



Mukherjee Sangramjith Sital
Kaithakattu House, Kothavara,
Vaikom, Kottayam

Siemens Technology and Services Pvt. Ltd.

Date **24 March 2021**
Name & Email Vedvati Karandikar,
vedvati.karandikar.ext@siemens.com
Dept HR / Talent Acquisition
Company Siemens Technology and Services Pvt. Ltd.
Our reference 240151/5982860

Dear Mukherjee,

We're really excited you want to join Siemens and further your career with us.

We are pleased to offer you the position of **Graduate Trainee Engineer** starting **05 July 2021** in **Digital Discrete Industries** Division in **Bangalore** Location.

Your annual compensation, calculated on a cost-to-company basis, is **Rs. 5,00,000 /- p.a. (Rupees Five Lakhs Only)**, with the details provided in **Annexure I**. On successful completion of your probation period, your Target Pay will be incremented by Rs. 50,000/- and the Position Level will be PL11. The Position Title and Designation will be according to the position that you will be assigned based on business needs. This is a one-time increment and all future increments will be subject to annual performance cycles.

Your appointment is based on the terms and conditions provided in the attached Annexures with a few points to note here:

1. **Start date** – We look forward to you joining us, and in the unfortunate event you do not join us on your confirmed start date, your appointment will automatically be withdrawn. Please note that your date of joining the organization will be maintained in the electronic employee master of the Company, known as your “Seniority Date” and shall be considered as final.
2. **Office location** – You are initially appointed to work in our **Bangalore** office.
3. **Residence proof** – The address in your application shall be deemed to be correct for sending any communication to you.
4. **Date of birth** – Based on your declaration we have recorded your date of birth as **21 December 1999**
5. **Offer** – The Company reserves the right to withdraw this employment offer/conditional appointment before or after the start date, due to background/reference checks not being satisfactory and or there being restrictions on your ability to work with us. However, the above-mentioned reasons are not necessarily exhaustive, and the decision of the Company is final and binding.

Siemens Technology and Services Pvt. Ltd.
Management: Pankaj Vyas

84, Keonics Electronics City
Hosur Road
Bengaluru 560100
Karnataka, India

Tel.: +91 80 33134651
Fax : +91 80 67115261
Web: www.siemens.co.in/sts
E-mail: contact.sts.in@siemens.com

Registered Office: Plot No. 2, Sector No. 2, Kharghar Node, Navi Mumbai – 410210; Telephone +91 22 39672000; Fax +91 22 27740169;
Corporate Identity Number: U99999MH1986PTC093854. Former name: Siemens Information Systems Ltd.
Other Offices: Bengaluru, Chennai, Gurgaon, Mumbai, Noida, Pune.



We welcome you as a member of Siemens family and look forward to your long and fruitful association with us. Kindly return the duplicate of this letter, signed in the place indicated, confirming your understanding and acceptance of the above and enclosed Annexures.

Yours faithfully,
Siemens Technology and Services Pvt. Ltd.

Nag
Debapriya
Debapriya Nag
Head-Compensation and Benefits
Human Resources

Digitally signed by Nag Debapriya
DN: cn=Nag Debapriya,
o=Siemens,
email=debapriya.nag@siemens.com
Date: 2021.03.25 13:47:12 +05'30'

Acceptance of Terms & Conditions of Employment

I hereby agree that I have read and understood the terms and conditions as stated in this letter (reference no 240151/5982706) dated **(24 March 2021)** plus the enclosed Annexures and accept employment with **Siemens Technology and Services Pvt. Ltd.** with our internal organizational unit, job family and level code of **IN-TI-BASTU-TE**

Enclosures:

Annexure I – Compensation structure
Annexure II – Service conditions
Annexure III – Terms & conditions of employment
Annexure IV – Terms & conditions of employment in relation to inventions made by the employee
Annexure V – Joining formalities

