

Candidate ID: 4481906 /801632,

Date of Joining: 05/27/2021,

Joining Location: Bangalore,

Designation: Analyst,

**Dear Ashwini Shettimani,**

To ensure that you experience a smooth onboarding, we would like to help you with a brief agenda for your day one at Capgemini.

1.	Welcome Address
2.	Verification of master data sheet, which contains your detailed information.
3.	Verification of joining documents*
4.	Receipt of employee handbook and visitor-cum-bus pass
5.	Submission of signed documents
6.	Receipt of hard copy of offer letter
7.	ID cum access card formalities
8.	Bank account opening formalities
9.	Meeting the buddy

Please report by 8:30 am at Bangalore office, for joining formalities as per the address mentioned below:

**Address**

155-156, EPIP Phase II,  
EPIP Industrial Area,Whitefield, Bengaluru 560066

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you
	<p>Employment Documents:</p> <p><b><u>Current Employment( Immediate Previous)</u></b></p> <p>a) Relieving letter /Experience Certificate( if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>2. b) Payslips for last 3 months</p> <p>c) Form 16</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p><b><u>Previous Employment</u></b></p> <p>Service/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p><b><u>Education Documents</u></b></p> <p>a) 10 Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate(If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p><b><u>Proof of identity/ Address</u></b></p> <p>a) PAN Card</p> <p>b) AADHAR Card</p> <p>c) Passport</p> <p>In case any of the proof of Identity/Address mentioned above not available then any TWO of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs(6 nos)
6.	<p><b><u>Self Employed/CO-owner/Freelancing/ Partnership employment(s)(if applicable)</u></b></p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shop License</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details - Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

**In the absence of the above listed documents your onboarding may be delayed or deferred.**

Kindly note:

- Capgemini has a dress code policy and you need to always dress in formal attire.
- If you are driving to office on the first day, please ensure you are there by 8:15 AM IST, and contact security at the main gate for your entry pass.

Best Regards,  
Team HR

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**EMPLOYMENT OFFER LETTER**

Capgemini Ref: 4481906 /801632,

05/25/2021,

Ashwini Shettimani  
Upadhye chal Sankeshwar,,  
Sankeshwar ,,  
India

**Confidential**

**Dear Ashwini Shettimani,**

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini' or 'Company')** starting from **05/27/2021** (or such other date as may be communicated to you by the Company), as per details given below.

**A) Your current designation will be     Analyst /A4**

**B) You will be required to work at the Company's offices in location     Bangalore**

C) Your all-inclusive annual target compensation (on a cost to company basis) will be INR 300,002.00 ( Rupees Three Lakh and Two only) which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Ashwini Shettimani,

Analyst

Total Cost to Company (CTC).

Rs. 300,002.00

Monthly Components	Per Month	Annualized
Basic	Rs 15,000.00	Rs 180,000.00
House Rent Allowance	Rs. 3,679.00	Rs 44,148.00
Other Allowances and Reimbursements – 1 #	Rs. 0	Rs.0
Other Allowances and Reimbursements – 2 +	Rs. 0	Rs.0
Advance Statutory Bonus	Rs. 3,149.00	Rs. 37,788.00
Gross monthly salary	Rs.21,828.00	Rs. 261,936.00
Statutory payments ++		
Capgemini's contribution to PF ++	Rs. 1,800.00	Rs. 21,600.00
Gratuity (accrual only)		Rs. 8,664.00
Total Fixed Compensation		Rs. 292,200.00
Total Cash Compensation		Rs. 292,200.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs. 7,802.00
Capgemini contribution to ESI		Rs.0.00
Total Cost to Company		Rs.300,002.00

# You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements -1	Annualized
Remote Working Allowance	19800.00
Books and Journals	24000.00
Professional Pursuit	180000.00
Conveyance Allowance	63,600.00

# You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements -2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

**Notes:**

1. The payroll processing will be as per Company policy notified from time to time.
  2. Employees should decide on the Other Allowances and Reimbursements (OAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
  3. For claiming tax benefit in case of admissible allowances and reimbursements (eg. LTA, telephone etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
  4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
  5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.

\* Employee's contribution towards PF will be made from the monthly salary.  
The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.

# All components under Other Allowance and Reimbursement – 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.

+ This is the maximum limit you are eligible for. You may choose any of the following optional components under 'Other Allowance & Reimbursements - 2' Non taxable components (except Meal Coupons) would be paid based on a claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

D.) The following elements are included in the compensation package stated above:

1. Provident Fund - You will be covered under the Capgemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity - Upon cessation of employment after completion of continuous service of at least five (5) years with the Company, you will be eligible for gratuity as per the Payment of Gratuity Act. The amount towards gratuity accrual forms a part of the above-mentioned compensation.
3. ESIC - In the event you are eligible, you will be covered under the Employees' State Insurance Act wherein, the Company will contribute towards ESIC at the statutory rate. Your contribution and the Company's contribution form a part of the above-mentioned compensation.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

E.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance - In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance - You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance - You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility - Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays - You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

F.) Probationary Period:

1. You will be on probation for period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration .
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

G.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

H.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
  - a. You will submit relevant documents as mandated by the Company.
  - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
  - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;
  - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
  - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
  - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini);
  - g. Your background verification check (including address, academics, employment, criminal etc as applicable) conducted by the Company is cleared; and
  - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
  - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
    - a. You should clear the final degree examination and submit your degree marks sheet and/or certificate, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 30-June-2021, our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.

You fill the complete Back ground verification link given along with the welcome mail of the offer.

2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

I.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1**



attached hereto.

J.) The Company's address for sending notice in relation to your employment is as below:

Kind Attn: Head - Human Resources

Address: Capgemini Technology Services India Limited,  
Capgemini Knowledge Park, IT 3 IT 4, SEZ, Thane-Belapur Rd, TTC Industrial Area, Airoli, Navi  
Mumbai, Maharashtra 400708

Email: [hremployeeservices.in@capgemini.com](mailto:hremployeeservices.in@capgemini.com)

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen(15)days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh  
Head - Talent Acquisition & Resourcing

**Acceptance**

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter ') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

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Name: Ashwini Shettimani

Date: 05/25/2021

**EXHIBIT 1**

Terms & Conditions of Employment with Capgemini Technology Services India Limited

## **1. CURRENT WORK LOCATION:**

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**" ) may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

## **2. DUTIES AND RESPONSIBILITIES:**

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

## **3. COMPENSATION:**

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

## **4. TRAINING:**

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

## **5. COVENANTS AND REPRESENTATIONS:**

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire,

- a.) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company;
- b.) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates;
- c.) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d.) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at anytime during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at anytime during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a.) you are legally permitted to reside and be employed in India;
- b.) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- c.) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- d.) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- e.) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f.) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

## **6. CONFIDENTIALITY:**

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about

inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you;
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent;
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care;
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information;
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you;
- f) not share such Confidential Information with any third party (specifically those person who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company);
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company;
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter;
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

## **7. INTELLECTUAL PROPERTY:**

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively **'Developments'**) that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith;
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

## **8. CONFLICT OF INTEREST:**

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.



