

NTT DATA Global Delivery Services Private Limited

Block 2, 2nd Floor, D7
Plot No. 123, EPIP Phase II, Whitefield Industrial Area
Bangalore 560 066 India
Tel: +91.80.3342.6000



September 08, 2021

Ms. GAYATHRI V

**D/O S VENKATASUBAMANI, 59, ALANGARIAMMAN KOVIL STREET, NADUVIRPATTI, ETTAYAPURAM
628902, THOOTHUKUDI DISTRICT, TAMILNADU**

Dear GAYATHRI,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you a position in NTT DATA Global Delivery Services Private Limited ("the Company", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns), as a **Services IT Development Program Senior Associate II** in Salary Grade **5** at the office of the Company in **Chennai**.

The following are the terms and conditions:

- 1) Your total compensation and benefits will be as per the enclosure. All the tax liabilities on the entire compensation, at present or in the future, shall be borne by you.
- 2) You will be on probation during the first six (6) months of your joining the Company. You would be confirmed in the services of the Company based on your performance review at the end of the probation period. In case your performance is found to be unsatisfactory, your services are liable to be terminated or your probation period might be extended as per the discretion of the Management.
- 3) Your role, duties and responsibilities will be as assigned to you from time to time by your assigned supervisor(s) as authorized by the Company. You agree to serve the Company faithfully and perform such duties as may be entrusted by your assigned supervisor(s) as authorized by the Company from time to time.
- 4) During the term of your employment you agree to devote your entire energy, full and undivided attention exclusively to provide services to the Company/ its clients and commit that you will not represent, handle or otherwise undertake any other business activity, it being clearly understood that you will devote your full working time exclusively to the Company's work and business. You will not carry on, without prior permission in writing, any lecturing or any business, either alone or in partnership, or be directly or indirectly employed or be concerned with any business, trade or profession whatsoever as a principal or an agent or otherwise, take up any office or place/ position of profit or serve any other company as an agent/ partner/ employee or in any other capacity during the term of your employment with the Company. Breach of this condition shall lead to immediate termination of your services by the Company without any notice or compensation.
- 5) You agree and represent to the Company that you are not subject to any other existing contract, which would affect or impede your ability to perform in accordance with this letter.
- 6) This agreement may be terminated by providing a notice in writing on either side or salary in lieu of such notice. As per the Company's current policy, the notice period is 30 days for employees on probation and 60 days for employees who have been confirmed in your Salary Grade. Your relieving from the services however, depends on the satisfactory completion of any assignment(s) you are working on during the said notice period and the completion of hand over formalities as defined by your supervisor. Please bear in mind that the Company's policies (including the one pertaining to notice period / separation) are subject to changes from time to time and you will be communicated of those changes in a timely manner.

CIN: U72900KA2011PTC060769 | www.nttdataservices.com

Regd. Office: NTT DATA Global Delivery Services Private Limited
Plot 123, EPIP Phase II, Whitefield Industrial Area, Bangalore, Karnataka 560066, India
Confidential

