



27 September 2021

Venugopal T. K.
188/1, Suryanagar, Thaiyur Road,
Kelambakkam, Kancheepuram District,
Tamilnadu: 603103

Dear Venugopal,

We are pleased to appoint you as **Project Associate** or in such other capacity as the Management of the Company shall from time to time determine, under the following terms and conditions:

1. Appointment:

You will be required to join us on **27 September 2021**.
(The Company reserves the right to advance / postpone the date of joining.)

1.1. Your date of appointment is effective from the date of joining.

2. Code of Conduct:

- 2.1. The Company may require you, at any time, to perform any other administrative, managerial, supervisory, technical or other functions and you will be bound to carry out such functions.
- 2.2. Your individual remuneration is purely a matter between yourself and the Company and has been arrived at on the basis of your job, skills, specific background and professional merit. Accordingly your salary and any changes made to it, is strictly confidential, and you shall treat it accordingly.
- 2.3. You shall maintain proper discipline and dignity of your office and shall deal with all matters with sobriety.
- 2.4. You shall maintain and keep in your safe custody such books, registers, documents and other papers as may be issued to you or may come in your possession and shall return the same when required.
- 2.5. You shall inform the Company of any changes in your personal data within 3 days of the occurrence of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post to you at your address in India, as recorded in the Company.



- 2.6. You will observe work timings and holidays as applicable to your location and place of work.

3. Training & Probationary Period:

- 3.1 You will be on training for the first 6 months. During the training period, you will be subject to assessment at various stages and you are expected to meet the minimum acceptable criteria for your continuity in the Company and subject to submission of Provisional Degree Certificate (PDC) of the University with **60% or 6.0 CGPA** in aggregate.
- 3.2 Post the above, you will be on probation for the next 6 months. On meeting the minimum acceptable criteria and on completion of the probation period, if found suitable in the appointed post, you will be confirmed in writing by the Company. The terms and conditions of this letter shall continue to bind you or as may be amended by the Company from time to time.
- 3.3 Based on your performance, the Company is at liberty to terminate your services, if found unsatisfactory at any time during the Training or probation period, or extended probation period, as it deems necessary.

4. Salary:

- 4.1. During the period of probation you will be entitled to salary and perquisites as detailed in the annexure. The Company in writing will communicate any change in compensation to you.
- 4.2. Compensation structure detailed in the attached annexure is for a posting in **Chennai**. The compensation structure is based on location of posting and any change in compensation arising out of a change in location of posting will be communicated to you in writing.

5. Initial Posting and Subsequent Transfers:

Your initial posting can be at any of our design & development centers in **Chennai**. You will be liable to transfer in such capacity as the Company may from time to time determine to any other location, department, establishment, factory or branch of the Company or subsidiary, associate or affiliate of the Company in India or abroad without claiming any extra remuneration for such transfers.

6. Leave:

- 6.1. You will be entitled to leave and other benefits in accordance with the rules / policies of the Company.



7. Other Work:

- 7.1. Your position is a full time employment with the Company and you shall devote your whole time and attention to the Company's business entrusted to you. You will not take up any other work for remuneration (Part-time or otherwise) or work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the Company without the prior written permission of the Chief Executive Officer of the Company.

8. Termination:

- 8.1. During the period of training / probation, your services shall be terminable by giving one month's notice or one month's basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management. On confirmation of your services in the Company, your services shall be terminable by giving three months notice or three months basic pay in lieu thereof on either side at the sole discretion of Tata Elxsi management.
- 8.2. In the event that you want to terminate your employment with the Company, while on a project at customer's site in India or abroad you will be required to give a minimum of 90 days notice, to enable smooth transition and transfer of technology. The actual date of release will be mutually decided with the consent of the concerned client and your superior and the said date of release shall not be unreasonably withheld provided you are able to handover charge satisfactorily within the 90 day period. This minimum notice of 90 days cannot be adjusted with payment in lieu of notice period as mentioned in clause 8.1 above or adjusted against the Privilege Leave.
- 8.3. In case during your services with the Company, if you are deputed abroad for Training / Developmental program / Participating in Seminar etc., your notice period for resignation / termination during the period of one year after completion of your deputation abroad, will be 6 months at the option of the Company.
- 8.4. You will be liable to termination from service by the Company without notice if:
- Any declaration given by you or any testimonials furnished by you to the Company is found to be false, or,
 - You are found to have willfully suppressed any material information, or,
 - You are found to have been convicted for or indulged in criminal, subversive or immoral activities, or,
 - You are found to have indulged in financial irregularities; or
 - You breach any of the terms and conditions of your employment as specified in this letter, or of any further official communication from the Company.