8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

## **9. RETIREMENT/TERMINATION:**

### **a.) Retirement**

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

### **b.) Notice Period/Termination**

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

### **c.) Effects of Cessation of Employment**

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.

- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

## **10. LIMITATION OF LIABILITY AND INDEMNITY:**

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

## **11. MISCELLANEOUS:**

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability : The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity : You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement : During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver : No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration : This Letter alongwith its Exhibit constitutes the entire understanding between the parties and supersedes all previous

\_\_\_\_\_ agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival : Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law : The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties.  
This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief : You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

## **CONSENT LETTER**

### **For use of Personal Information & Sensitive Personal Data or Information**

I, \_\_\_\_\_ residing at \_\_\_\_\_, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter

referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:

- a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
- b) payroll processing agencies for processing my payroll (including reimbursement claims),
- c) law enforcement agencies,
- d) to comply with a judicial/quasi judicial order,
- e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
- f) insurance companies for the purpose of group insurance, personal accident insurance etc.
- g) service providers providing services for biometric access to office premises for monitoring attendance.
- h) foreign consulates, embassies etc and service providers (including travel agents) for the purpose of processing of visa, work permits etc.

2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:

- a.) affiliates of the Company for administrative purposes and/or audit;
- b.) clients/prospects in relation to any staff augmentation assignments.

3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.

4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.

5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.

6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.

7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name: Ashwini Shettimani

Signature



Date: 26/  
05/2021



Date: 7 June 2021

To

**ASHWINI SHETTIMANI**

Bangalore (SDC) - Pine Valley Embassy Golf Links

**Dear ASHWINI,**

As per the PwC AC Bangalore offer terms and conditions that were discussed with you at the time of offer, we are pleased to offer you a joining bonus of INR. **150,000/-** (taxes applicable as per the Indian Income tax norms) **One Lakh Fifty Thousand Only**. This is a onetime payment which is offered in exceptional circumstances only and offered with the sole discretion of the company. This amount will be paid out to you along with your first salary.

As explained to you earlier, this payment is being made with the condition that you will agree to complete a minimum 1 year of employment service with PwC AC Bangalore. If you voluntarily decide to leave the company before 1 year of service, you will be required to payback this amount in full and will be recovered from you at the time of final settlement.

Please note that this communication is personal and strictly confidential. You are expected not to share this with others.

Welcome once again and we are pleased to have you on board!

Yours sincerely,

Acknowledgement

**PwC AC Bangalore Private limited**

**Director – Human Capital**

ASHWINI SHETTIMANI

Date: 07/06/2021



7 June 2021

**ASHWINI SHETTIMANI**

**Bangalore (SDC) - Pine Valley Embassy Golf Links**

**PRIVATE AND CONFIDENTIAL**

**Employment Offer Letter and Terms and Conditions of Employment**

Dear **ASHWINI**,

We are pleased to offer you employment with **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited (“Company” or “PwC AC Bangalore”)** in the position of **Associate** in our **Acceleration Center (“AC”)** Bangalore office. Your work location will be **Bangalore (SDC) - Pine Valley Embassy Golf Links**. Reporting lines and location are subject to change depending on business requirements. The title, roles and responsibilities may also be varied from time to time as may be evaluated and considered appropriate by the Company and in accordance with the policy of the Company.

If you accept this offer, your commencement date with us will be on or before **28 June, 2021**, or such other date as may be communicated by us to you in writing. .

Remuneration Package:

**1. Annual Compensation:** You are being offered a Gross Salary of  
**Rs. 450,000/- Four Lakh Fifty Thousand Only.**

The details of gross salary are specified in Annexure 1 to this offer letter (“Offer Letter”).

**2. Bonus program:** In addition to the Total Annual Compensation as mentioned above, you also may be eligible for bonuses from time to time, as may be set forth in incentive compensation programs applicable to your position.

**3. Benefits:** You will be eligible for Company sponsored India specific benefit programs such as gratuity, provident fund, group medical insurance for the employee and his/her family, life insurance and accident insurance for the employee. You are also eligible for the executive health check-up plan, for a free annual health check-up which contains a series of tests. The details of the benefit programs are specified in Annexure 1 to this offer letter (“Offer Letter”).



#### **Other Terms:**

Please read the following terms and contact us with any questions that you may have.

**1. Employment Agreement:** Once you accept this offer, you will be required to sign an employment agreement ("**Employment Agreement**"), the format of which is attached to this Offer Letter. Your employment with the Company will be on the terms of this Offer Letter and the Employment Agreement until the end of your employment with the Company until the end of your employment with the Company.

**2. Working Hours:** You will be required to work, for such hours as are reasonably necessary to meet the Company's requirements, in a variety of locations and for proper discharge of your duties. The working hours will be consistent with Company's policies and will include such reasonable working hours as might be required for performing your duties competently and to meet the Company's requirements. You hereby agree and volunteer to work during the night shift, as and when the Company feels that your services are required. You confirm that you have no objection whatsoever to work during the night shift, as per the Company's policies.

**3. Promotion and Salary Review:** You will be eligible to participate in the promotion and salary review process as per the policy of the Company.

**4. Visa:** If you do not have the right of abode, the right to land or the status of unconditional stay in India, an employment visa is required for your employment. The Company will assist you with obtaining the necessary documents for you and your family. Any continued employment is contingent upon the immigration authorities approving any renewal of the employment visa and will automatically be deemed to be terminated should such approval not be granted.

**5. Taxation:** Your remuneration and benefits have been stated gross of tax. You will be responsible for all Indian salaries tax on your remuneration, allowance and benefits, where applicable. In the event that you have sources of income or expense outside of your employment with the Company, you are responsible for ensuring adherence to the tax laws on those matters as well.

**6. Travel, Assignments or Secondment:**

a. **Within India:** You are required to work on any project to which you are assigned, unless there is good reason not to do so.

b. **Outside India:** While based in India you may be required to travel and stay to work on projects outside India, within and/or outside the Asia Pacific region.