- 7) The Company, at its discretion, can ask you to continue in service during the period of notice and need not necessarily accept salary in lieu of notice from you. The Company may, however terminate your services without any notice or compensation in the event of:
- a) You remaining absent from work without authorization or reasonable explanation for more than three (3) consecutive days. It would be considered as voluntary abandonment of duties and your name would be struck off from the rolls. Further, you will be liable to pay the Company, including without limiting, an amount in lieu of the notice period.
 - b) Incompleteness of documents or misrepresentation of facts provided during the hiring process. Further, in addition to termination without any notice or compensation, the Company shall have the right to claim from you the damages equal to the amount spent by the Company in recruiting you and for conducting your background verification. You agree that the damages are most reasonable and are absolutely necessary and fully required to safeguard the bonafide interests of the Company.
 - c) Any breach or refusal to carry out your duties or responsibilities or refusal to carry out tasks assigned to you by those in authority.
 - d) Any reasonable suspicion of misconduct, disloyalty, commission/omission of an act involving moral turpitude, any act of indiscipline or inefficiency.
- 8) It is hereby agreed by and between the parties that in case you leave the services of the Company out of your own will without serving on the Company the prescribed written notice or salary in lieu thereof, the same shall constitute a substantial breach. In such event, you agree that all sums advanced or to be advanced hereafter or paid or otherwise expended on your behalf or on your account and any other expenses lawfully incurred by the Company in connection with your probation/ training/ employment shall be paid back by you to the Company.
- 9) Upon joining the Company you shall enter into the confidentiality undertaking as a condition of your employment hereunder. Upon the termination of your employment, you will return to the Company all papers, notes, records, documents and other properties that was used created or controlled by you or happened to come across or become known to you during your tenure of service relating to the business or affairs of the Company or any of its associates or branches or their clients and will not retain any copies or extracts of the same.
- 10) You will be entitled to leave and other fringe benefits as per the policies of the Company that may be in effect from time to time.
- 11) The Company is a member under the Provident Fund scheme and registered under the Employee Provident Funds and Miscellaneous Provisions Act, 1952. You will be required to be a member of the Provident Fund scheme subject to the act and rules.
- 12) You hereby give your consent for carrying out background verification which may include education, past employment, criminal background check, pending litigation, medical test and any other verifications as may be required by the Company or its clients from time to time.
- 13) This appointment is subject to:
- a) You furnishing the Company with a relieving letter as requested on or before the date of joining from all your previous employers including your most recent employer.
 - b) The Company receiving satisfactory reports from all references cited in your application.
 - c) The Company may, at its discretion, require the background verification or any part thereof, to be carried out (i) prior to your joining the Company (ii) at any time after your joining the Company or (iii) as and when you may be assigned or seconded to its clients. In the event of your background verification being negative, the Company shall have the right at its sole discretion to initiate appropriate action including termination of your employment.

- 14) The Company has a Zero Tolerance policy towards unethical behavior:
- a) If it comes to the notice of the Company at any time that any of the details provided by you is false, the Company reserves the right to terminate your services with immediate effect without paying any salary in lieu of the notice period.
 - b) Your conduct at all time should reflect observance of the national and local laws and the rules and regulations of the Company that are in effect. These may change from time to time and you have a duty to be in step with the changes. In all dealings with the Company and its clients and their organizations, the highest standards of propriety and integrity will be expected of you.
- 15) The Company reserves the right to depute / transfer your services to any other location or group company in consistence with the Company's interest.
- 16) At any time during your employment the Company, in its sole discretion, may require you to work remotely either temporary or on permanent basis in accordance with the Company's Global Remote worker policy. In such cases the employees are expected to have a suitable remote work area.
- 17) You covenant and agree that for a period of one (1) year following your resignation, relieving, retrenchment or termination of your employment for any reason whatsoever, you shall not directly or indirectly do any of the following:
- a) Solicit or accept any business from a person, firm or corporation that is a customer of the Company during the term of your employment with the Company.
 - b) Solicit or accept any business from any person, firm or corporation that is prospective customer of the Company with whom you had any dealings on the Company's behalf during the term of your employment with the Company.
- 18) Any delay or non performance of any of the provisions of this letter, to the extent caused by the condition beyond the control of the Company, including strike, lockouts, work stoppages (including industrial action of any kind which requires the Company and you to accept the terms of settlement) which the Company considers unacceptable to the business ("Force Majeure Event") shall not constitute breach of this letter and the time for performance of such provision, if any, shall be deemed to be extended, for a period equal to the duration of the conditions preventing performance. However, Force Majeure Event shall not include:
- a) Any event which is caused by the negligence or is intentional of any party to this letter.
 - b) Insufficiency of funds.

The Company affected by an event of Force Majeure Event shall communicate to you of such event as soon as possible and in any not later than fourteen (14) days, following the occurrence of such event and will take all reasonable steps to mitigate the effects thereof.

When the Force Majeure Event ceases, the parties shall resume their responsibilities under the terms of this letter within seven (7) working days, or, if the same is not possible within the said time period, then as soon as reasonably and commercially possible.

