



Bhawana Kumari
B6/3, Indorama Staff Colony,
M.I.D.C, Butibori,
Nagpur-441122

December 16, 2021

Dear **Bhawana**,

We are delighted to offer you a position as **Junior Associate Technology** with Publicis Sapient, a division of TLG India Pvt. Ltd. ("Publicis Sapient").

Publicis Sapient will provide you with a total compensation package that consists of your base salary and statutory retirement benefits.

The Total Cost to Company offered to you is INR 650000/- which includes the following:-

- An annualized base salary of INR 613879/- (including HRA)
- Provident Fund and Gratuity contributions, (As per the applicable provisions)

Tax at the applicable rate shall be deducted at source from your salary.
(Please refer to Annexure "B" for details)

Your anticipated start date will **December 20, 2021**. You will be on training for a period of 6 months from the start date of your employment. Your home office would be in **Bangalore**, India.

In addition to your salary, you will be entitled to:-

- Receive one time Relocation Allowance and other applicable benefits at the discretion of Publicis Sapient in accordance with the Publicis Sapient India Domestic Relocation Policy as amended from time to time.
- Participate in the Publicis Sapient's medical and life insurance benefits

The realisation of the above items is subject to the terms set forth in Annexure 'A' under the respective clauses.

You will be required to sign a training agreement on joining Publicis Sapient. Publicis Sapient would be making considerable investment in imparting specialized training to you for meeting the business requirements of the Company. Should you decide to leave Publicis Sapient within 18 months of the **December 20, 2021**. You would be required to pay INR 150,000 in accordance with the terms of the training agreement.

TLG India Private Limited
GIL SEZ, Candor Techspace,
Building No. 1, Tower B, Ground – 3rd Floor,
Building No. 2, Tower A, Ground & First Floor,
Building No. 5, Ground & First Floor,
SEZ Sector 21, Village Dundahera,
Gurgaon - 122016 Haryana, India

TEL +91 (124) 672 4000
FAX +91 (124) 672 4027

Registered Office: TLG India Private Limited
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Tel: +91 (22) 6804 3600 **Fax:** +91 (22) 6804 3601 **CIN:** U74110MH1972FTC015798

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Sector 144, Expressway,
Noida – 201301
Uttar Pradesh, India

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Publicis Sapien understands that because of COVID, your college final examinations may not have been completed yet and therefore you may not be able to provide the final mark sheet/degree certificate prior to your joining. Publicis Sapien, therefore allows you 3 months' time from your joining date to provide the educational proofs of graduation completion, failing which your employment shall be deemed to be automatically nullified and your services will be terminated. Additionally, in the event your examination are canceled/not conducted and/or for any other business reasons, Publicis Sapien will reserve the right to terminate your employment. This offer is subject to you agreeing to these conditions as stated herein above.

On your first day of employment, please report to our office at **Bangalore** at **8:00 a.m.** along with the documents mentioned in Annexure 'C'. Should there be a change in your start date, it is mandatory for you to communicate the same to us a week in advance as this impacts your experience with Publicis Sapien.

Kindly return a copy of this letter duly counter signed by you, within a week in acceptance of the terms and conditions set out herein. Please refer to the Annexure "A" of this letter for details on the Terms of Employment, which shall apply to your employment. By signing a copy of this letter, you agree to abide by these terms and any other published terms in effect from time to time throughout the period of your employment.

We are looking forward to your joining us. We are sure that you would find life with Publicis Sapien to be motivating and challenging.

Best Regards

Kameshwari Rao
GVP, People Strategy | Publicis Sapien

I hereby accept and agree to this employment contract. I agree to abide by the policies, rules and regulations of the Company as detailed below.