Candidate Signature: _____
Mukherjee Sangramjith Sital

Date: _____

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ANNEXURE I

Compensation Structure

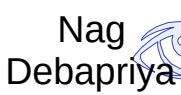
Name: Mukherjee Sangramjith Sital

Date: 24 March 2021

Position Level: 12

Business Title: Graduate Trainee Engineer

Division: Digital Discrete Industries

Compensation Structure		
Sr. no.	Heads of Payment	Compensation (Rs.)
(A)	Basic Salary p.m.	15,000
(B)	Base Flexible Pay (BFP) p.m.	24,147
	Total Allowances / Benefits p.m.	24,147
(C)	Base Pay p.m. (A + B)	39,147
	Retirals p.m.	
	Co. Contribution Provident Fund (12 % of Basic)	1,800
	Co. Gratuity Provision (4.8% of Basic)	720
(D)	Total Retirals p.m.	2,520
(E)	Total Fixed Pay (TFP) p.m. (C + D)	41,667
(F)	Target Pay p.a. (E * 12)	5,00,000
Insurance Benefits		Sum Assured (Rs.)
Group Health Insurance Policy coverage p.a. (with a provision of enhancement of the base cover upto 200%)		2,00,000
Group Personal Accident Insurance coverage p.a.		40,00,000
Group Term Life Insurance coverage p.a.		5,00,000
EDLI coverage		6,00,000
Leave (Notional monetised value of 22 earned leaves for full year)		11,000
ESI coverage		Not applicable as gross salary above ESI eligibility
For Siemens Technology and Services Pvt. Ltd.  Digitally signed by Nag Debapriya DN: cn=Nag Debapriya, o=Siemens, email=debapriya.nag@siemens.com Date: 2021.03.25 13:47:39 +05'30' Authorised Signatory		
As per company policy, the entitlement of gratuity will be the actual eligible amount calculated in line with the Payment of Gratuity Act, 1972, without any upper cap. However any amount above ₹ 20 Lacs (if applicable) will be subject to income tax as per rules. National Pension Scheme (NPS) can be opted for after joining. Statutory Bonus will be paid to eligible employees as per Payment of Bonus (Amendment) Act, 2015. All present & future taxes related to your employment will be borne by you.		

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Annexure II

Service Conditions

1. Service Conditions Overall

You shall serve the company diligently, faithfully and to the best of your skill and ability. You shall perform the duties entrusted to you with high standard of initiative, efficiency and economy. You shall at no time refuse to do any work/activities as allotted to you by your supervisors. You shall endeavor to increase your knowledge and skill through execution of jobs assigned to you from time to time.

You will be governed by rules, regulations and service conditions (as mentioned in the attached Annexures), applicable to the employees of your level working in the establishment of the company in which you will be working. The Company, however, reserves the right to add, alter and amend the said service conditions as may be considered necessary from time to time.

2. Working Hours

You will be governed by the working hours prevailing in the establishment in which you work. You will be notified of your actual duty timings from time to time. You may be required to work in shifts as and when considered necessary by the Company.

3. Holidays

You will be entitled to paid holidays as decided by Management. Such list of holidays will be notified at the beginning of the year.

4. Work Location

You are initially appointed to work in the location noted in the above letter. Based on business requirements, you may be temporarily or permanently transferred to any company forming part of Siemens or to its associate companies or business associates anywhere in India or overseas at the sole discretion of the company. You may be required to furnish a specific Service Agreement/Deputation Agreement if you are sent abroad for the purpose of training or Company's business.

5. Probation and Confirmation

You shall be on probation for a period of six months with effect from your start date. The probation period may be extended by the company at its sole discretion. During the period of probation, or any extension period thereof, there is one month's notice on either side.

On successful completion of the probation period, you shall be deemed automatically confirmed unless your probation period has been extended with a probation extension letter provided in advance.

As a confirmed employee there is three months' notice on either side. Kindly note that the Company reserves the right to claim compensation (@target pay) for any notice period not served. However, you cannot pay the company in lieu of the notice to be served.

