

**BOSCH**

*** Personal and Confidential ***

Ms. Pooja S Phatinge

HIT, Belgaum,

Candidate Id: 6643215

Bosch Global Software Technologies
Private Limited, 123 Industrial Layout,
Hosur Road, Koramangala, Bangalore -
560 095, India. Tel: +91 80 6657 5757
Fax: +91 80 6657 1404 CIN:
U72400KA1997PTC023164
www.bosch-softwaretechnologies.com

Our reference: TN/59122/2022

Date: 09-Jun-2022

Dear **Ms. Pooja S Phatinge**,

This has reference to your application and the subsequent interviews you had with us. We are pleased to appoint you as '**Associate Software Engineer**' at BGSW in "**Level 50**" as detailed below.

1. Compensation

- a. Your annual CTC (Cost to Company) will be Rs.**5,00,000/-** (Rupees **Five Lakhs** only) per annum. In addition you will be entitled to benefits as detailed below, **Annexure I**.
- b. Please refer to **Annexure I** to know more details about your compensation package.
- c. The variable portion of your compensation shall depend upon achievement of company goals. This amount is paid as per section 31-A of the Bonus Act in lieu of profit sharing bonus, if applicable to you.

Your remuneration is strictly confidential between you and the Company and has been arrived on the basis of your specific background and professional merit. You are obliged to maintain absolute secrecy of the terms and conditions; failure to do so will invite disciplinary action and may even result in termination of your services.

2. Retirement

You will retire from the services of the company on attaining the age of retirement. The retirement age is 58 years with an option to retire at 55 years, basis mutual discussion and agreement subject to company retirement policy.

The management reserves the right to amend the retirement age from time to time at its sole discretion, and these amendments shall be notified and binding on all Employees on the rolls of the Company with immediate effect.

3. Benefits

You will be entitled to leave benefits of Earned Leave (18 days) and General Leaves (12 days) as per the prevailing Leave policy. The company reserves the rights to alter / amend the leave rule from time to time including leave entitlements.

You will be entitled to a) Hospitalization Insurance - for self and family (for spouse and children up to the age of 23 years) b) Personal Accident Insurance - for self only c) Life Insurance - for self only.

4. Integrity

Each employee at Bosch is committed to ensure integrity in all aspects of their functioning. You are expected to comply with the policies as listed in the code of Business Conduct of the company as they form an integral part of the terms of your employment with Bosch. You are required to read and agree to the Rules & Regulations of Service and Conduct as listed in the **Annexure II**.

5. Condition of Hire

5.1. The assignment offered to you is on a whole time basis. You will not carry on or be concerned with any business of your own or on behalf of anyone else directly or indirectly, nor shall you take up other business or be associated with any other business with or without remuneration during the course of employment with the company.

5.2. In accordance with the provisions of the Companies Act 2013, you are required to disclose your relations or business connections, if any, with the Directors of this Company. You are required to furnish these details in your job application form and return to us. Further, if you have any trade or business interest with relations mentioned in **Annexure II** here-in-below and have any existing connection or future connection with the Company as suppliers, dealers, agents or contractors thereof, you are obligated to disclose such connection to the Company at the time of joining, you shall inform the management of the Company on becoming aware of any proposed transactions through such relations in the future of your employment duration.

5.3. This employment offer is made based on the information given by you in the BGSW application form, but not limited to the education/ experience certificates and any other relevant documents submitted to us. In case company finds at any time, the information given by you is incorrect, untrue or incomplete, the company shall have the right to terminate the employment-at any time without notice or salary in lieu of notice period.

5.4. If the Company sends you on training including research and development activities, to another country or a place in India with a view to benefit the Company in pursuance of its business objectives, which will be at an additional cost to the Company, you agree not to accept employment in a company in competition with BGSW and / or undertake a business that is in competition with BGSW. In the event you leave the Company within **One year** after such training period as mentioned in this clause 5.2, the Company will be entitled to recover the costs from you, incurred by the Company towards such training.