Signature : _____
Name : **Bhawana Kumari**
Date : _____

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Employee Name	Bhawana Kumari	Level/Designation	Junior Associate Technology	
			Salary Structure	
S.No.	Components	Components Details	Monthly	Annual
A	Fixed			
1	Basic Salary	35% of Base Salary	17905	214858
B	Flexible			
2	House Rent Allowance	Can be fixed at 10% or 21% of Base Salary	10743	128915
3	Leave Travel Assistance	Default amount will be set as zero or can be claimed once a year as per entitlement per career stage	0	0
	Special Allowance			
4	Special Allowance	Base Salary - (Fixed elements + Flexible Element + Optional Benefits)	22509	270106
	Optional Benefits			
5	Meal Coupons	Optional benefit to buy meals at INR 100 per day for 20 days (on an average). Default amount will be set as zero.	0	0
6	Car Lease Scheme	Available for Sr. Associate & above. Associate can join the scheme post 2 year completion. Default amount will be set as zero.	0	0
7	Car Fuel and maintenance	Optional benefit to enroll in to Car Fuel and Maintenance for people enrolled in car lease (Limits basis career stage) or self-owned car (Limit: INR 2000 per month). Default amount will be set as zero.	0	0
8	Driver Salary	Optional benefit to enroll in to Driver Salary for people enrolled in car lease (Available for Managers and above and limits basis career stage) or self-owned car (Available for all career stages and limit: INR 1000 per month). Default amount will be set as zero.	0	0
C	Base Salary = (1+2+3+4+5+6+7+8)		51157	613879
D	Total Cash = (C)			613879
9	Provident Fund	12% of Basic Salary *In case the Basic Salary is less than INR 15,000, the contribution shall be INR 1,800.	2149	25783
10	Gratuity	Deemed Value *Calculated at 4.81% of the basic salary (1.68% of base salary). The maximum aggregate value is INR 20,00,000.	862	10338
E	Total Retiral Benefits (Company Contribution)		3010	36121
	**Total Cost to the Company (Before Tax Deduction) = D+E			650000
**The above stated elements of compensation are taxable as per applicable Income Tax Laws. All the figures are in INR (India Rupees) only.				

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***Note:** The Program may be amended or withdrawn at any time and plan guidelines may be adjusted at the Company's discretion

Other Company Benefits

Publicis Sapient India Group Mediciclaim Insurance Policy

Medical Coverage	Floater of INR 3,00,000 per family (Addition Corp .Buffer INR 5,00,000 incase of normal illness and INR 15,00,000 in case of critical illness provided)
Family members covered	Self, Spouse & two children

Group Life Insurance Policy: India

Term Life Insurance (TLI) is the most basic form of life insurance. If the death of the insured individual occurs within his/her Publicis Sapient tenure, the insurance company will pay the death benefit. No money is paid at the time of individuals exit. For more information please read through the details available on the Publicis Sapient People Portal

India Personal Accidental Insurance Policy

Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement. For more information please read through the details available on the Publicis Sapient People Portal

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ANNEXURES

Annexure 'A' - Terms of Employment

Annexure 'B' - Elements of Compensation

Annexure 'C' - Documents to be submitted on the Date of Joining

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Annexure 'A'- Terms of Employment

We are detailing below some of the significant terms of employment and employment policies that will apply to you at Publicis Sapient, a division of TLG India Pvt. Ltd. ("Publicis Sapient"). Please ensure that you read and fully understand all the policies.

This offer supersedes all prior understandings, negotiations and agreements, whether written or oral, between you and Publicis Sapient as to the subject matter covered by this offer letter. During the term of your employment with the Company, you will be subject to all rules and regulations in accordance with Company policy as applicable, enforced, amended or altered from time to time.

COMPENSATION AND BENEFITS

Your annual compensation will be as per the schedule annexed here to and will be subject to deduction of tax at source. It should be appreciated that salary structure is designed based on certain statutory / IT laws and keeping in line with industry norms/ practices and employee feedback. Hence it is subject to change based on any of these inputs or on promotion or depending on the options exercised by you for claiming certain tax friendly benefits on your joining.

Your total compensation package is the sum total of Base, and Retirals mentioned below:

A. Base

(Base comprises of fixed and flexible elements of base compensation.
People have a choice to decide on the flexible elements of base compensation.)

Fixed Elements of Base Compensation

Basic salary

Flexible Elements of Base Compensation

House Rent Allowance (HRA)

Leave Travel Assistance (LTA)

B. Retirals (Company Contribution)

You would retire at the age of 60 years in accordance with the Company's Retirement Policy. On your retirement, you would be entitled to PF and Gratuity, as applicable. Please refer to the Company's Retirement Policy for further details.

