



Offer: Computer Consultancy
Ref: TCSL/DT20206852610/Chennai
Date: 10/03/2021

Ms. Surapareddy Lakshmi Chandana
26-45-16/68H.No:26-45-16/68,2nd Lane Santosh Nagar, Ngo'S Colony,
Ngo'S Colony,
Guntur-522004,
Andhra Pradesh.
Tel# -

Dear Surapareddy Lakshmi Chandana,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto Rs.60,000 during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

43/201-24, Ramana Nagar, 5th Cross, 1st Floor, Chennai-600 016, India

Tel: 91-44-6615 2222 Fax: 91-44-6615 2525 Website: www.tcs.com

Registered Office: Nirmal Building, 9th Floor, Worli Road, Mumbai-400 021

TCS Career Services: 1088 208 8131 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

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

3. Food Card

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

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2

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Tata Consultancy Services Limited

915/11, 34, Karamba-Palgaon, Thane-Palgaon, Old Mumbai-Palgaon, Chennai-600 115, India

Tel: 91 44 6670 2277 Fax: 91 44 6670 2515 Website: www.tcs.com

Registered Office: Mumbai (Reg: 2951106, Maharashtra Police: Mumbai 400021)

TCS Career Service Line: 1800 209 3111 Email: careers@tcs.com



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

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

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹8,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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

2. Higher Hospitalisation

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

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

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

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

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

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

Loans

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

Professional Memberships

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

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4

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Tata Consultancy Services Limited

410027-25, Nariman Point, Mumbai-400 021. Old Mumbai Office: Chennai-600 019 (Landline)

Tel: 91 44 66 16 2222 Fax: 91 44 66 16 2100 Website: www.tcs.com

Regional Office: New Building 9th Floor, Nariman Point, Mumbai-400 021

TCS Career Services: 1800 204 2114 Email: careers@tcs.com



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

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

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

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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Tata Consultancy Services Limited

415/27/28, Naraina Nagar, Saket, New Delhi - 110017, India
Tel: 91 11 4466 1111 Fax: 91 11 4466 1111 Website: www.tcs.com
Registration Office: Naraina Building, 11th Floor, Saket, New Delhi - 110017
TCS Client Services: 1800 208 1111 Email: care@tcs.com

 5



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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Overseas International Assignment Agreement

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

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

12. Terms and Conditions

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

7

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Tata Consultancy Services Limited

45/21-24, Kurla Industrial Estate, Kurla, Mumbai 400 029, India

Tel: 022 4400 40 222 920 Tel: 04 56 56 25 55 Website: www.tcs.com

Registered Office: 2nd Floor, Kurla Industrial Estate, Mumbai 400 029

TCS Careers Service: 1 800 209 1111 / careers@tcs.com



including termination of traineeship/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original Documents** for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sriankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating:
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

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Tata Consultancy Services Limited

4th/21-25, Bhatnagar Nagar, Springwell, Old Mahabubpet Road, Hyderabad-500 080 India

Tel: 91-44-5616 2002 Fax: 91-44-6616 2512 Website: www.tcs.com

Registered Office: Second Building, 9th Floor, Nariman Point, Mumbai-400 021

TCS Careers: www.tcs.com/careers Email: careers@tcs.com



- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

23. Compliance to all clauses

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

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10

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

41/02/19, Parkside Nagar, Okhla Industrial Area, Old Delhi, India. Phone: 2061 1791 Fax: 2061 1791

Tel: 91 11 2610 2222 Fax: 91 11 2610 2555 Website: www.tcs.com

Registered Office: New Delhi, India. 110 008, New Delhi, India. Tel: 91 11 2610 2222

TCS Career Services: 1800 204 7111 Email: careers@tcs.com



24. Data Privacy Clause:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

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11

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Tata Consultancy Services Limited

425/21-24, Wiltshire Nagar, Hyderabad, India. Tel: 080-2811 1111 Fax: 080-2811 1112

Tel: 91-44-3511 1222 Fax: 91-44-3511 2555 Website: www.tcs.com

Registered Office: Narayana Building, 100 Feet, Narayana Street, Mumbai-400 021

HR Careers Section: 1000, 2nd Floor, Narayana Building, Mumbai



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 this employment and this offer will be automatically withdrawn.

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

K Ganesan
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate this offer letter.