5.5. Background Check : Company would be conducting a background and reference check of your employment details. Your appointment is contingent upon satisfactory report of the background check conducted by our company's approved agency.
If the outcome of the Background verification is not satisfactory, the company has the right to withdraw this Offer of appointment without any notice or Compensation in lieu of notice at its sole discretion. This includes the right to take any appropriate action against you, including, but not limited to termination of your employment.

6. Transferability

Initially you will be posted at our "**Bangalore/Coimbatore/Hyderabad/ Pune**" location, however you may be transferred to provide your services to any of our existing / future establishments of Bosch or at our client location situated within India or abroad depending upon the company's requirements on the same terms and conditions of this letter and any additional terms that may be applicable to you as per Company policies. In case you are deputed abroad, you will be required to fulfil the conditions regarding financial security and minimum service subsequent to such deputation as per the Company's Policy.

7. Termination

The notice period for termination of employment on either side shall be three months. Company shall have an option of making payment in lieu of notice period at its discretion.

When payment in lieu of notice is offered by the company, the notice pay shall mean only the basic salary and does not include cash equivalent of any allowances, etc.

Payment in lieu of notice shall be subject to acceptance of the same by the Company considering unfinished tasks, projects on hand, work in progress, etc. You shall not be deemed to have been relieved of your services except upon issue of a letter to that effect.

8. Training Period

You will be on training for a period of 2 months from the date of your joining the organization. The company may periodically evaluate your performance during the training period. If you fail to qualify as per the minimum prescribed performance standards, the company reserves the right to decide on the continuance of your employment.

9. Acceptance and Commencement

Your appointment will be confirmed upon receiving your acceptance to this offer letter. Your functional area, location and date of joining will be informed later.

To confirm your acceptance, you are requested to communicate the acceptance of this offer within 7 days from the date of receiving this letter. If you do not confirm your acceptance, this offer will be withdrawn.

Please note, you are not eligible for company sponsored accommodation, therefore, you are advised to identify your suitable accommodation facility in advance of your joining.

The terms mentioned in this offer of appointment / appointment order supersedes all previous oral or written communication, representation, understandings, undertakings or agreement relating to the subject matter included herein.

Bosch Global Software Technologies Private Limited

Digitally Signed By

Signer: GANESAN SENTHILKUMAR
Date: Thu, Jun 9, 2022 20:58:47 IST

Senthilkumar Ganesan
Senior Project Manager
(Human Resources)

Digitally Signed By

Signer: A S Amudha
Date: Thu, Jun 9, 2022 16:48:49 IST

Amudha A S
Process Lead
(Human Resources)

This offer letter contains

- A. Annexure I – Compensation details
- B. Annexure II - Rules and Regulations & Code of Conduct
- C. Enclosure A
 - 1) Mandatory documents for onboarding process
 - 2) Information for your reporting

Please sign and return the copy of this letter as a token of your acceptance of above terms and conditions at the time of your joining.

I agree and accept the above terms and conditions and confirm that I will join services on _____

Name

Signature

Date

Annexure I

Personal and Confidential		
		09-Jun-2022
Compensation and Benefits Plan		
Name:	Ms. Pooja S Phatinge	
Qualification:	B.E.	
Designation:	Associate Software Engineer	
Level:	50	
Components	Per Month	Per Annum
	Rs.	Rs.
Cash Components		
Basic Salary	15,000	1,80,000
Buffet of Benefitt (HRA, Conveyance, Medical, LTA, SAF Contribution, etc)	20,586	2,47,038
Gross Salary	35,586	4,27,038
Retirals / Statutory Contribution		
Company Contribution towards Provident Fund (12% of Basic Salary)	1,800	21,600
Gratuity (4.81% of Basic Salary)*	722	8,658
Total Retirals / Statutory Contribution	2,522	30,258
Variable Pay**		
Company Performance related Pay - CPrP at factor 1.0 company achievement		42,704
Total Cost to Company	38,108	5,00,000
National Pension System (NPS) Optional - Company Contribution		13,200

The aforementioned perquisites are subject to alteration and amendment.