**7. Termination Notice:**

(a) Your employment in the Company is subject to satisfactory verification of your certificates, testimonials and personal particulars/credentials. The Company reserves the right to obtain a background check (including criminal history record search, education and employment; and personal details verification) conducted on you directly or through nominated third party agencies. In the event that such



verification or background check reveals any discrepancy in the statement(s) made in your application or in the bio-data with the Company or in the declarations made by you in this Offer Letter and/or the Employment Agreement, your services are liable to be terminated forthwith without any notice or any further compensation from the day such discrepancies are identified.

(b) The Company may terminate your employment for any of the following conduct on your behalf effective immediately upon written notice to your address on the Company's records:

- (i) acts of fraud, dishonesty or misconduct involving moral turpitude;
- (ii) commission or conviction of any criminal offence;
- (iii) engagement in any activity that you know or should know could harm the business or reputation of the Company;
- (iv) material failure to adhere to the Company's corporate codes, policies or procedures;
- (v) continued failure to meet performance standards as determined by the Company over two consecutive performance review periods;
- (vi) a breach or threatened breach of any material provision of this Offer Letter or the Employment Agreement if it is not cured to the Company's satisfaction within a reasonable period after the Company provides you with notice to your address on the Company's records of the breach; provided that no notice and cure period will be required if the breach cannot be cured;
- (vii) violation of any statutory, contractual, or common law duty or obligation to the Company, including without limitation the duty of loyalty. In case of termination on account of any of the above reasons you will only be entitled to earned and unpaid gross salary and accrued leave (if any) through the effective termination date.

(c) The Company may also terminate your employment for reasons other than those specified above or for no reason, effective upon a prior written notice of at least sixty (60) days. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the net amount of gross salary you are entitled to in lieu for the remaining notice period less any deductions or withholdings, as required by law.

(d) You agree to provide the Company with a prior written notice of at least sixty (60) days of your resignation, which shall be effective at the end of the notice period unless agreed otherwise.

**8. Return of Property:** Upon termination of employment, you will be required to return all property (including but not limited to keys, records, notes, data, computer discs or tapes, memoranda, business cards, security passes and equipment) which is held in your possession, custody or under your control, belonging to or relating to business affairs of the Company.

**9. Acknowledgement:** You acknowledge that your joining the Company will not breach any agreement relating to employment or the provision of services to which you are or have been a party.

The Company may amend or discontinue any of its plans, programs, policies and procedures at any time for any or no reason with or without notice to the extent permitted by law.

We are excited about having you join us. On behalf of the PwC AC Bangalore team, we hope you find these terms and conditions suitable. If you have any questions about the contents of this letter, please do not hesitate to contact us on [us\\_advisory\\_ac\\_india\\_hc\\_operations@pwc.com](mailto:us_advisory_ac_india_hc_operations@pwc.com)

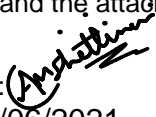




Yours truly,  
For PricewaterhouseCoopers Service Delivery Center (Bangalore) Pvt. Ltd

**Director – Human Capital**

I, ASHWINI SHETTIMANI (C000003157886), accept the offer and terms of employment as detailed in this letter and the attached Employment Agreement.

Signature:   
Date 07/06/2021



## **Annexure 1**

**Private and confidential**

**Date: 7 June 2021**

**Name: ASHWINI SHETTIMANI**

**Designation: Associate**

**Salary Components - Annual** (All figures in INR)

**Basic Salary : 180,000**

**Flexible Benefit Package (FBP) : 248,400**

**Employer contribution of PF: 21,600**

**Gross Salary: 450,000/-**

Note: **FBP** can be used for the following components:

1. Food Coupons
2. Leave Travel Allowance (LTA)
3. House Rent allowance (HRA)

The above are subject to applicable taxes as per the Indian Income tax guidelines.



**Your Gross Salary consists of the following components:**

- **Basic: 40% of Gross Salary (A)**
- **HRA: 40% of Basic for Bangalore, 50% of Basic for Mumbai (B)**
- **LTA: Part of FBP (You can allocate desired sum for LTA up to a maximum of FBP amount available for allocation) (C)**
- **Sodexo: INR 24000 (i.e.2000 per month) – Part of FBP (D)**
- **Provident Fund (PF): 12% of Basic (E)**
- **Special Allowance: Balancing Figure (Gross Salary minus all above components) (F)**
- **Gross Salary: A+B+C+D+E+F**

**Benefits:**

**Specialist/Associate/Sr Associate:**

- **Medical Insurance:** Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 20,00,000/-

**Manager/Sr Manager:**

- **Medical Insurance:** Coverage of Rs.7 lacs per employee family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

**Director & above:**

- **Medical Insurance:** Coverage of Rs.10 lacs per employee. family covering employee, spouse/live-in partner, 3 children & dependent Parents or in-laws (Up to 7 Members Only)
- **Term Life Insurance Coverage:** Basic Life Cover= 3 times of Gross Salary, Accidental Death= 20% of BLC, Accidental Disability = 20% of BLC
- **Accident Insurance Coverage:** Maximum of Rs. 50,00,000/-

**Relocation Benefits:** Applicable to employees relocating from other cities.



## EMPLOYEE AGREEMENT/ASSOCIATE

This Agreement (“**Agreement**”) is between **PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited (“Company” or “PwC AC Bangalore”)** and **ASHWINI SHETTIMANI (“You” and all similar references)**.

### 1. Definitions

(a) “**Cessation Date**” means the effective date of cessation of your employment with PwC AC Bangalore.

(b) “**Cause**” means any of the following conduct by you:

(i) Acts of fraud, dishonesty or misconduct involving moral turpitude;

(ii) Commission or conviction of any criminal offence;

(iii) Engagement in any activity that you know or should know could harm the business or reputation of PwC AC Bangalore;

(iv) Material failure to adhere to PwC AC Bangalore’s corporate codes, policies or procedures;

(v) Continued failure to meet the performance standards as determined by PwC AC Bangalore;

(vi) A breach of any provision or threatened breach of any material provision of this Agreement if the breach is not cured to PwC AC Bangalore’s satisfaction within a reasonable period after PwC AC Bangalore provides you with notice to your address on PwC AC Bangalore’s record of the breach provided that no notice and cure period will be required if the breach cannot be cured; and

(vii) Violation of any statutory, contractual, or common law duty or obligation to PwC AC Bangalore, including without limitation the duty of loyalty.

(c) “**Offer Letter**” means the employment offer letter dated **7 June 2021** by which you were offered employment with PwC AC Bangalore and accepted by on **28 June, 2021**.