9. On Separation:

- 9.1. On communication of the termination/resignation of your employment with the Company, you will immediately give up to the Company before you are relieved, all documents of the Company including correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and shall not make or retain any copies of these items.

10. Background Check:

You are advised that, before or after joining the services, the Company or its Client(s) may conduct a background check such as past employment, education, financial & criminal check, including any other information that has been furnished by you. The Company reserve the right to withdraw any offer of employment or terminate your appointment immediately, without any liability should the results of your background investigation found negative.

11. Intellectual Property and Confidential Information:

- 11.1. Information pertaining to the Company's operations and its clients shall remain secret and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc. shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with any of your previous employers, in which case you shall keep us indemnified against any breach thereof by you. Any Intellectual Property or Patents developed by you during your service will be the property of Tata Elxsi Limited. After leaving the services of the Company, you shall keep confidential and proprietary information and technologies, which you were involved with during your service with the Company and shall render yourself liable to damages and costs arising out of breach of such confidentiality.
- 11.2. You shall irrevocably, unconditionally and free of any cost, royalty or compensation, assign to TEL all rights, title and interests including the transfer rights and Intellectual Property Rights in all products, designs, software, all embedded, intermediary, base software technology which is created or developed by you during the course of your employment. TEL shall have the right to obtain and hold in its own name, copyrights, trade-marks and other applicable registrations and seek such other protection as may be appropriate to the work, product and all designs, software created by you and you shall also provide TEL or any person designated by TEL all assistance as may be required to establish and / or perfect the rights defined in this clause.



11.3. Data Protection Regulation- Personal Data: You acknowledge and agree that TEL or any of its affiliates or group companies may process your personal data/ sensitive data. You also hereby provide explicit consent to the company to transfer such personal/sensitive data outside the country in which you are employed. TEL will process your personal data in the performance of a contract as your employer, to ensure to meet the employer obligations and the requirements of employment law. Your personal/sensitive data as part of legal obligation for business accounting, payroll, tax, immigration purposes. Your personal/sensitive data shall be under legitimate interests to carry out background checks as part of our due diligence measures. You hereby give your explicit consent to TEL to process such personal/or sensitive data.

12. Adhering to Safety Standards:

12.1. The Company strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.

12.2. Violence and threatening behavior are not permitted. Employees should report to work in condition to perform their duties, free from the influence of illegal drugs, smoking, chewing of tobacco or alcohol. The use of alcohol and/or illegal drugs in the workplace will not be tolerated.

12.3. Tata Elxsi has implemented its Healthy and Safety process based on ISO 45001. You are expected adhere to the Health and Safety Policy and promptly report any potential health and safety issues as per the reporting mechanism stipulated under the Health and Safety Policy. This act may help us maintain our own safety, as well as the safety of our fellow co-workers.

13. Protection of Interest:

13.1. If you conceive any new or advanced methods of improving process / formulae / systems in relation to the operations of the Company, such development will be fully communicated to the Company and will be and will remain sole right / property of the Company.



14. Client Management:

14.1. On Termination / Resignation of employment for what-so-ever reasons, you will not seek employment opportunities with our principals, customers and any other person / entity, with whom you had a business relationship / technical engagement within one year from your last working day in the Company. In the event the Company is of the reasonable opinion that you are terminating your employment with the Company to pursue an occupation in violation of this Clause 12, then the Company reserves the right to, at its sole discretion, refuse to accept any letter of termination, by whatever name called, of your employment with the Company. The Company further reserves the right to approach a Court of competent jurisdiction and obtain an injunction preventing you from terminating your employment with the Company and/or recover damages there from.