* Eligibility for Gratuity is as per Payment of Gratuity Act 1972

** The actual variable pay amount will depend upon the company goal achievements. This amount is paid as per section 31-A of the Bonus Act in lieu of profit sharing bonus if applicable to you.

This is a system-generated letter. No signature is required.

Annexure II

RULES & REGULATIONS OF SERVICE AND CONDUCT APPLICABLE IN BGSW

Dear Associate,

Please note the Rules & Regulations ('Regulations') applicable in respect of your employment with Bosch Global Software Technologies Private Limited ('BGSW' or 'Company') are as hereunder: These rules and regulations of service and conduct are subject to amendments by way of notification by the management of the Company ('Management') at their discretion and shall be binding on all Employees on the rolls of the Company whenever such amendment takes place with immediate effect.

Violation of any of these Regulations or engaging in any unlawful activity may invite disciplinary proceedings including loss of pay, termination of services at the sole discretion of Management.

I RULES & REGULATIONS OF SERVICES

1. Working Hours, Holidays and Leaves

You will be governed by the company policy on working hours and holidays as applicable to your category and location of posting. You may also be required to work in shifts including night shifts to support the business requirement as and when required or to support business exigencies.

The normal working hours of day shift are from 9:00 am to 6:00 pm, from Monday to Friday every week. The Company at the start of every year releases list of paid holidays for the year.

Refer the leave policy for the details of your entitlement of the leave benefits of Earned Leave and General leave.

2. Attendance

You are required to mark your attendance daily. Non marking of attendance shall be treated as unpaid leave, unless it is regularized by following the procedure as specified.

- a) You are expected to be available in the office premises during the required hours or as intimated by the manager / department.
- b) In case you are "working from home", the guidelines for this process will be binding on you.

- c) You shall follow the working hours and system for recording attendance as specified by the Management as prescribed from time to time.
- d) You shall not absent himself without prior permission as per proper leave procedure and shall furnish valid reasons for such absence. The company reserves the right to reject the application for leave in case of any emergency. You can apply for regularization of leave, however the company shall have the right to reject such application if it is found that such reason for regularization is not genuine or that it was possible to take permission prior to absenting.
- e) You shall conduct yourself in such a manner to set an example to others especially those who report to you or colleagues working with you.

3. Basic Salary and Other Allowances, increments and Promotions

Salary is paid to associates on a monthly basis within the timelines specified by law.

The salary, allowances and entitlements are subject to changes at the discretion of the Company. Changes in your salary, level shall be notified to you. Payment of salary shall be adjusted for unpaid leaves and shall be subject to all statutory deductions.

Salary increments and promotions will be based on the company prevailing Compensation and Promotion policy.

- a) You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, the company frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions and other corporate actions. If any such action relates to your role / position, you agree to cooperate with the company and take any necessary steps to ensure a smooth transition
- b) The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times
- c) You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of the company
- d) Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- e) Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with the company.

4. Unauthorized absences from work

In case of any of the following situations, it shall be deemed that you have abandoned the services of the Company, which shall be treated as resignation by you without notice leading to termination of your services.

- 1) Unauthorized leave for more than seven (7) days
- 2) During transfers / deputation within India or outside India not reporting service on the date and at the location as specified by the Company
- 3) Medically unfit to resume work beyond the granted leaves

In any of the above and such similar events you shall be liable to refund the salary in lieu of shortfall in notice period and other dues, assets payable to the company, as specified.

5. Travel Policy

You will be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Company policy applicable to you.

6. Search

Employees may be frisked on their person/vehicles by the security officers at the time of their entry/exit or while in the premises. Employees shall co-operate with the security officers.

