

June 16, 2021

Mary Sherena A
chennai
Tamil Nadu
India

Sub: Letter of Contract

Dear Mary Sherena A,

With reference to our discussion, we are pleased to inform you that you have been selected for contract employment with HCL TECH LTD. - IOMC as Contract Retainer. The following terms and conditions will apply to you: -

1. Your contract shall be from **June 17, 2021** to **June 16, 2022**. The contract can be extended for another specified period with mutual consent. You will be entitled to statutory benefits as per the respective Acts and as per rules/policies of the company.
2. You shall be paid a consolidated amount of **Rs.24500 per month**, subject to Income tax deduction at source.
3. You will be required to undertake the necessary joining formalities with the company at the time of starting of your engagement
4. The company will undertake the background verification / validation process in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs etc. with the help of a third party as and when required.
5. You are being engaged for this assignment based on your particulars and information made available by you and in case the said particulars/information is found false or incorrect, your engagement will be deemed cancelled *ab-initio*.
6. Generally, we would advise you not to take any leave during your contract engagement. In case of exigencies of work/sickness, you may take one leave per month. Any leave over and above this, will be treated as Leave without payment.
7. The company shall have the discretion to re designate you according to the company's requirement.

8. During your contract with the company, you will be liable to be transferred or deputed to any of the offices/departments, units of the company, Associates/Subsidiaries/group companies, whether existing or to be set up/acquired anywhere in India, on similar terms and conditions of contract.
9. The company will expect you to undergo assigned tasks with high standard of initiative, efficiency, loyalty and economy.
10. You will be required to work as per the standard working hours of the Company. You may be required to work in shifts and/or extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.
11. If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice or any salary in lieu of notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you
12. Your engagement with the Company can also be terminated either by the Company or by you by giving the other party **30 days** advance notice. If the Company terminates and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of 30 days' notice may be extended, if mutually agreed by you and the Company. On termination of your engagement for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.
13. Your continuance on this engagement with the Company is subject to your remaining physically and mentally fit. You will need to undergo medical examination as per the directions of the management, if required.
14. You will be required to maintain utmost secrecy and will not divulge or give out to anyone in any manner, particulars or details of any of the trade secrets manufacturing or research process, financial, administrative and /or organization matter or any transaction or affairs of the company of confidential nature.

15. Any knowledge or information which you gather during the contract shall not be disclosed by you outside this company, either during the contract period or subsequently.
16. You shall not have any right (intellectual or otherwise) on the software or the source code which gets created during the contract and all the rights to this software or source code shall remain with the company. All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your engagement, shall be deemed to be sole property of the Company and you hereby waive any and all right, title or interest, if any, in the same in favor of the Company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the Company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the Company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your engagement with the Company. Promptly upon the expiration or termination of your engagement with the Company or upon the request of the Company, you shall return to the Company all documents and tangible items, including samples, provided to you or created by you for use in connection with services to be rendered by you, including without limitation all confidential information of the Company, together with all copies and abstracts thereof.
17. You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealt with the company and if you are offered any, you should immediately report the same to the Management
18. You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge; failing which the Company shall be entitled to recover the cost of the same from you.
19. You shall not engage directly or indirectly in any profession, trade or business on your account that conflicts with your functions and duties towards the Company.
20. You expressly agree and undertake to fully indemnify, compensate and hold the Company harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts or omissions. You further agree that you will defend at your own expense and will indemnify and hold the Company harmless from and against any and all damages, demands, expenses, claims, liability, injuries, suits and proceedings asserted or brought against the Company on a claim that any material, software or other writings or articles developed by you for the Company during the course of your engagement with the

HCL TECHNOLOGIES LTD.

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Company constitutes and infringement of any patent, copyright or other third party intellectual property right.

21. Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of HCL as applicable to you and the changes therein from time to time.
22. Your contract will not give you any right of appointment or lien on any permanent post in the company.

In case the above terms and conditions are acceptable to you, please sign the duplicate copy of this appointment letter in token of your having understood and agreed to the same and submit the same to **[#TP - Rate Approval Form:recruitercode-FirstName#]** **[#TP - Rate Approval Form:recruitercode-recruitercode-LastName#]** .Please note that no commitments other than what is mentioned in this letter will be applicable to you or entertained by us.

For HCL TECH LTD. - IOMC



Amrita Das

Vice President, Head-Global Rewards