Other Benefits

Meal Coupons

Car Lease Scheme

Car Fuel & Maintenance (Self owned cars or Car Lease Enrollees)

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Driver's Salary (Self owned cars or Car Lease Enrollees)

RELOCATION EXPENSES

This clause is only applicable to you if your package includes a component on relocation. Publicis Sapient agrees to cover your relocation benefits and expenses in accordance with the Publicis Sapient India Domestic Relocation Policy as amended from time to time. If you leave Publicis Sapient within 12 months of your start date, you agree to re-pay all relocation expenses on or before the day of your full and final settlement at Publicis Sapient.

TRAINING

You will be on training for a period of 6 months from the start date of your employment. During your training period, your performance will be assessed by Publicis Sapient. Your confirmation is subject to your good conduct and satisfactory performance in accordance with the company policies. In the event your conduct/performance is found to be unsatisfactory, Publicis Sapient would reserve the right to extend your training period or terminate your services during or post completion of training period of 6 months. Expiry of your training period should not be considered as confirmation of your employment unless a confirmation letter is issued to you in this regard.

During this period, either party may terminate your employment by providing 30 days prior notice in writing to the other party.

NOTICE PERIOD

- After the training period, the prior notice period required by either party for future termination is as mentioned below:-
 - Associates & Sr. Associates – 60 days

Subject to terms and conditions set forth herein below.

- The employment offered under this agreement shall be valid until either party terminates it by giving to the other party the number of days of prior notice specified above. Such notice may be given at any time during the course of employment. You are employed by Publicis Sapient "at will" and not for any specific term.
- In the event an employee requests for adjustment of his/her un-availed privilege leave against the stipulated notice period then the company may in its discretion agree to do so.
- Publicis Sapient reserves the right, at its sole discretion, to terminate your employment without providing the required period of notice, by paying salary in lieu of notice.
- Where you notified Publicis Sapient of your voluntary termination, Publicis Sapient reserves the right to accept your resignation anytime during the notice period stipulated above. You will be required to mandatorily provide minimum notice period of thirty (30) calendar days which will not be allowed to be adjusted against the un-availed privilege leave. You shall not be entitled to any

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salary or any benefits after the effective date from which such resignation is accepted by Publicis Sapient.

- In the event you do not provide the required period of notice, before voluntarily terminating your employment, Publicis Sapient reserves its right to forfeit your salary as per the requisite notice period duration. In addition, Publicis Sapient will also be entitled to adjust any amounts outstanding against you from your salary, accrued vacation or expense reimbursements, as may be legally permissible.
- You acknowledge that if you fail to provide the minimum notice period of thirty days as stated above, Publicis Sapient is bound to suffer substantial damages caused due to improper transition of work, delay in completion of project, hiring and training of your replacement as per our client's requirements. Therefore considering the gravity of damages that could be suffered by the company, the company reserves its right to assess and recover such damages from you as it deems fit.
- In case of breach of these Terms of Employment or misconduct (which includes amongst other things failure to return to work after vacation, absconding from work, taking actions injurious to Publicis Sapient's business or reputation, undertaking fraudulent acts, obtaining a criminal conviction), Publicis Sapient may terminate your employment without prior notice and without any payment in lieu of notice, and all benefits shall be withdrawn with immediate effect.
- There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.

CAUSE FOR TERMINATION

In case of breach of these Terms of Employment or misconduct (which includes amongst other things failure to return to work after vacation, absconding from work, taking actions injurious to Publicis Sapient's business or reputation, undertaking fraudulent acts, obtaining a criminal conviction), Publicis Sapient may terminate your employment without prior notice and without any payment in lieu of notice, and all benefits shall be withdrawn with immediate effect.

PROPRIETARY INFORMATION AND CONFIDENTIALITY

Please note that the conditions of this offer letter are specific to each individual and therefore, the terms should be held in confidence.

During your employment with Publicis Sapient, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of Publicis Sapient any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to Publicis Sapient or any of our existing or prospective clients. Upon joining, you will be required to sign the standard Publicis Sapient Non-Disclosure, Non-Solicitation and Non-Competition Agreement regarding these and other matters relating to your employment.

INTELLECTUAL PROPERTY

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All the proprietary rights title and interests in any and all intellectual properties, such as ideas, inventions, or works which are conceived, developed or prepared by you during your employment with the Company, shall vest with the Company absolutely.

COMPLIANCE WITH POLICIES

You acknowledge that being an employee of Publicis Sapient you must comply with the corporate policies and procedures ("Janus") of the Publicis Groupe. You also understand and acknowledge that these policies and procedures are continually evaluated and these may be amended or altered from time to time and as applicable and enforced shall be binding upon you.