Termination of employment will require one/three months' notice (as applicable for probation/confirmed status) or salary in lieu of notice.

6. Retirement

All employees will retire from the Company on attaining superannuation at the age of 60 years. However, the Company at its sole discretion, may decide to retire an employee prior to the employee attaining the age of superannuation.

7. Maternity/Childcare Facilities for Women employees

As part of the Company's efforts to support work life balance for women employees during and post maternity, apart from fully complying with the provisions of the Maternity Benefit Act, 1961 the Company also extends additional facilities such as extended paid/unpaid leave etc. For details of the Company policy on Maternity Benefit please refer to the Policies section on the Intranet.

8. Confidentiality

Please note that your compensation is personal and strictly between you and the Company. It has been determined based on numerous factors such as your education, experience, specific skills and professional merit. We advise you to use discretion in handling this information and any subsequent revisions made therein.

9. Background Verification

Your appointment is conditional upon satisfactory reference and background checks (education, employment history and other details furnished by you in your application). It is also contingent upon your ability to work for the Company without restriction (e.g. non-compete obligations or other restrictive clauses with any previous employer). In case any information given by you is found false or incorrect at any point in time of your employment, the appointment will be deemed void ab initio and liable for termination without any notice or salary in lieu of notice.

10. Residential Proof

The address as indicated in your application shall be deemed to be correct for sending any communication to you. Any communication sent to you at the given address shall be deemed to have been served upon you. You shall inform the change in residential address, if any, in writing to the HR Department within three days from the date of such change.

11. Programmes and Initiatives

In order to remain competitive our Company undertakes number of programmes or initiatives like Benchmarking, Continuous Improvements, Cost reduction, Training and Development, reorganisation etc. You are required to actively participate and contribute to such programmes or initiatives.

Annexure III

Terms & Conditions of Employment – General

Employee shall observe and conform to such duties, directions and instructions as communicated to him by the Company and those in authority over him.

Employee shall not at any time hereafter, without the consent in writing of the Company except under legal process, divulge or utilize any matter relating to the Company's transactions or dealings, which are of confidential nature.

Employee shall not use any of the designs, drawings, software, literature, and machines etc. of the Company for any purpose other than Company's business.

All software including packages as well as its associated documentation developed by the employee in the course of the duties shall be sole and exclusive property of the Company.

Employee shall be true and faithful to the Company in all his accounts, dealing and transactions, relating to the business of the Company and shall at all times, when required, render a true and just account thereof to the Company or such persons as shall be authorized to receive the sum.

Employee shall not during the continuance of his employment, without the consent of the Company in writing, be employed or interested, directly or indirectly in any other trade or business, employment or occupation whatsoever and will devote the whole of his time and attention to his duties.

Employee shall be responsible for safekeeping and return, in good condition and order, of all Company's property, which may be in his use, custody or charge.

A high standard code of conduct is expected from an employee and any behavior reflecting unfavorably on him or the Company is questionable and liable for disciplinary action. Employee shall also ensure compliance to the Business Conduct Guidelines (BCG) that are globally binding rules for all employees applicable across Siemens companies, the details of which are available on the HR Intranet. In addition, The BCG declaration form (available on the HR intranet) is required to be signed by every employee upon joining/promotion and once in every two years thereafter.

Employee shall abide by the information security policy of the organization and adhere to it.

At the time of separation from the services of the Company, the employee is expected to settle all his outstanding dues towards the Company including the Liquidated Damages, if any, etc. at once. In case of any default/ delay in settlement of outstanding dues, the Company will be free to recover such dues by appropriate means, with interest at the market rate.

Employee shall also be required to abide by terms and conditions in addition to those mentioned above which are in force for the time being or may be framed from time to time.

