

HCL TECHNOLOGIES LTD.

Division: Business Services
B-34/3, Sector 59, Noida 301 301, UP, India
Tel +91 120 4364200, Fax +91 120 2589688
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India
CIN- L74140DL1991PLC046369
www.hclbpo.com
www.hcl.com

Date: October 11, 2021

Private and Confidential

AJITHKUMAR A

**607,PILLAIYAR KOVIL STREET
ARASANKANNI,CHENGAM,
Tiruvannamalai,
Tamil Nadu,
India - 606703**

Dear AJITHKUMAR,

With reference to your application and subsequent interview, we are pleased to make you an offer – cum - appointment with **HCL Technologies Ltd., - BUSINESS SERVICES (“BSERV” or “HCL” or “Company”)** as **Customer Service Representative**. You are required to report on October 13, 2021 at 09:00 a.m., at the address: **HCL Technologies Ltd., - BUSINESS SERVICES, Chennai-SEZ, SDB2 Sholingnallur 602/3.**

- Your annual compensation would be **Rs. 180000 Per annum**. A detailed structure of your compensation will be shared on your joining. Explanation of compensation structure and employee benefits have been detailed out in **Annexure B**.
- Please note that this **offer is valid till 7 days** subjected to your offer letter acceptance.
- Your offer is subject to you being **medically fit** at the time of joining the Company. For your pre-employment medical check-up, you are required to contact a registered medical practitioner and obtain a Medical Fitness Certificate which needs to be submitted at the time of joining. If you are found medically unfit, this offer will stand withdrawn forthwith. Decision of the company, in that regard will be final & binding.
- All our operations function **24x7, 365 days in a calendar year**. Your working hours, number of working days in a week, weekly - off will depend upon the process requirements. Your working hours will be as advised to you by your superiors from time to time but **shall not exceed 48 hours** in a week. It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work.
- In accordance with the authorization on your application, your appointment is subject to your clearance of **Background Verification/Reference Check/any other test specified by the client** and genuiness of documents or information provided by you to the Company. You are

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services
B-34/3, Sector 59, Noida 301 301, UP, India
Tel +91 120 4364200, Fax +91 120 2589688
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India
CIN- L74140DL1991PLC046369
www.hclbpo.com
www.hcl.com

being provisionally offered on the presumption that you have no criminal background as per law of the land and the particulars furnished by you in your Application and/or Bio-data are correct. We will also be contacting your referrals. **Please note that this offer is subject to satisfactory references being obtained.**

- The company will undertake the background verification / validation process of employees in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of documents detailed in Annexure A to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.
- In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies
- In case the aforesaid particulars are found to be incorrect or it is found that you have **concealed or withheld** some other relevant facts, your offer/employment with the Company shall stand terminated/cancelled forthwith, without any notice.
- Your growth in terms of role, compensation etc., in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 6 months from date of joining. Subsequently, your annual performance appraisal and compensation review will be aligned and affected from the first day of the subsequent quarter thereafter. **Probation period & Performance Appraisal / Compensation Review shall be deemed to be changed with the change in position / process / function.**
- Please note that if you **chose to resign** from services of **HCL Technologies – Business Services within six(6) months from your date of joining, a sum of up to Rs. 50,000/- will be recovered towards training expenses.**
- Your services during the period of probation shall be liable to be terminated giving two (02) months' notice or two months' basic salary in lieu thereof without assigning any reason thereof. Likewise you will also be competent to terminate your contract of employment by giving two (02) months' notice. The waiver of the notice period fully or partially or acceptance of such basic salary is at the Company's sole discretion.
- The company shall be entitled to accept your prospective resignation with effect from a date earlier than the one offered by you and thus relieve you at any time during your notice period

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services
B-34/3, Sector 59, Noida 301 301, UP, India
Tel +91 120 4364200, Fax +91 120 2589688
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India
CIN- L74140DL1991PLC046369
www.hclbpo.com
www.hcl.com

as the notice is for the benefit of the management and balance notice period can be waived at any time by the management. In such an event, however, you shall be paid basic salary for the remaining period of your notice. In case the management at your request accepts a shorter period of notice, you shall be entitled to receive your salary only for the actual number of days worked.