### 2. **Employment**

2.1 You accept employment on the terms of the Offer Letter and this Agreement along with its exhibits hereto until the end of your employment with PwC AC Bangalore in accordance with clause 6 of this Agreement.

2.2 Probation: Your first six (6) months of employment are on a trial basis and are considered a continuation of the employment selection process. During this probationary period, PwC AC Bangalore may terminate employment with 15 days’ notice in writing, with or without cause. Likewise, you may also terminate your employment with PwC AC Bangalore giving 15 days’ notice in writing, with or without cause. PwC AC Bangalore may decide to confirm your employment earlier than the 6 months’ period based on performance and the notice period will change to sixty (60) days as soon as the employment is



confirmed.

2.3 By signing this Agreement, you agree to:

(a) devote your professional time and effort to PwC AC Bangalore's business and to refrain from professional practice outside of the interests of PwC AC Bangalore or any of its subsidiaries;

(b) abide by all policies of PwC AC Bangalore, current and future, including the Equal Employment Opportunity policy attached as Exhibit A and the Anti-Harassment policy attached as Exhibit B to this Agreement;

(c) abide by the Confidentiality and Intellectual Property Agreement attached as Exhibit C to this Agreement; and

(d) abide by the terms of the Consent Form concerning personal data attached as Exhibit D to this Agreement.

2.4 You also confirm that you are not currently bound by any agreement that could prohibit or restrict you from being employed by PwC AC Bangalore or from performing any of your duties under this Agreement.

### **3. Compensation and Benefits**

As of the commencement of your employment, PwC AC Bangalore will pay you a salary as specified in the Offer Letter, less required and authorized withholdings and deductions, payable in 12 equal monthly installments in accordance with PwC AC Bangalore's normal payroll practices.

### **4. Leave Entitlement**

Your annual leave entitlement will be as provided in the Leave Policy of the Company as amended from time to time.

### **5. Covenants**

While employed with PwC AC Bangalore, and for 6 months after your Cessation Date you shall not directly or through anyone else solicit, employ or retain any current employee of PwC AC Bangalore to perform Consulting Services. You agree that these obligations protect PwC AC Bangalore's legitimate interests without unreasonably restricting your ability to earn a living after leaving PwC AC Bangalore.

### **6. Termination and Resignation**

(a) PwC AC Bangalore may terminate your employment on account of Cause effective immediately upon written notice to your address on PwC AC Bangalore's records.

You will only be entitled to earned and unpaid salary and salary for accrued leave (if any) until the effective termination date.

(b) PwC AC Bangalore may also terminate your employment for reasons other than Cause or for no reason, effective upon at least sixty (60) days written notice or payment of the salary you are entitled to in lieu less any required deductions or withholdings as required by law. In the event that the effective date of your termination is less than sixty (60) days, you will receive payment of the salary you are entitled to in lieu for the remaining notice period less any required deductions or withholdings, as required by law.

(c) You agree to provide PwC AC Bangalore with prior notice of at least sixty (60) days of your



resignation, which shall be effective at the end of the notice period unless agreed otherwise. The company management has the discretion for any notice period waive-off based on the work obligations.

(d) In case of failure to serve the notice period, you will agree to pay equivalent gross salary in lieu of the notice period not served. The company has the discretion to adjust any unused vacation against notice period.

(e) PwC AC Bangalore may require you to utilize any accrued leave during the notice period.

## **7. Arbitration**

(a) All disputes between you and PwC AC Bangalore shall be resolved by arbitration in Bangalore or any other mutually agreeable location in India. Arbitral disputes include without limitation employment, employment termination claims and claims by you for employment discrimination, harassment, retaliation and wrongful termination.

(b) Arbitration shall be conducted under the auspices of the Indian Council of Arbitration before a panel of three arbitrators, which shall consist of one person selected by each of the two sides to the dispute and the third person jointly selected by the other two arbitrators.

(c) The arbitration panel shall have no authority to modify this Agreement (except pursuant to clause 8 of this Agreement) or to award punitive or exemplary damages. PwC AC Bangalore may, without waiving its right to compel arbitration, seek injunctive or other provisional relief from a court of competent jurisdiction, to prevent any arbitration award from being rendered ineffectual, to protect PwC AC Bangalore's confidential information or intellectual property or for any other purpose in the interests of PwC AC Bangalore.

The courts at Bangalore or any court of competent jurisdiction in any other state will have jurisdiction over any proceeding relating to arbitration, and may enter judgment on any arbitration award rendered or grant judicial recognition of the award or an order of enforcement.

## **8. Entire Agreement**

This Agreement and the Offer Letter forms the entire agreement between you and PwC AC regarding these matters and supersede any verbal and written agreements on such matters. In the event of a conflict between the main body of this Agreement or the Offer Letter and the Exhibits, the main body of the Agreement or the Offer Letter shall take precedence. This Agreement may be modified only by written agreement signed by you and the General Manager of PwC AC Bangalore or their designee, provided that the policies of the Company may be amended at any time for any or no reason with or without notice to the extent permitted by law.

### **Severability**

(a) If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not nullify the validity of the remaining provisions of this Agreement.

(b) If any provision of this Agreement is determined by a court or arbitration panel to be unenforceable by reason of being overly broad in duration, geographical coverage or scope or unenforceable for any other reason, such provision will be narrowed so that it will be enforced as much as permitted by law.



#### **9. Waiver**

Any party's waiver of the other party's breach of any provision of this Agreement shall not waive any other right or any future breaches of the same or any other provision.

#### **10. Choice of Law**

The Offer Letter and this Agreement shall be governed by laws of India. You and PwC AC Bangalore consent to the non-exclusive jurisdiction and venue of the courts in New Delhi and agree that any permitted lawsuit may be brought to such courts or any other court of competent jurisdiction as provided in clause 7 of this Agreement.

#### **11. Assignment and Beneficiaries**

This Agreement only benefits and is binding on the parties and their permitted assigns provided that you may not assign your rights or duties under this Agreement without the express prior written consent of the other parties. PwC AC Bangalore may assign any rights or duties that it has, in whole or in part, to its affiliates and subsidiaries without your consent.

#### **12. Counterparts**

For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

#### **13. Survival**

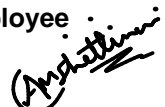
Clauses: 2, 5, 7 through 13 and Exhibits C and D shall survive any termination of this Agreement or your employment (including your resignation).

