formalities. In case of any query / clarification, while updating / uploading information, the applicant can reach out to Global Onboarding Team.

Kind regards,
Global Onboarding Team
GlobalOnboarding@tatacommunications.com