- You will be required to declare at the time of joining any direct relatives who may be working with HCL or any of its subsidiary, group, and affiliate companies, direct or indirect competitors. During your employment with HCL TECHNOLOGIES - BUSINESS SERVICES, if any of your direct relatives are offered by HCL or any of its subsidiary, group, affiliate companies, you would be required to voluntarily declare the same as and when an offer of employment is made to them. Direct relatives herein include parents, spouse, brother/s, sister/s and children of the HCL TECHNOLOGIES - BUSINESS SERVICES employee.
- On joining you will be imparted with necessary training. You are expected to meet with all the requirements in the training. In the event, you are unable to meet with the expectations, we would be constrained to terminate your services. During the training period working schedule shall be of any six days a week.
- All Employees are entitled to avail the Company Transport within the defined limits and subject to company's policy.
- During your employment if the company identifies any negative instances/ irregularities relating to your previous employment, your employment will be terminated with immediate effect.
- You and your family (spouse, dependent children, dependent parents) will be covered under comprehensive Medical Insurance scheme/ESI as per policy
- Your resignation shall become effective as soon as the management accepts it. The management shall be competent to withhold its acceptance in respect of your resignation in case dues are recoverable from you or if you are under suspension and/or disciplinary proceedings are pending or contemplated against you or for any other similar reasons. After having opted to resign and given the intimation to this effect, you shall be debarred from withdrawing your resignation except with the written permission of the management.
- Subject to other terms of the instant letter, company reserves the right to terminate your services without any cause assigned to the termination. In such a case, the company at its discretion would consider to pay the terminated employee one-month basic salary only.
- During your employment with the Company, you will be liable to be transferred to any of the offices/ departments /manufacturing units of the Company or of associate companies/ group companies, client location, whether existing or to be set up, anywhere in India or abroad, on the same terms and conditions of employment at the sole discretion of the management. Provided that if you are deputed to any associate/ subsidiary/ group company outside India by the Company, you shall be treated as having bound yourself to serve the Company for the

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services

B-34/3, Sector 59, Noida 301 301, UP, India

Tel +91 120 4364200, Fax +91 120 2589688

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India

CIN- L74140DL1991PLC046369

www.hclbpo.com

www.hcl.com

deputation period, and for the stipulated period thereafter, if any, and the same shall be treated as the contract period vis-à-vis this contract of service.

- You may be required to attend specialized training, either in India, or abroad, and it is expected that you will be ready and willing to undertake such training, as the same is necessary to enable you to effectively discharge your duties with the Company. The training period would be any six days of a week. The Company shall be spending considerable amount of money on the said training, and it is expected that you shall work for the Company for a certain minimum stipulated period of time after completion of the said training, so as to enable the Company to get the benefit of the amount spend by it. It is the practice of the Company to execute a training and/or Service agreement at the commencement of training in which the rights and liabilities of the respective parties are set out. You will be required to compensate the company for the amounts spend by it on the training in the event of your committing breach of your obligations under the training - cum - service agreement. You may also be required to furnish at least one surety to guarantee due compliance with the terms of the training and/or service agreement as per the policy. Subject to above, during your employment with the company, you may also be required to execute agreement(s) in the nature of NDA (Non-disclosure agreement) or any other agreement/undertaking/affidavit due to client/process/business requirements.
- During your employment with the company, you will be governed by the policies, service rules and regulations of the company being in force or introduced/amended later. In this regard, a confidentiality undertaking at the time of joining and/or any other agreement that may be required from time to time will be required to be executed by you.
- You shall not divulge, communicate or pass on any information, secrets directly or indirectly which you may come to possess as a result of your employment with the company to any outsider or to anyone not employed by the company. At all times you shall maintain absolute integrity. You shall not communicate, in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior and/or concerned person(s) of HR Department. Indulgence in such activities or any violation of this norm shall lead to termination of your employment immediately.
- You would be initially posted at Chennai, where you are requested to report to Human Resources Group on joining. Upon joining, you will be required to sign a standard undertaking on your obligations to conform to organizational discipline, policies and norms.
- During your employment with the company, you will not take up employment elsewhere either part time or otherwise. Besides you will not engage in any commercial activity. In case of defiance of this provision, Company shall have all rights to take appropriate disciplinary action against you, in its sole discretion.
- In case you absent yourself from duty for 7 days or more or extend leave at your own and without consent of management beyond originally granted leave, you shall be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment shall be deemed as repudiation of the contract of employment by you and not as a

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services
B-34/3, Sector 59, Noida 301 301, UP, India
Tel +91 120 4364200, Fax +91 120 2589688
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India
CIN- L74140DL1991PLC046369
www.hclbpo.com
www.hcl.com

termination of the service by the company. In such case the Company will initiate necessary action as per its policy, in that regard.

- You will be retired from service on attaining superannuation age of 55 years or earlier in case you are found physically and/or mentally unfit to work any longer or for continued ill-health as certified by the medical officer nominated by the Company.
- You are requested to submit 10 passport size photographs and the attested copies of the following documents, at the time of joining:
 - School leaving certificate / birth certificate
 - Educational qualification certificate (from 10th std onwards) along with mark sheets
 - Passport (The first 4 and the last 4 pages)
 - Relieving letter or duly accepted resignation letter from your present and previous employers
 - Salary certificate from your present and previous employers

Please ensure to accept the Online Offer Letter once you have gone through all the clauses. Your acceptance to the Letter is mandatory before you report to joining.

Please note that no commitments other than what is mentioned in this letter & its annexure(s) will be applicable to you or entertained by us.