**The parties to this Agreement state that they have read, understood and agree to be bound by this Agreement:**

**For PricewaterhouseCoopers  
Service Delivery Center (Bangalore) Pvt. Ltd**

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**Director – Human Capital**

Employee  


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**ASHWINI SHETTIMANI**

Dated: 07/06/2021

Dated 07/06/2021



## **EXHIBIT A**

### **Equal Employment Opportunity**

It is the policy of PwC AC Bangalore and its group of companies to provide equal employment opportunity for all applicants and employees. PwC AC Bangalore does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected classification. PwC AC Bangalore also makes reasonable accommodations for disabled employees. An employee who believes he or she has a disability and requires an accommodation should inform their Human Resources Manager so that the employee's request can be evaluated. PwC AC Bangalore prohibits the harassment of any individual and further prohibits the harassment of any individual based on any of the aforementioned legally protected classifications. Unlawful discrimination or harassment shall not be tolerated by PwC AC Bangalore.

This policy applies to all areas of employment including, but not limited to, recruitment, recruitment advertising and/or other communications media, hiring, rates of pay and other compensation, benefits, overtime, promotions, transfers, demotions, training, layoffs, or terminations, recalls, disciplinary actions and all other terms, conditions, or privileges of employment.

PwC AC Bangalore, as required by law, will establish a written affirmative program to strive for best utilization of minorities, the disabled and women throughout our workforce. The results will be reviewed no less than annually and adjusted appropriately to meet stated goals. The coordinator of this program is the Director - HC at PwC AC Bangalore.

The coordinator will be responsible for ensuring the creation of the program with the inclusion of its multiple requirements, the development of an audit procedure to measure the effectiveness of the program and the facilitation of the annual status presentation to the executive management group.

Each employee is required to abide by this policy and assist with its enforcement. Violation of this policy will result in disciplinary action, up to and including termination of employment. If an employee believes that he/she has been the unlawfully discriminated against in an employment matter, please direct your concerns to the Director - HC the Equal Employment Opportunity coordinator for PwC AC Bangalore. A prompt and thorough investigation shall be conducted and a determination made as to the appropriate management response. Full cooperation by each employee asked to assist during an investigation is required and no reprisals shall result from the reporting or assisting in the investigation of, concerns related to this policy. Concerns or complaints of any retaliation should be directed to the Director - HC immediately.





## **EXHIBIT B**

### **Anti-Harassment Policy**

PwC AC Bangalore and its group of companies prohibits sexual or other unlawful harassment of its employees, vendors, clients or applicants, whether engaged in by company personnel, clients, customers, vendors, or others. This policy also prohibits employment actions that are based on an employee's submission to or rejection of unwelcome sexual advances or other behavior prohibited by this policy. This policy applies at PwC AC Bangalore facilities and at other locations where our employees conduct business or socialize, such as client sites or at company or client sponsored business and social functions including homes of the employees during a work from home setup and all employees are to adhere to this policy even in the course of online meetings, virtual socialization activities and/ or engaging in informal conversations during a work from home setup.

Sexual harassment is viewed as a form of employee conduct that undermines the integrity of the employment relationship. For the purposes of this policy, sexual harassment is defined as sexual behavior that is unwelcome, is personally offensive, and/or creates a hostile, intimidating or offensive work environment. PwC AC Bangalore will not tolerate sexual harassment by anyone — supervisors, employees, vendors, or clients.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, or any other similar physical contact considered unwelcome by another individual.
- Requests or demands of sexual favors. This includes subtle or blatant expectations, pressures, or requests of any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sex-oriented and considered unwelcome by another person. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are clearly unwanted or considered offensive by others; or any other tasteless, sex-oriented comments, innuendoes, or offensive actions.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.
- Possession in the workplace or display of sexually suggestive objects or pictures; emails, internet sites, or other correspondence with sexually suggestive content.



- Tangible employment decisions made because of or influenced by an individual's compliance with or refusal to comply with sexual demands.
- Any other unwelcome physical, verbal or non-verbal conduct of sexual nature

This policy also expressly prohibits behavior that harasses an employee or applicant on the basis of his or her race, color, creed, religion, age, gender, national origin, citizenship status, marital status, sexual orientation, disability, or other category protected by Central, State, or local law. Forms of such harassment can include physical, verbal and nonverbal behavior that harasses, disrupts, or interferes with an employee's work performance or in any way creates or contributes to an intimidating, hostile or offensive work environment. This behavior includes, by way of example only, epithets, slurs, off-color jokes, threats, or posters, cartoons, emails, or drawings that are insulting, degrading, derogatory or ridiculing of one based on his or her protected status.

Behavior prohibited by this policy often can occur without the knowledge of others and what one may regard as offensive, another may not. For the company to effectively implement this policy, all persons must respond to and report behavior that violates this policy. Cooperation in preventing this type of conduct is essential.

If you believe that you have been subjected to inappropriate sexual or other behavior, you should immediately tell the offender that his or her behavior is offensive and must cease. If such a direct approach is ineffective or impractical under the circumstances, you must report such behavior to one of the persons identified below. If you have reason to believe that another employee of the company has been subjected to or has engaged in behavior that violates this policy, you should also immediately inform one of the individuals identified below.

PwC AC Bangalore will investigate, promptly and thoroughly, any such complaint or report of inappropriate behavior. Complaints and investigations will be handled in a confidential manner consistent with the need to investigate and take corrective action.

Complaints should be directed to the following person:

**Director – Human Capital - PwC AC Bangalore**

In response to a meritorious complaint, PwC AC Bangalore will as necessary or appropriate, take disciplinary action against anyone found in violation of this policy, up to and including termination of employment.

Overall responsibility for PwC AC Bangalore's Equal Employment Opportunity and Sexual Harassment policy has been assigned to the Director - HC who is responsible for the implementation and enforcement of this policy.

Every employee may access this confidential system without fear of reprisal. This policy also prohibits retaliation against anyone who in good faith complains under this policy or participates in an investigation. Full cooperation by each employee asked to assist during any investigation pursuant to this



policy is required. Complaints of retaliation (actual, threatened or feared) also should be directed to one of the individuals identified above.

## EXHIBIT C

### Confidentiality and Intellectual Property Agreement

As a material part of the consideration for my employment by PwC Service Delivery Center – Bangalore Private Limited and the salary and other compensation that I shall receive during my employment, I acknowledge and agree that, by my signature on the document to which this Confidentiality and Intellectual Property Agreement (“CIPA”) is attached as an exhibit, I also agree to this CIPA's terms:

1.