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

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12

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Tata Consultancy Services Limited

411/21-04, Ramenagar, Hyderabad-500 016, India. Tel: 01 44 66 05 222 Fax: 01 44 66 16 25 55 Website: www.tcs.com

Registered Office: Noida Building, 9th Floor, Sector 62, Noida-201 301, India. Tel: 01 44 66 05 222 Fax: 01 44 66 16 25 55 Website: www.tcs.com

TCS Career Services: 1 800 200 31 11 Email: careers@tcs.com



GROSS SALARY SHEET

Annexure 1

Name	Surapareddy Lakshmi Chandana
Designation	Assistant System Engineer-Trained
Institute Name	Sathyabama University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
Retention Incentive	NA	0
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

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

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

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

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,794
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Tata Consultancy Services Limited

01/21/24, Kurnool Nagar 38, Changanachari Road, Malabarpet, Chennai-600 019 Tamil Nadu-56

Tel: 91 44 6696 2222 Fax: 91 44 6616 2225 E-mail: hr@tcs.com

Registered Office: Chennai-600 019 India. Registered Office: Mumbai-400 022

TSO Chennai Services: 1-800-308-2111 E-mail: care@tcs.com

13
[Signature]



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue- Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBAD SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ) PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumbakon Nagar, Old Mahabalipuram Rd, TWRB, Mhelinganallur, Chennai, Tamil Nadu 600119
DELHI - Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insipia, Gurgaon - Kendrabed Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI - Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th Floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 10th Floor, MEDH House, G.S. Road, Dispur, Guwahati - 781006, Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakraniguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 109-B, Super Corridor, Village Tigariya Badshah & Rada Bangarda, Tehsil Harod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Eclipse- 1B building, 2nd Floor, Plot - 1F/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Landy
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road, Infopark Campus, Infopark - Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach &E, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Milan Sec, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SE2, Rajiv Gandhi Infotech Park, Mhijevad Phase III, Pune - 411057, Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepal Park, Technopark Campus, Kariyavattom P.O, Trivandrum - 695581, India	

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

415/21-24, Kumbakon Nagar, Mhelinganallur, 2nd Mahabalipuram Rd, Chennai 600119 Tamil Nadu India

Tel: 91 44 6656 2222 Fax: 91 44 6656 2355 Website: www.tcs.com

Registered Office: 14th Floor, Newson Prime, Mumbai 400 021

TCS Career Services: 108 30x 24x 7 toll free number 1800 102 9299

[Signature]



Annexure 3

Confidentiality and IP Terms and Conditions

Confidentiality and IP Terms and Conditions - Annexure 3:

1. Confidential Information

"Confidential Information" shall mean all inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential information of its Clients) that comes into the possession or know of the 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.

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TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited

41/21/72 Naraina Road, New Delhi 110028, India
Tel: +91-11-446636 2272 Fax: +91-11-446636 2555 Website: www.tcs.com
Registration Office: 30th Floor, Naraina Building, 30th Floor, Naraina Point, Mumbai 400 031
TCS/Website: ServiceLink: 1800-208 1111 Email: care@tcs.com



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 the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of 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.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

415, 31-24, Naraina Pigeon Post, 20/60300001, Ad Mahabubnagar, Chennai-600 016 Tamil Nadu India

tel: 91-44-6515-2227 fax: 91-44-6515-2515 Website: www.tcs.com

Registered Office: Central Building, 195, Park, Nehru Park, Mumbai-400 021

TCS Client Associate: 1800-206-1111 Email: tcs@tcs.com

16



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

6. Security policies and Guidelines.

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

7. Restriction on 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.

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17

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

405/31-26, Kothari Estate, Shilpgram Road, Mahatma Nagar, Chhatrapati Shivaji Maharaj Vastu Sangrahalaya

405/31-26, Kothari Estate, Shilpgram Road, Mahatma Nagar, Chhatrapati Shivaji Maharaj Vastu Sangrahalaya

Registered Office: TCS Building, 10th Floor, Naraina Point, Marolli: 400 502

TCS Careers: www.tcs.com TCS 24x7: tcs24x7.com



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 this Agreement 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 may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. 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 clause 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 or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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18

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

412/21/24, Narayan Nagar, Shalimar Garden, Old Mahalaxmi, Chennai 600 028, India

Tel: 91 44 6815 2722 Fax: 91 44 6815 2503 Website: www.tcs.com

Registered Office: Special Building, 9th Floor, Harbour Point, 45/50/1, 400 022

TCS Chennai Branch: 1045, 2nd Floor, 11th Cross, 4th Main Road



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

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

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

4th/20/24, Colaba Range, 38th Floor, 401 Mahatma Bhawan, Chhatrapati Shivaji Maharaj Vastu Sangrahalaya, Mumbai - 400 005, India

Tel: +91 44 6646 2222 Fax: +91 44 6646 2310 Website: www.tcs.com

Registered Office: Mumbai Building: 4th Floor, Mahatma Bhawan, Chhatrapati Shivaji Maharaj Vastu Sangrahalaya, Mumbai - 400 005

It's Career Services: 1800 298 1111 Email: careers@tcs.com

19