In the event that a Force Majeure event materially frustrates this letter and has prevented, or if the Company reasonably believes that such event occurred to prevent, timely performance hereunder for a period of more than one (1) month, then the Company may temporarily take reasonable steps to mitigate its potential damage, including procurement of services from such other sources as will be satisfactory to meet the Company's requirement for the period of the Force Majeure Event. If a Force Majeure Event materially frustrates this letter and if the parties are unable to perform due to a Force Majeure Event for more than two (2) months, either party may terminate this letter without any further obligation, provided however, that any outstanding amounts are paid by the Company to you and vice-versa.

- 19) The Company will collect and process certain personal information in relation to your employment with the Company. You hereby acknowledge and consent to the collection, use, storage and processing of your personal information, including Sensitive Information, for the purpose of administering your employment with the Company, including for the purposes of administering employment related benefits, maintaining employee records, and conducting background verification and performance reviews. You also agree and consent to the transfer or disclosure of your personal information and Sensitive Information to the Company's affiliates, parents, and third-party service providers. You acknowledge and accept that these recipients may be located within or outside of India, in a country which may have different data privacy laws applicable.

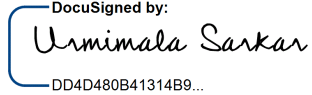
The term 'Sensitive Information' means and includes such personal information that relates to your passwords, physical, physiological, or mental health condition, sexual orientation, medical records, financial information and biometric information. You hereby consent to the processing of your personal information in the manner described above, whether by the Company or any service provider on behalf of the Company."

- 20) You declare that you have not suffered or are suffering from any mental disease/ deficiency/ disorder and also declare that you are having sound physical and mental health to work with the Company.
- 21) You declare that you have not been convicted by any civil or criminal courts of law in India/ abroad.
- 22) You shall maintain a high level of ethics and code of conduct for a good and professional relationship at your work place. While on overseas deputation, as a representative of the Company, it is your moral responsibility to ensure that the image and reputation of the Company is not tarnished by your personal conduct.
- 23) If you breach any of the restrictions imposed herein, you agree to be liable for payment of estimated liquidated damages as may be determined by this letter.
- 24) You are required to join the Company on or before **September 08, 2021** failing which, the Company at its sole discretion reserves the right to revoke the offer made to you.
- 25) You will retire from the service of the Company on the last day of the calendar month in which you attain the age of sixty two (62) years or earlier, in case you are found to be physically / mentally unfit to work any longer or for continued ill health as certified by a medical practitioner designated by the Company. Your date of birth as per our records is **January 30, 2000**.
- 26) You will be governed by the statutory regulations / provisions and the laws and policies of the Company applicable to your position, which may be framed from time to time.
- 27) The agreement shall be construed in accordance with the laws of India. The parties agree to subject themselves to the jurisdiction of competent courts at Bangalore alone to try and adjudicate upon any matter concerning this agreement.
- 28) Any change in the above address of either your or the Company's shall be duly informed to the other party by the party whose address has changed within a period of seven (7) days from such change.
- 29) If no change has been intimated or received, the address mentioned above shall be deemed to be the address of the concerned parties.

If these terms are acceptable to you, kindly sign and return the duplicate of this letter in acknowledgement thereof.

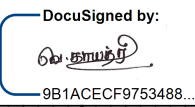
We look forward to having you with us and we assure you an interesting and rewarding career with the Company.

**Yours sincerely,
FOR NTT DATA Global Delivery Services Private Limited**

DocuSigned by:

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**URMIMALA SARKAR
ASSOCIATE DIRECTOR - TALENT ACQUISITION**

I agree and accept employment on the terms and conditions mentioned in the letter. I shall be reporting to work on _____.

Signature: 
9B1ACECF9753488...