(a) I will, both during my work for PwC AC Bangalore and thereafter, hold in confidence and not directly or indirectly reveal, report, publish, disclose, transfer or otherwise share or make any Proprietary Information (as defined below) accessible, to any person or entity, or utilize any Proprietary Information for any purpose, except in the course of my work for PwC AC Bangalore's sole benefit. In addition, I will not remove, reproduce, transmit, summarize or copy any Proprietary Information except as expressly required by PwC AC Bangalore to enable me to perform my duties. I understand that this Section 1 is effective as of the commencement of my employment with PwC AC Bangalore or the date I acquired knowledge of any Proprietary Information, whichever is earlier.

(b) I will not knowingly use for the benefit of, or disclose to any person employed by, PwC AC Bangalore confidential information of any of my former employers or of any other third party or otherwise knowingly infringe or misappropriate any proprietary right of any third party. I represent and warrant that no contract, agreement or other obligation between or among me and any third party will interfere in any manner with my complete performance of my duties to PwC AC Bangalore or with my compliance with the terms and conditions of this CIPA. Without limiting the foregoing, I (have / have not) signed an agreement with [•], a previous employer or other entity, relating to inventions and confidential information. I (can/cannot) furnish PwC AC Bangalore with a copy of said agreement.

(c) “**Proprietary Information**” as used in this CIPA means all information or material disclosed to or known to me as a consequence of my employment with PwC AC Bangalore or any affiliate of PwC AC Bangalore (“**affiliate**” includes without limitation, for purposes of this CIPA, subsidiaries and other related entities of PwC AC Bangalore), including, without limitation, third party information that PwC AC Bangalore treats as confidential and any information disclosed to or developed by me or embodied in or relating to works for hire. Proprietary Information includes, but is not limited to discoveries, ideas, inventions, concepts, software in various states of development and related documentation, designs, drawings, specifications, techniques, methodologies, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, training materials, templates, procedures, “know-how,” tools, client identities, client accounts, web design needs, client advertising needs and history, client reports, client proposals, product information and reports, accounts, billing methods, pricing, data, sources of supply, business methods, production or merchandising systems or plans, marketing, sales and business strategies and plans, finances, operations, and information regarding employees and other similar information (whether or not reduced to writing). Notwithstanding the foregoing, information that is publicly known and is generally employed by the trade at or after the



time I first learn of such information (other than as a result of my breach of the CIPA), shall not be deemed part of the Proprietary Information.

2.

(a) All Works (as defined below) shall belong exclusively to PwC AC Bangalore and/or its affiliates, as the context may require whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made in the course of your employment with the PwC AC Bangalore" or "works made for hire", under Section 17 of the Indian Copyright Act, 1957 (as amended from time to time) and PwC AC Bangalore shall be deemed to be the author thereof. If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to PwC AC Bangalore as a work made for hire, I hereby irrevocably assign and transfer to PwC AC Bangalore to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights (including moral rights), patents, trade secret rights, and other proprietary rights in or relating to the Works. To the extent my moral rights cannot be assigned, I hereby irrevocably and expressly waive them and agree not to assert any claims based on such rights against PwC AC Bangalore or its affiliates. Without limiting the foregoing, I hereby irrevocably assign and transfer to PwC AC Bangalore all economic rights to the Works, including the rights to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, sell, offer for sale, import, export and otherwise exploit the Works. I shall have no right to exercise any rights to the Works. Without limiting the foregoing, I will not have the right to and will not reproduce, adapt, modify, publish, distribute, sublicense, publicly perform or communicate, translate, lease, import or otherwise exploit the Works, except as expressly authorized by PwC AC Bangalore in the scope of my employment. I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works. I hereby approve any and all modifications, uses, publications and other exploitation of the Works that PwC AC Bangalore or any successor or transferee thereof may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation. I agree that no modification, use or publication of the Works by PwC AC Bangalore or any successor or transferee thereof will be deemed to constitute a distortion or mutilation of the Works. PwC AC Bangalore shall have the unrestricted right to transfer and convey any or all of PwC AC Bangalore's rights in or relating to the Works to any person or entity.

(b) I understand that the CIPA is not intended and shall not be interpreted to assign to or invest in PwC AC Bangalore any of my rights in any inventions developed entirely on my own time without using PwC AC Bangalore's equipment, supplies, facilities, resources, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the inventions to the business of PwC AC Bangalore or the actual or demonstrably anticipated research or development of PwC AC Bangalore, or result from any work that I performed for PwC AC Bangalore.

(c) I will keep and maintain adequate and current written records of all inventions, original works of authorship, trade secrets or other Works in which rights vest in or are assigned to PwC AC Bangalore hereunder. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by PwC AC Bangalore. The records will be available to and remain the sole property of PwC AC Bangalore at all times.



(d) I will provide any assistance reasonably requested by PwC AC Bangalore to protect its proprietary and intellectual property rights, including, to obtain Indian or foreign letters patent and copyright registrations covering inventions, original works of authorship and other Works belonging or assigned hereunder to PwC AC Bangalore. I will execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the Indian, U.S. or any other foreign copyright and patent authorities, or any other entity). I understand that my obligations under this Section shall survive any termination of this CIPA or of my employment in perpetuity, provided that PwC AC Bangalore will compensate me at a reasonable rate for time actually spent performing such obligations at PwC AC Bangalore's request after such termination. If PwC AC Bangalore is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated hereunder to transfer or assign, I hereby irrevocably designate and appoint PwC AC Bangalore and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and in my stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the application, registration, prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest in and to the inventions, works of authorship, trade secrets and other Works to which any proprietary rights may apply and shall survive my death or disability.

(e) **"Works"** means:

(i) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during my employment with PwC AC Bangalore (which term includes, for purposes of this entire definition, any affiliate of PwC AC Bangalore), or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and that relate to the business of PwC AC Bangalore or its actual or demonstrably anticipated research or development,

(ii) any inventions, trade secrets, ideas or original works of authorship that I conceive, develop, discover or make in whole or in part during or after my employment with PwC AC Bangalore, or which I conceived, developed, discovered, or made in whole or in part during my employment or relationship with PwC AC Bangalore, and which are made through the use of any of PwC AC Bangalore's or any PwC AC Bangalore's predecessors' equipment, facilities, supplies, trade secrets or time, or which result from any work that I perform or performed for PwC AC Bangalore, and

(iii) any part or aspect of any of the foregoing.

(f) For purposes of Sections 2(a), (b), (c) and (d) of this CIPA, the term PwC AC Bangalore shall mean (i) PwC AC Bangalore for any period of time during which I am employed by PwC AC Bangalore and (ii) any affiliate of PwC AC Bangalore for any period of time during which I am employed by such affiliate.