DISCLOSURE AGREEMENT

You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business(es) or activities of the Company, and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between you or any immediate relative, any such interests or circumstances which may arise during your employment.

INSIDER TRADING

Please note that during the period of your employment with Publicis Sapient and for a reasonable period thereafter, you will be strictly required to follow guidelines regarding insider trading and that will require compliance with U.S. Securities laws, including but not limited to not sharing of non-public information about Publicis Sapient or any of its Clients or affiliates that may trigger insider trading violations, with anybody, including spouse and family.

ABSCONDING CLAUSE

If you absent yourself without approved leave or remain absent beyond the period of leave originally approved or subsequently extended, the same shall be considered as you having voluntarily terminated the employment without giving notice unless you

- Return to work within three days of the commencement of such absence, and
- Give an explanation to the satisfaction of the Company regarding such absence.

LEAVE

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You will be entitled to leave, holidays and other service benefits as per the rules of the Company as amended from time to time.

TRAVEL

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy.

PLACE OF WORK

You may, during your employment with the Company, be considered for employment or assignment at any other work place/branch/division of the Company within India or in any other country where the affiliates of the Company do business. Decisions for such transfers, which may be for short duration or of a long-term or permanent nature, will depend on your suitability for the intended task and other relevant factors. In the event that such a transfer is requested by the Company, you will be required to report for duty at the new place of work from the effective date communicated to you in this regard.

WORK SHIFTS

Please note that may Publicis Sapien require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the company.

EMPLOYMENT RESTRICTIONS

Your employment with Publicis Sapien is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity. In the event you opt to become a partner in a partnership firm or a Director on the Board of any Company, you are required to seek prior written approval from Vice President, People Success. Publicis Sapien will have the sole discretion to approve or disapprove such a request based on Publicis Sapien's internal guidelines for deciding such requests.

BACKGROUND CHECK

This clause is applicable to you during your probation period also.

Your appointment is subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be

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automatically cancelled and your services will be terminated. If required, Publicis Sapient may also conduct client specific background checks regarding you after the commencement of your employment, in the event that a Publicis Sapient client requires background checks to be conducted as an eligibility condition for working on projects for such client and if you are staffed / are to be staffed to any such project. In the event any client prescribed background checks are to be conducted, you will be required to cooperate fully in the exercise and disclose the relevant information required from you for successfully completing such background check. Based on the results of such background check, Publicis Sapient reserves the right to withdraw your staffing on such project, or to take disciplinary action against you as appropriate.

CHANGE OF ADDRESS

You shall keep Publicis Sapient informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by Publicis Sapient on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

TLG India Private Limited

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Building No. 2, Tower A, Ground & First Floor,
Building No. 5, Ground & First Floor,
SEZ Sector 21, Village Dundahera,
Gurgaon - 122016 Haryana, India

TEL +91 (124) 672 4000

FAX +91 (124) 672 4027

TLG India Private Limited

Oxygen Business Park Private Limited SEZ,
Tower C, 2nd - 4th Floor, Plot No. 7,
Sector 144, Expressway,
Noida – 201301
Uttar Pradesh, India

TEL +91 (120) 479 5000

FAX +91 (120) 479 5001

TLG India Private Limited

Bagmane Constellation Business Park,
2870, Building Virgo, Outer Ring Road,
Doddanekundi Circle, Marathahalli Post,
Bengaluru - 560037 Karnataka, India

TEL +91 (80) 6128 0000

FAX +91 (80) 6128 0001

Registered Office: TLG India Private Limited

15th Floor, Umi Estate, Tower A, 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai-400013.