Date: September 12, 2021 | 9:40 PM CDT

Compensation and Benefits			
Name	GAYATHRI V		
Designation	Services IT Development Program Senior Associate II	Grade	5
Joining Date	September 08,2021	Location	Chennai
Group 1		Per Month (in Rs)	Per Annum (in Rs)
Basic Salary You will be paid a Basic Salary of		11667	140004
Group 2 (Allowances)			
The Flexible Compensation Plan (FCP) includes: . House Rent Allowance . Leave Travel Allowance . Children Education Allowance . Children Hostel Allowance . Professional Development Allowance . Meal Pass . National Pension Scheme . Special Allowance		15540	186476
Group 3 (Deferred Benefits / Retirals)			
Provident Fund* (12% of Basic Salary) Employer's Contribution		1400	16800
Gratuity (4.8% of Basic Salary) Contributions shall be made by the Company as per the provisions of the payment of Gratuity Act 1972.		560	6720
Total Fixed Compensation		29167	350000

Variable Pay

Additionally, you will be eligible for a discretionary variable incentive pay in accordance with the terms and conditions of the applicable plan assigned to you based on your job and business unit.

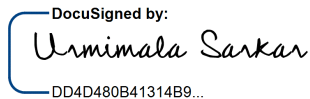
* PF contribution: If your basic salary is less than INR 15,000 per month, then for the purpose of PF computation and contribution, the sum total of basic salary and undeclared portion of the Special Allowance will be considered up to the extent of INR 15,000 per month. If your Basic salary is Rs. 15,000 or more, the PF contribution will be calculated on Basic Salary only.

Medical and Insurance Benefits
Hospitalization Insurance You are covered under the Group Hospitalization Insurance Policy which covers self and eligible dependents for a maximum benefit of INR 3, 50,000 .
Personal Accident Insurance You are covered under the Personal Accident Insurance for self as per Company policy.
Group Life Insurance Scheme You are covered under the Group Life Insurance for self as per Company policy.
Other Benefits
Discretionary Advance against Salary On confirmation, you will be eligible for discretionary salary advance upto a maximum of six (6) months basic salary for taking care of any medical emergencies for self and family members, as per the Company policy.
House Deposit Advance You are eligible for house deposit / advance upto a maximum of 10 months' rent or 6 months HRA or actual advance payment whichever is lower, as per the Company policy.
Salary Advance On confirmation, you will be eligible for salary advance up to a maximum of one (1) month gross salary for taking care of any personal emergencies for self, as per Company policy.

The benefits stated above may be withdrawn, changed or modified by the Management at its sole discretion, from time to time and will be notified to you as per the Company policy. The eligibility shown is as per current policy and is subject to change from time -to-time as per the Company policy.

Yours sincerely,

FOR NTT DATA Global Delivery Services Private Limited

DocuSigned by:

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URMIMALA SARKAR
ASSOCIATE DIRECTOR - TALENT ACQUISITION

Annexure - A**Retention Bonus Payout Program****Term of Employment:**

We are pleased to inform you that you are eligible for the Retention bonus of 25% of starting base salary payable at 18 and 24 months (40/60 ratio). However there will be a modifier applicable on second payment based on performance.

You will be eligible for a potential retention bonus as stated above subject to You remaining as an active employee in good standing employed by the Company from the date of this Agreement through the "Retention Period; and Complying with all other conditions stated in this document and your letter of appointment.

The Company reserves the sole right to withdraw the retention bonus offered to you, if you on or before the completion of the term

- Leave the Company voluntarily, including job abandonment
- Are terminated for misconduct
- Are terminated based on your performance
- Refuse to accept travel assignments, if any

**Yours sincerely,
FOR NTT DATA Global Delivery Services Private Limited**

DocuSigned by:

Urmimala Sarkar

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**URMIMALA SARKAR
ASSOCIATE DIRECTOR - TALENT ACQUISITION**

ANNEXURE 2**WORK FROM HOME CONDITIONS UNDERTAKING**

Pursuant to my acceptance of the role as per the general terms and conditions and compensation mentioned in the Appointment Letter, I acknowledge that my employment is subject to the conditions as stated in this Annexure 2.

Under the prevailing circumstances of the pandemic spread of COVID-19, in order for the Company to ensure the safety and wellbeing of its employees and their families, clients, visitors and the general public, the Company is recommending that employees shall Work From Home (WFH) where possible.