3. I will return immediately to PwC AC Bangalore all property of PwC AC Bangalore and its affiliates (including without limitation all Proprietary Information, documents, notes and other work product) in my possession or control, including duplicates, when I leave my employment or whenever PwC AC Bangalore may otherwise require that such Proprietary Information and other property be returned.



4. I will comply, and do all things necessary to assist PwC AC Bangalore to comply, with the laws and regulations of all governments under which PwC AC Bangalore does business, and with the provisions of contracts between PwC AC Bangalore and any such government or its contractors, or between PwC AC Bangalore and any private contractors, that relate to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of duties during my employment with PwC AC Bangalore.
5. I understand and agree that the provisions of this CIPA shall remain in full force and effect in accordance with their terms notwithstanding any termination of my employment with PwC AC Bangalore for any or no reason.
6. The CIPA constitutes the entire agreement between PwC AC Bangalore and me with respect to the subject matter hereof and supersedes all prior and/or contemporaneous understandings, agreements or communications, whether oral or written, on such subject matter, provided that the provisions of any other written agreement between PwC AC Bangalore and me shall remain in full force and effect in accordance with its terms.
7. The CIPA shall be governed by and construed and enforced in accordance with the laws of India.
8. The CIPA may not be amended or modified except by a written document signed by me and a duly authorized representative of PwC AC Bangalore. The waiver of any right hereunder shall not be binding unless set forth in writing signed by the waiving party, and shall not bar the exercise of any other right or of the same right on any other occasion.
9. The CIPA shall be binding upon and inure to the benefit of me, PwC AC Bangalore and its affiliates, successors and assigns, provided, however, that I understand that I may not assign my rights or delegate my obligations under this CIPA without the express prior written consent of PwC AC Bangalore. Without limiting the foregoing, the rights of PwC AC Bangalore hereunder may be assigned in whole or in part without my consent to any of PwC AC Bangalore's affiliates or to any other entity that, whether by merger or otherwise, acquires all or substantially all of the assets, business or stock of the office or branch in which I work.
10. If any provision of this CIPA is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this CIPA, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.
11. I acknowledge and understand that any breach by me of any of Sections 1, 2, 3 or 4 of this CIPA will cause PwC AC Bangalore and its affiliates to suffer irreparable harm for which damages are an inadequate remedy and are difficult to calculate. Accordingly, I agree that PwC AC Bangalore and its



affiliates will be entitled, without limiting any other available legal or equitable remedies, to injunctive relief (without the need to post any bond or other security) to enforce the terms of the CIPA in whole or in part and to prevent any breach or threatened breach of any of those Sections.

## **EXHIBIT D**

### **Consent Form**

I acknowledge and agree that PricewaterhouseCoopers Service Delivery Center – Bangalore Private Limited and its affiliates or related bodies corporate want to develop a global human resources database in support of PwC AC Bangalore's legitimate business purposes.

These legitimate business purposes include, without limitation:

- (a) The submission of proposals to clients and potential clients of PwC AC Bangalore;
- (b) The compilation of directories;
- (c) The organization of security procedures;
- (d) The processing of worker compensation and insurance claim and the management of human resources.

I therefore understand and agree that PwC AC Bangalore hold, collect, receive, store, record, have access to, process and transfer personal information about myself ("**Personal Data**"), including, without limitation:

- (a) Identification data such as my name, home address, telephone and fax number, personal email address, date of birth, social security number, citizenship, ID and passport number and/or other employee identification number, marital status;
- (b) Employment data such as my salary, job title, resumes, applications, copies of school, college and university diplomas, background verification information, entitlement to stock options, employment references;
- (c) Financial information such as bank account numbers and tax related information; and
- (d) Other information necessary to PwC AC Bangalore's legitimate business purposes, which I may voluntarily disclose in the course of my application and subsequent employment with PwC AC Bangalore.

I understand that, unless allowed or required by laws and/or regulations, PwC AC Bangalore does not, as a general rule, collect sensitive data, such as information about racial and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, health information, etc. However, if I have voluntarily in any way disclosed information of that nature to PwC AC Bangalore, I understand that PwC AC Bangalore may not be able or may be able only with disproportionate effort to delete this information from its database and I agree to the use, disclosure, processing and transfer, including cross-border transfer, of these information, even though it is possible that the recipient of such information may not be bound by similar obligations to protect such information.





I understand and agree that Personal Data are transferred:

- (a) Among PwC AC Bangalore affiliates for the purposes of, and in connection with, personnel administration, planning and management of my employment relationship with PwC AC Bangalore; and
- (b) To third parties assisting PwC AC Bangalore in the administration and management of my employment relationship with PwC AC Bangalore, including without limitation, payroll management companies, pension plan companies, health insurance companies or agencies, credit card companies, background verification providers and others that have entered into vendor program agreements with PwC AC Bangalore for the provision of their services to PwC AC Bangalore and its employees.

I also understand and agree that PwC AC Bangalore hold, collect, receive, store, have access to, use, disclose, process, and transfer Personal Data for purposes of its legitimate business interests and may do so even after my departure from PwC AC Bangalore either for a reasonable period of time to allow me to join the PwC AC Bangalore Alumni Network or for the applicable statutory period.

I understand that the companies transferring my Personal Data and the recipients of my Personal Data, both PwC AC Bangalore affiliates and third parties, may be located in any country including any country outside of the India or my country of origin and/or residence.

I hereby consent to the collection, reception, possession, use, processing and transfer by PwC AC Bangalore of my Personal Data, in electronic or any other form, including transborder transfer of Personal Data, for the purposes and to parties described above.

I understand that I am responsible to, and may, at any time, review certain of my Personal Data, by accessing PwC AC Bangalore's web page and make any necessary amendments to it to ensure that my Personal Data is up to date, and that PwC AC Bangalore may not be held liable for any damages incurred by me as a result of PwC AC Bangalore's use, processing and transfer of inaccurate Personal Data provided by me.

I hereby consent to having modifications to my Personal Data done in electronic format rather than in writing. If, however, wherever this option is available to me, I choose to send any requests for modifications of my Personal Data to PwC AC Bangalore other than in the electronic format, I acknowledge and agree that delays can occur in the processing by PwC AC Bangalore of this written request for modification and that additional PwC AC Bangalore employees and/or agents may have to access certain of my Personal Data for that purpose.

I agree to promptly notify PwC AC Bangalore in writing of any change in my Personal Data or any unauthorized use or unauthorized disclosure of my Personal Data.