All employees are liable to be searched by the Security Staff or by any other authorized person at the main entrance of the Establishment and at any other gate or any part of the Establishment' premises at any time.

The Management has the right to search employees as and when they so decide and at such times, you shall freely allow themselves as well as their vehicles to be searched.

7. Identity Card

You will be provided with a photo identity card which shall be required to enter the Company's premises and is required to be displayed while being inside the premises of the Company.

Identity cards are personal to the employees and are not to be handed over to anyone else. Identity cards are also used for marking presence/attendance. In case if any other person enter the premises, unauthorized, you shall be liable for all the consequences including termination of services.

In case of loss of Identity Card, employee shall report the same forthwith to the Company and obtain another card on payment of such charges may be specified.

8. Misconduct

Associates are expected to treat other associates and conduct themselves with dignity.

Without being exhaustive, the acts of Misconduct shall include but not be limited to insubordination, non-performance of assigned duties and responsibilities, theft, fraud, dishonesty, habitual absence, neglect of work, misappropriation of company funds / property, tampering of Company records, habitual indebtedness, drunkenness, disorderly behavior, acts subversive of discipline, conduct detrimental to the interest of the company, sexual harassment, work place harassment, breach of (a) rules and regulations of service and conduct (b) terms and conditions of the employment offer letter and or (c) Bosch code of conduct .

If at any time, you are found to be guilty of any misconduct, the Management may impose the following disciplinary actions as deemed appropriate:

- Suspension for a period not exceeding 15 working days and or
- Withhold increment and/or reduce the consolidated salary or
- Dismissal from services, without any notice or compensation in lieu of notice and in such a case, the services you shall come to an end and stand terminated with effect from the date of dismissal.

The company shall have the right to impose any other punishment as deemed fit which would be proportionate to the misconduct committed.

9. Retirement Age:

Employee shall retire from services of the Company on the last working day of the month in which he/she attains the age of 58 years with an option to retire at 55 years, basis mutual discussion and subject to company retirement policy. However, you may be retired at any stage before Fifty Eight Years during your services in the establishment if you are unable to continue in service satisfactorily due to any form of physical or mental infirmity or are not able to perform given work. Age of 58 years will be determined as per the age/date of birth recorded in the company's records. Employee shall not be allowed to seek for modification of date of birth under any circumstances once the same is entered in the service records after appointment.

10. Illicit gain, bribery etc.

You shall not:

- a. Promise or grant to the business partner any advantage in return of any favor or preferential treatment for the placing of orders or supply of goods and services to the Company.
- b. Demand, accept the promise of or accept an advantage for himself, his family or third party including any preferential allotment of shares and securities of the business partner or its associate in return for preferential treatment to the business partner for placing of orders or supply of goods and services to the Company.

11. Relation with suppliers and customers, consultants, agents etc.

Suppliers and customers shall be selected on competitive basis following the comparison of price, quality, performance and suitability of the products or services offered and shall be treated in a just and fair manner. Commissions and credits to representatives, consultants, agents, authorized dealers etc. must be reasonable and justified related to the services rendered by them.

No supplementary agreement shall be entered into for favoring person in connection with the negotiation, award, supply, processing and payment of orders. Employees who indulge in any corrupt behavior or allow themselves to be influenced by customers or suppliers to any corrupt behavior will render themselves liable for disciplinary action or even termination of employment without notice.

12. Non-divulgence of Trade Secrets, etc.

a) Confidentiality

You shall observe confidentiality in respect of all confidential information received orally, in writing or otherwise by the company including from all stakeholders (e.g. customers, suppliers, service providers etc.). You shall use confidential information only for the purpose of discharging his duties and functions in relation to the company's business.

You shall ensure that confidential data is handled as per Company procedures (e.g. encryption, access protected, etc.).