I clearly understand the work from home dynamics as explained to me during the interview process and at the time of explaining the offer and I agree to abide by the below provisions without any exception.

I also understand that my failure to follow any one or more of the provisions mentioned in this undertaking either completely or there in part, may lead to disciplinary action against me and may also lead to termination of employment.

I Agree:

To make my workspace at home comfortable and ergonomic to comply with continued working hours.

To arrange for a backup facility for electricity failure to allow uninterrupted power during my scheduled working hours.

To be physically present at the location of work as required for collection of IT Assets on the date of joining or as advised by the Company. This will be basis of applicable lockdown conditions prevalent at the said time.

To have sustainable high-speed internet board band connection (DSL/Cable/Fiber) to comply with the remote work from home conditions as per terms of the offer letter. Mobile phone hotspot, Wi-Fi Dongle will not be considered as high-speed broad band internet. I will arrange to have required internet facility available at my home in case of work from home prior to my date of joining the Company. The Company may, as per the applicable policy, provide me with the necessary computing system and other equipment ("Equipment") to perform work while working remotely. Provided however, where permitted by the Company to so do so, I agree to use my personal mobile phone/Tablet/Laptop/Desktop for video conference calls during trainings and/or business meetings and other work related matters, for a temporary period until the Company provides me with a computing system.

In any event, I will have to travel to my base office location at the time of my IT asset allocation in case I am authorized to work from home and shall ensure that I have followed the relevant approval protocol.

If provided, the Equipment will continue to be the property of the Company and I will be using the same for business purposes only. I will be responsible for the care of the Equipment provided by Company and keep it in good performing order for the purposes of remote working requirement.

I will also be responsible for protecting the Equipment and its contents.

I shall take all necessary precautions to secure the Equipment and shall be responsible for a loss / Damage of the Equipment. I will use the Equipment only to perform my ongoing duties to the Company and the Company's clients, and in accordance with applicable policies of the Company while working remotely.

I acknowledge and agree that I shall comply with all the Policies of the Company during the time of my employment and shall also comply with the NTT DATA Code of Business Conduct ("COBC") including without limitation to information security policies, requirements and guidelines, including any changes to security and configuration requirements of the Official Asset. I further confirm that I shall use the Equipment in compliance with all applicable laws, including but not limited to the Telecom Regulations Authority of India.

I acknowledge and agree that I continue to be bound by the terms of my employment and will strictly abide by the confidentiality and data privacy obligations undertaken by me as a condition of my employment with the Company, which also aims at protecting confidential information of the Company and Company's customers and clients.

I will take strict measures in order to ensure that all of Company's and Company's customer personal and/or sensitive data that I may have access to, remain protected against any unauthorized access or disclosure.

I further agree that I shall comply with the instructions provided in Exhibit A below regarding the use of the Equipment.

I further understand and confirm that any breach of Company policies or applicable client policies will lead to appropriate disciplinary action against me including and up to termination of my employment.

1. Specifically, with respect to working from home, I shall:

- a. Enter time in Synergy, if applicable, as per the hours worked in actual and in line with timesheet guidelines
- b. Use a secure network for performing official work.
- c. Make best efforts to ensure that there is no negative impact to productivity or quality of work during the course of my employment.
- d. Deliver expected work outcomes within specified working hours span and will follow training and operating procedures strictly.
- e. Continue to comply with the Code of Business Conduct, Company's Information Security Policy and the highest safety standards.
- f. Share phone/mobile numbers used to perform official duties with my manager and team members so I may be reached by my team and stakeholders easily during working hours.
- g. Be available for all meetings via phone/Zoom/Microsoft Teams etc.
- h. Ensure the protection of proprietary and confidential Company and client information accessible from my workspace while working from home, in accordance with Company policy and applicable law.
- i. Immediately report any health and safety and any other risks in the home-based worksite to my supervisor.

I will be responsible to bear all costs related to repair or replace any breakage/damage to company-provided Equipment like laptops/Desktop/monitors/LCD Screen and/or power/electrical devices like UPS/power adapter /cables provided by the Company. Such costs will by default be deducted from my monthly salary.