15. Non-solicitation:

15.1. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, hire or employ, or assist anyone else to solicit, hire or employ, any other employee of the Company. At no time you may directly or indirectly seek to induce any other employee of the Company to leave the employment of the Company or to become associated with, or perform services of any type for any third party.

15.2. During the period of employment and for a period of two years following your termination of employment with the Company, irrespective of the circumstances of or reasons of the termination, you will not, directly or indirectly, solicit, induce or encourage any customer or vendor of the Company to move his/her existing business with the Company to a third party or to terminate his/her business relationship with the Company.

16. Retirement:

16.1. You will retire in the month of your attaining the age of 60 years.

17. Original Certificates:

17.1. You are required to produce Original certificates / testimonials for our reference & verification on the day of joining.

18. You are requested to join us on the date as indicated to you in **clause 1** of this letter ("**Date of Appointment**").

TATA ELXSI

Registered Office **Tata Elxsi Limited** ITPB Road Whitefield Bangalore 560 048 India

Tel +91 80 2297 9123 Fax +91 80 2841 1474

www.tataelxsi.com

(CIN-L85110KA1989PLC009968)



19. Jurisdiction and Dispute resolution:

- 19.1. Any dispute which may at any time hereafter arise between the parties hereto, shall be referred to a single arbitrator to be appointed by the Company Secretary of Tata Elxsi Ltd. in accordance with and subject to the provisions of the arbitration and conciliation act, 1996. It shall be open to any one of the parties to move the Company Secretary to appoint the arbitrator and refer dispute to arbitration. The decision/award of such an arbitrator shall be binding on the parties hereto. The venue of arbitration shall be Bangalore. The Courts in Bangalore shall have exclusive jurisdiction to the exclusion of all other Courts.
- 19.2. You will be required to produce one set of photocopies and the originals of certificates / testimonials on the day of joining. Photocopies will be retained for our records and originals will be returned to you upon verification.
- 19.3. Please note that while on employment, you will be governed by all Rules and Regulations of the Company, which are in force from time to time, and the Company shall have the right from time to time to vary or modify any of the terms and conditions of service, which shall be binding on you.

We take pleasure in welcoming you to our Organization and look forward to a mutually beneficial association.

Wishing you the best in your career,

For Tata Elxsi Limited,

Rajagopalan S.
Head - Human Resources

Declaration

I acknowledge that I was provided with an unsigned copy of this Agreement in advance of signing the same and was accorded ample opportunity to read and seek whatever clarification I needed related to the Agreement. I have read and understood the above terms and conditions of employment and am accepting the same. I will be reporting for duty on as indicated to me in **Clause 1** of this letter ("**Date of Appointment**"). By signing this Agreement I consent to the Company for collecting, retaining and processing my personal/sensitive data.

Date:

Signature: _____

TATA ELXSI

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Annexure 1

Annexure to: **Venugopal T. K.**

Appointment Letter Dated: **27 September 2021**

Name	Venugopal T. K.
Level	D
Designation	Project Associate
Location	Chennai

	Amount in INR
Basic	15,500
House Rent Allowance	7,750
Flexible Benefit Plan**	1,912
Statutory Bonus *	1,400
Monthly Salary	26,562

Deferred Benefits (Annualised)

Provident Fund (As per the PF Act 1952)	22,320
Gratuity (As per the Gratuity Act 1972)	8,947

Annual Gross Salary	3,50,011
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Medical Insurance (Hospitalisation) coverage as per Company policy as amended time to time.

Group Term Life (Personal Accident + Life Insurance) Coverage as per Company policy as amended time to time.

*As per the Payment of Bonus Act 1965

**Please refer the annexure for details of FBP

For Tata Elxsi Limited,

Rajagopalan S.
Head - Human Resources

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Annexure 2

Annexure indicating breakup of FBP components applicable to grade “D”

1. Telephone / Cell phone expenses (Not exceeding Rs.15,000/- p.a.).
2. Membership for Technical Societies (not exceeding Rs.6000/- p.a.).
3. LTA (tax free twice in 4 years as per prevailing Income Tax rules).