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Annexure "B" to Offer Letter	
Elements of Compensation	Frequency of Payment/ Claim
A. Base	
Base comprises of fixed and flexible elements of base compensation. People have a choice to decide on the flexible elements of base compensation.	
<u>Fixed Elements of Base Compensation</u>	
1. Basic salary	
	Monthly
<u>Flexible Elements of Base Compensation</u>	
2. House Rent Allowance (HRA)	
HRA is paid to people to meet cost of rental accommodation. HRA is a flexible component and can be fixed by the person between 10% and 21% of Base Salary.	Monthly
3. Leave Travel Assistance (LTA)	
LTA is fixed per career stage. It can be claimed only once in a year and is exempt from income tax twice in a slab of 4 years. For other two years LTA amount will be paid as taxable.	Annual
4. Special Allowance	
The special allowance is equal to Base minus (Fixed elements plus Flexible Elements) chosen by the person	Monthly

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Optional Benefits	
5. Meal Coupons	
This is an optional benefit to buy meals from the office cafeteria or from across hundreds of restaurants across India at INR 100 per day for 20 (on an average) working days.	Monthly
6. Car Lease Scheme	
There is an optional car lease scheme available for Sr. Associates and above at the time of Joining Publicis Sapient. Associates can join the car lease scheme on satisfactorily completing 2 years at Publicis Sapient.	Monthly
7. Car Fuel & Maintenance (Self owned cars / Car Lease Enrollees)	
Optional benefit to enroll in to Car Fuel and Maintenance for people enrolled in car lease (Limits basis career stage) or self-owned car (Limit: INR 2000 per month). Default amount will be set as zero.	
8. Driver's Salary (Self owned cars / Car Lease Enrollees)	
Optional benefit to enroll in to Driver Salary for people enrolled in car lease (Available for Managers and above and limits basis career stage) or self-owned car (Available for all career stages and limit: INR 1000 per month). Default amount will be set as zero.	

B. Retirals (Company Contribution)	
9. Provident Fund (PF)	
As per the current rules and regulations governing the company's PF scheme, the person contributes 12% of the basic salary to the fund and the company contributes an equivalent amount. In case the basic salary is less than INR 15,000, the contribution shall be INR 1,800.	Monthly
10. Gratuity:	
Gratuity is calculated at 4.81% of the basic salary (1.684% of Base Salary). It is payable when a person leaves the services of the company after completion of a minimum of 5 years. The maximum aggregate value is INR 20,00,000.	

The above stated elements of compensation are taxable as per applicable income Tax Laws.

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Other Benefits

Benefits	Frequency of Payment/ Claim
1. Group Medical Insurance	
This is a group medical insurance cover for Publicis Sapient people during their employment with Publicis Sapient with a total floating medical cover of INR 3,00,000 per family and corporate buffer of INR 5,00,000 (INR 15,00,000 in case of critical illness) covering self, spouse and two children. For more information please read through the details available on the Publicis Sapient People Portal.	Annual
2. Group Life Insurance	
Term Life Insurance (TLI) is the most basic form of life insurance. If the death of the insured individual occurs within his/her Publicis Sapient tenure, the insurance company will pay the death benefit. No money is paid at the time of individuals exit. For more information please read through the details available on the Publicis Sapient People Portal.	Annual
3. Group Personal Accident Insurance	
Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement. For more information please read through the details available on the Publicis Sapient People Portal.	Annual

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Annexure "C":

Documents to be submitted prior to joining for Background Check purpose (Scanned format required):

Components	Mandatory Documents (Scanned)
Highest Education Qualification Attained	a. Degree / Provisional Certificate b. Final Year / Consolidated Mark Sheet
All Employments in last 05 years	For All Previous Employments - a. Experience OR Relieving Letter b. Offer Letter c. First and Last Pay Slips For Current Employment - a. Offer Letter b. Last 02 Months' Pay slips

Documents to be submitted on the Date of Joining:

Components	Mandatory Documents (Hard Copy)
For Employment Records	a. Experience and Relieving Letter (only from the last organization) b. Provident Fund (PF) number, Universal Account Number (UAN) and other details from the previous organization {For PF Transfer}
For Salary Account Opening Formalities	For New Salary Account - a. 1 colored passport size photograph b. Proof of Identity (PAN / PASSPORT / VOTER ID CARD) For Existing Citibank/ICICI/YES Bank Account Holders - a. Account Details
Identity & Address Proof	a. 1 colored passport size photographs b. 2 copies of PAN Card c. 2 photocopy of Permanent Address proof (Aadhar Card is a mandatory document, if you don't have one please apply ASAP) d. Passport copy

Please Note: If you "**DO NOT**" have the PAN card, immediately apply for it, by logging on to the below link <https://tin.tin.nsdl.com/pan/index.html>

Note: Any delays in submitting the PAN details will lead to delay in processing your salary

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