If working remotely, when so required, I will make myself available for on-site meetings or training from time to time as required by Company. I will take all preapprovals that may be required before entering any Company premises.

I will follow all statutory, health, and safety protocols as part of guidelines laid down by the government and the local authorities enacted by my Company when asked to return to office.

I will have to complete the required working hours as per terms agreed in the offer and if for any person reason, I take a break, I will have to intimate about the same to my manager and take my managers approval.

I have to maintain normal productivity and make myself available during the regular working hours.

I will have to commit and achieve hourly/daily/monthly productivity and quality targets assigned to me.

I will not work for anyone other than NTT DATA during the course of my employment and I will not undertake non-work-related activities during my working hours.

I will coordinate about my work schedule with my Hard-Line Manager and will be responsible for keeping my Hard-Line Manager and team informed about the status of my work.

I hereby consent to comply with all the provisions of the work from home policy shared by Company and I further state that it will be my responsibility to abide by all the above-mentioned requirements by the Company. I also understand that on any failure to comply with the above mentioned actions, the Company is entitled to initiate appropriate action as per Company Policy including rescinding the employment contract and in such instance my contract of employment will stand terminated with immediate effect on the date of such communication by the company. I am aware and accept that the termination on such situation would be on account of my noncompliance as per the conditions of the offer letter. I also understand that I will not be entitled to any notice period pay out on account of the termination related to the matters mentioned in the undertaking.

Company reserves its right to initiate appropriate action against me in terms of the Offer Letter Employment Agreement and the policy of the Company including termination of my employment and I have hereby provided my consent to the same.

I further undertake and agree to indemnify and keep indemnified the Company for any loss, damages, claims, expenses, etc. that the Company may incur at any time now or during the future, and any other claims that may arise against the Company by any third party in relation to the above.

I confirm that I have given this Undertaking with my free will and consent and without coercion or duress.

I confirm that the terms and conditions detailed in this Undertaking are most reasonable and are absolutely necessary and fully required to safeguard the bonafide interests of the Company.

Accepted:  DocuSigned by:
9B1ACECF9753488...

Name:

Date: September 12, 2021 | 9:40 PM CDT

Exhibit A - Working Remotely with Official Assets

1. **Update your Emergency Contact Info in Navigator** o This should include your home address, personal home phone number, and personal mobile number – to be used by NTT DATA Services in the event of an emergency

2. **Do not tamper with your computer or the IT / Security controls**

Leave your computer powered on 24x7 to allow for patching

Do not disable, stop, alter, or uninstall any software installed by NTT DATA

Do not physically remove or replace any hardware

Do not use USB storage devices (e.g., thumb drives, removable hard drives, etc.)

USB ports should be only used for mouse, keyboard, or WiFi dongle if required

Open a ticket with the IT Service Desk to install any software

3. **For any IT issues, please contact the IT Service Desk at:**

Web: <https://nttdatagroup.sharepoint.com/sites/SRV/S-myHubInfo/SitePages/IT-Support.aspx>

VoIP: (8) 100 4000; Toll free (USA): (888) 532-6021

Email: ITServiceDesk@nttdata.com

4. **If your computer is lost or stolen, please contact the CSIRT team immediately at:**

Email: CSIRT@nttdata.com

5. **Ensure that your computer remains secure while it is in your care**

Prevent access or use by family, friends, neighbors, visitors, etc.

You are responsible for protecting your computer and its contents

Keep your computer away from windows or publicly visible areas to lower the risk of theft

Protect any electronic or hard copy data with the same level of care that you are required to while at NTT's facilities

6. Personal computers must not be used to connect to NTT DATA networks or perform work for NTT, including Office365 and Outlook Web Access (OWA)
7. Personal computers may only be used to connect to client networks or systems with prior written approval from the client AND from NTT DATA Services' CIO and CISO

8. **Other Security Tools and Applications that may assist in remote work:**

Password Reset Tool: <https://selfservice.portal.nttdataservices.com/showLogin.cc>

Okta 2FA Registration: <https://services-onentt.okta.com/>