I understand that I may, at any time, withdraw the consents hereby given to the processing by PwC AC Bangalore and/or its agents of my Personal Data by notifying PwC AC Bangalore in writing of such withdrawal. As a result of my consent withdrawal, in certain cases, I may no longer be eligible for certain benefits, including employment and/or employment benefits and services currently provided to me by PwC AC Bangalore and/or the third parties selected by PwC AC Bangalore to render such services to the extent the Personal Data affected by my consent withdrawal was necessary to process my benefits.





I agree to abide by all policies of PwC AC Bangalore, including the Protection of Personal Data Policy as this Policy can be modified from time to time at PwC AC Bangalore's sole discretion.

Ref. No: - Creators/31/2019

Dated: - 25-02-2020

Dear Miss. Ashwini Shettimani,

**Thank you for exploring career opportunities with Creators Technology Solutions.**

We are please to make you an offer that you have been primarily selected by us for the position of “ **Graduate Engineer-Trainee**” subject to clearing of medical test conducted by our panel doctor on 18-02-2020, if you found medically unfit the medical fees will be refunded & will not entitle for further process of Recruitment.

After successfully completion of medical test and all other formalities you will part of the Creators Technology Solutions, you gross salary including all benefits will be 2,75,000/- per annum, as per the terms and conditions set by creators technology solutions, the gross salary mentioned above is inclusive of the variable allowance **becoming effective upon successful completion of the final selection round of Creators Technology Solutions in the month of July 2020.**

After successful completion of the **final selection round of Creators Technology Solutions** & subject to accept this offer, you will be given a joining letter indicating the details of your joining date, salary package and initial place of positing. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as a part of joining formalities you are required to sign a confidential agreement which aims to protect the intellectual property rights and business information of Creators Technology solutions and its clients.

The creators technology solutions reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you, creators technology solutions reserve its right to terminate your services by giving you one month notice or one month basic salary lieu thereof.



Thanking You,  
**Creators Technology Solutions**



## Uttara Aptitude Test - 26th July - Results - CONGRATULATIONS TO TOPPERS !!!!

2 messages

**Uttara Team** <contact.m1@uttarainfo.com>

Mon, Jul 27, 2020 at 4:48 PM

To: Mamatha Kulkarni <mamatha.kulkarni@uttarainfo.com>

Cc: Vikram Shastry <vikram.shastry@uttarainfo.com>

Bcc: placement@hsit.ac.in

Hello,

Greetings and Congratulations to all the toppers of the Aptitude Test conducted on the 26th of July.

Those receiving this mail are awarded the prestigious **Uttara Scholarship**, entitling you to a **2 month Free Java training program, followed by assessment and free placement assistance.** (attached list for reference)

**Note: Please read the mail carefully and thoroughly**, the Zoom link and details to the class are shared below.

The next class is on **Wednesday the 29th of July at 4:30 pm:**

**Topic: B99 - Class 2**

Time: Jul 29, 2020 04:30 PM Mumbai, Kolkata, New Delhi

**Join Zoom Meeting**

<https://us02web.zoom.us/j/84643376578?pwd=bHl4bjFzMkhiREJidEtEd21oaFBUZz09>

**Meeting ID:** 846 4337 6578

**Passcode:** 7895127

**Join Uttara WhatsApp group using the**

**link:** <https://chat.whatsapp.com/BI0TSXgrzBQ0fLEil2HS7o>

\* If you missed the **Class 1 on 26<sup>th</sup> July**, please go through it using this link -

<https://youtu.be/hW0jcG4FQ4g>

\* Go through this introduction session to understand the basic merits of Java - <https://youtu.be/-GTr2IEYvMU?t=897>

\* We conducted an **Orientation class** on "How to get a job during COVID times?" last Sunday. In case you did not attend it, please go through the link, <https://youtu.be/y-SIUVavpg4>

Regards,

Manoj GS

WhatsApp: 7022199933

9663298877

[www.uttarainfo.com](http://www.uttarainfo.com)

[https://www.facebook.com/pg/Uttara.Info.Solutions/videos/?ref=page\\_internal](https://www.facebook.com/pg/Uttara.Info.Solutions/videos/?ref=page_internal)



Sender notified by  
Mailtrack



**UAT\_26thJuly\_ToppersList.xlsx**

11K



**Uttara Aptitude Test - 26th July - Toppers**

Name	Branch	Semester	College
Jyoti Patil	EEE	8th	HIT
ASHWINI SHETTIMANI	ECE	8th	HSIT
H Sumukh	EEE	6th	KLETU
Charan Nandigam	ECE	6th	NMIT
MEGHANA M	EEE	8th	RYMEC
Shweta Magadum	CSE	8th	BCE
Rishab Guggali	CSE	6th	AGMRCET
SHRILAXMI S PURANIK	CSE	6th	RYMEC
Chetan Allapur	CSE	6th	A.G.M.R
Phebe Devadattam	ECE	6th	AGMRCET
SHARMILA H V	EEE	8th	UBDT
VIDYA JAVAI	ECE	8th	TCE
B. PAVITHRADURGA	ECE	8th	RYMEC
P sirisha	ECE	8th	Rymec
Prateek R K	CSE	8th	SMVITM
Tahreem naaz	ECE	8th	
sharanyalaxmi k	ECE	5th	smvitm
Prajwal Raj J	AE	8th	MITE
SAI SWAROOP K	ECE	7th	RYMEC
Ganesh Prasad C	TCE	8th	DBIT
Anjana H L	ECE	8th	BIET
AMRUTA HUNASHYALI	ECE	8th	HIT
HARSHITHA K M	CSE	8th	RYMEC
SOUMYA M TALUR	ECE	7th	KLEIT
Shashidhar s ragi	ECE	7th	KLEIT
Prasad Kadi	MECH	7th	UBDT
DIVYASHREE HR	EI	8th	UBDT
Padmavati M H	CSE	6th	KLEIT
Ningappa siddappa koulapure	ECE	8th	UBDT
Sneha Väijampad	ECE	6th	GNDEC
Kavya N C	CSE	Mtech 4th sem	UBDTCE
Komal chavan	CSE	8th	Bce
Chetana Gumaste Desai	ECE	7th	RYME
Syed Sarfaraz	ECE	8th	GNDEC
Saishree Shetty	ISE	7th	SCEM
NEERIKSHA BANGERA	ISE	7th	SCEM
PRAJWAL KUMAR H M	MECH	8th	Rymec
Manasa Eshwar	ISE	7th	
Shruthi	CSE	6th	RYMEC
Rajeev kulkarni	CSE	7th	KLEIT
AKSHAY KUMAR V S	ECE	8th	UBDT