You are advised to go through the contents of this offer letter and the annexure(s) before signing the duplicate copy.

With best wishes and looking forward to a mutually fruitful association.

Yours sincerely,

For HCL TECH LTD BPO SERVICES



Amrita Das

Vice President, Head-Global Rewards

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services
B-34/3, Sector 59, Noida 301 301, UP, India
Tel +91 120 4364200, Fax +91 120 2589688
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India
CIN- L74140DL1991PLC046369
www.hclbpo.com
www.hcl.com

DECLARATION

I, AJITHKUMAR A, hereby declare that I have completely understood the contents of the instant Letter and I agree to abide by the below mentioned clauses:

1. Flexible to work in any shifts, process, Centre and location.
2. All the required documents to be submitted on the date of joining.
3. Salary will be subject to revision in case of non-submission of the required experience certificates.
 - Unsatisfactory responses from the previous employment references may lead to reduction in salary or/and termination of employment with us.
4. Non-disclosure of prior experience with HCL will lead to termination of employment.

In case, the aforesaid particulars are found to be incorrect or it is found that I have withheld some relevant facts, HCL Technologies Ltd. –Business Services has the right to withdraw the instant Letter of Offer and/or terminate my employment with immediate effect.

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services
B-34/3, Sector 59, Noida 301 301, UP, India
Tel +91 120 4364200, Fax +91 120 2589688
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India
CIN- L74140DL1991PLC046369
www.hclbpo.com
www.hcl.com

Annexure A

List of Mandatory Documents: All Photocopies in A4 Size

1. Copies of educational certificates:

- a) Any proof for Date of Birth.
- b) 10th (mark sheets & passing certificates)
- c) 12th (mark sheets & passing certificates)
- d) Graduation degree / Provisional certificate & Mark sheets
- e) PG Degree & Mark sheets (if applicable)
- f) Professional certificates (if applicable)

2. Ten colored passport sized photographs.

3. Photographic ID Card (like Driving License, Passport etc.)

4. Copies of proof of residence (either of the options):

- a) Driving license or
- b) Voter registration card or
- c) Telephone/ Electricity Bill (either in candidate's name or his/ her parents name) or
- d) Credit Card Bill (in candidates name) or
- e) Ration Card or
- f) Bank Statement (in candidates name) or
- g) Attestation by the Bank Manager.

5. Proof of Acceptance of Resignation Letter by your Line HR / Reporting Manager

6. Right to work in India (applicable only if, not a citizen of India)

7. Salary slip of previous employment

Note: It is mandatory to carry the original documents against which the attested photocopies would be counterchecked at the time of joining.

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services
B-34/3, Sector 59, Noida 301 301, UP, India
Tel +91 120 4364200, Fax +91 120 2589688
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India
CIN- L74140DL1991PLC046369
www.hclbpo.com
www.hcl.com

List of Essential Documents:

1. Relieving Letter / Experience certificates (current and previous employers)

Please go through the contents of this letter of offer and the annexure before accepting it. Your acceptance of the e-offer will be deemed as you have read and accepted all the clauses mentioned here-with.

Besides the above policies **HCL Technologies Ltd. –Business Services** is governed by policies* which are listed in corporate intranet www.hclbpo.net.

Please bring the originals for cross verification and Xerox copy of the documents to submit listed below essentially on the joining date. Failing to do so can result in extension of the joining date or offer of employment letter with HCL Technologies Ltd –Business Services may stand cancelled.

Annexure III

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services
B-34/3, Sector 59, Noida 301 301, UP, India
Tel +91 120 4364200, Fax +91 120 2589688
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India
CIN- L74140DL1991PLC046369
www.hclbpo.com
www.hcl.com

EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

House Rent Allowance (HRA)

The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.

Food Wallet: Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.

Advance Statutory Bonus

Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.

Attendance Allowance

Attendance Allowance is payable max. up to INR.1000/- per month.

Compensatory Allowance

Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

Medical Insurance

Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
- By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services
B-34/3, Sector 59, Noida 301 301, UP, India
Tel +91 120 4364200, Fax +91 120 2589688
Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India
CIN- L74140DL1991PLC046369
www.hclbpo.com
www.hcl.com

employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.

- The premium payable depends on the dependants declared.
- The hospitalization coverage limit will be same as defined in compensation structure.
- Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
- You may refer 'Medical Insurance policy' for further details.

- **Coverage under ESI:**

Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.

The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees' State Insurance Act, 1948**.

Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

Gratuity

As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

Disclaimer

You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in

Signature of the employee

HCL

HCL TECHNOLOGIES LTD.

Division: Business Services

B-34/3, Sector 59, Noida 301 301, UP, India

Tel +91 120 4364200, Fax +91 120 2589688

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi- 110019, India

CIN- L74140DL1991PLC046369

www.hclbpo.com

www.hcl.com

any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice.

Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.

Signature of the employee

HCL