Annexure IV INTELLECTUAL PROPERTY RIGHTS & KNOW-HOW TERMS AND CONDITIONS OF EMPLOYMENT AGREEMENT

- a) Company shall own all rights, titles and interests in the Intellectual Property which includes but not limited to all Work product and Know-How (including inventions, ideas, experiences, concepts, algorithms, designs, tools, trade secrets, source code, technical documentation, program development components, technologies, expert reports etc.) created/conceived by the Employee during the tenure of their employment with the Company. The Employee undertakes to waive and not assert any moral rights which may accrue to the Employee in respect of the Intellectual Property.
- b) Employee shall disclose to the Company promptly in writing about any Intellectual Property including the Work product and the Know-How (tangible and intangible form) conceived/created during the tenure of their employment with the Company.
- c) Company and its affiliates shall have right to seek statutory protection of the Intellectual Property in the form Intellectual Property Rights (IPRs) including Patents, Trademarks, Copyrights, Utility Models and/or Industrial Designs. Company and its affiliates shall be free to use, exploit, maintain and permit to lapse such IPRs.
- d) If by operation of law or otherwise, any or all work product or any component or element thereof, is deemed to be the IPRs of the Company, the employee hereby agrees to assign, irrevocably and to the fullest extent permitted by law, to the Company and its affiliates, its successor and assigns, ownership of all such IPRs.
- e) Employee agrees to cooperate with the Company to do whatever is reasonably necessary to secure and maintain the IPRs of the Company and/or establishing Company's rights over Intellectual Property during the course of their employment as well as after termination of the employment.
- f) Employee shall not publish/present orally or in written form, except with the express written consent of Company, any information in related to the Intellectual Property including the Work product and Know-How in any form on third party platforms/ third party during the course of their employment as well as after termination of the employment.
- g) Employee shall obtain necessary clearance from the Intellectual Property department of the Company before the last date of employment with the Company. Employee shall disclose to the Company promptly in writing about any Intellectual Property conceived/created during tenure of employment with the Company before the last date of employment with the Company. Upon termination of his/her employment, the Employee agrees to immediately return all tangible embodiments of the Intellectual Property, including but not limited to data, drawings, documents, and notes developed during their employment. Employee shall not make any copies or attempt to recreate the tangible embodiments of the Intellectual Property post termination of his/her employment with the Company.
- h) Employee shall inform the Company at the commencement of his employment with the Company of all Intellectual Property previously made by him, which he is not precluded by contract from disclosing to the Company and for which an application for a patent or for a registered design has not yet been made. The Company will be free to adopt any of the Employee's Intellectual Property disclosed to the Company at the commencement of his employment with the Company and conceived during his employment with the Company, and to assign to others the right to adopt it, and the Company will be absolutely entitled to any industrial or commercial protection rights anywhere in the world including rights arising from the obtaining of letters of patent or design registration in respect of such Intellectual Property. The Company will notify to the employee if and to what extent the Company will adopt the said rights.

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Annexure V

Joining Formalities

Please bring the following documents with you at the time of joining, with your originals also for verification.

1. This Offer Letter with your original signature (for hand over to Company) – *On joining, this letter serves as your official Appointment Letter*
2. Photocopy of birth certificate / S.S.C. certificate / mark sheet (2 copies)
3. All educational documents from 10th to highest education / semester wise mark sheet & provisional / convocation certificate (2 copies)
4. Photocopy of all previous employment / experience certificate / relieving certificate
5. Photocopy of passport / ration card / driving license / Aadhar card (3 copies)
6. Photocopy of PAN / acknowledgement of PAN application (3 copies)
7. To apply for PF transfer please bring the below necessary information:
 - PF number / EPS number
 - Previous employer contact details to contact for PF related communications
 - Whether previous company PF is maintained by Trust or RPFC account
 - RPFC office or PF trust address
 - Bank account number & Bank IFSC Code
8. To use your existing ICICI or HDFC Bank for your salary account, please bring a void cheque

If you have any questions, please contact us at:

- AskHR: Phone: 1-800-419-6677 (toll free number)
- Monday till Friday between 6.00 am to 8.00 pm