You shall also maintain confidentiality of the information as described herein after he ceases to be in employment and shall not divulge, disclose or impart to any person / organization / employees who are not required to receive such information for discharging their duties, any trade secret, confidential data, proprietary information received from customers or any information concerning the business / finances of the Company or any dealings, transactions of affairs of the Company which come to his knowledge during or in the course of his employment.

Employee, during severance of services from the Company, is not authorized to carry any data, information of the Company. Employee shall not transfer, copy any data, information about the business of the Company in any personal device. During the severance process, Employees are expected to handover all the data, information about the Company in their possession to their supervisor without deleting or destroying any part of it.

b) Employees are restricted from copying or removing any confidential / proprietary information of the company or received from customers outside the company premises without prior permission from the Department Head.

13. Use of Bosch Assets & Information Systems

Every employee shall use Bosch assets and other IT - equipment for official business purposes of the Company only.

Bosch Information systems are made available to the employee as a Bosch resource.

You shall

- a) Use Bosch Information Systems (e.g. Information Technology and Communication hardware, software, data, E-mail, internet, intranet services etc.) for business purposes only
- b) Secure Bosch provided Laptops and any other mobile IT-end devices against loss or theft
- c) Not connect personal mobile or IT-end devices (e.g. Memory sticks, smart phones, cameras, Tablets etc.) to Bosch systems - not even for power charging (even if the USB port is disabled)
- d) Not access, download, upload, store, send, forward, distribute, post:
 - 1) Content of pornographic or unprofessional nature, which promotes crime, violence, discrimination or racism which could offend, humiliate or intimidate

- 2) Information, unauthorized software, freeware or contents that do not promote the company's interests and objectives
 - 3) Non-Bosch-relevant information such as music and videos (storage of such contents on servers and end devices is forbidden)
 - 4) Company information on any website including social media (e.g. Facebook, Twitter, Whatsapp etc.) without appropriate authorization
- e) Not forward or act on unsolicited data (e.g. Chain letters, junk e-mail or spam), the contents of which in his opinion may breach the terms of these conditions; if any such information be received, it must be reported immediately and effectively deleted.
 - f) Not install unauthorized / pirated software on any part of Bosch's Information System.
 - g) Employee shall not use the Bosch IT equipment for illegal copy or exchange of copyrighted information and legally protected licensed Software.
 - h) Not disable password protection for screen savers or override default settings (e.g. 'increase wait time').
 - i) Access internet only through Bosch Corporate Network firewall systems. Direct connection of workstations to internet, external networks via ISDN, modem, radio, and wireless is prohibited. Suitable precautions must be exercised by RASVPN users with authorization for simultaneous port connections. On internet, access trustworthy websites and for business purposes only (e.g. do not click on pop up URLs)
 - j) Promptly complete all training modules related to Data Protection and Information Security as assigned periodically by the reporting manager or as part of mandatory training – this will enable you to fulfil his responsibility towards safeguarding the Confidentiality, Integrity, Availability, Legality and Data Protection of the business information as well as personal data he is entrusted with towards the discharge of duties at all times (irrespective of location of work – whether on premises, at home or on business travel).
 - k) Ensure compliance with legislative, regulatory and contractual requirements when there is uncertainty about applying these conditions, you must seek immediate clarification from the department Data Protection and Information Security Partner (DSP) or the reporting manager.

Where there is uncertainty to the application of these conditions, employee shall seek immediate clarification from the concerned and shall act accordingly. Generally, the Company will address a breach of these conditions via education and counseling. However, the company may consider a serious or intentional breach by an employee as serious misconduct and under such circumstances termination shall be without any notice or pay in lieu thereof.

The company reserves the right to monitor data transmitted / stored by you and act on the breaches of this agreement, including disciplinary action.

14. Intellectual Property Rights

You hereby agree and confirm that all works involving any invention, development, improvement in product, process created, developed by you either alone or in collaboration with any other associate, during the course of your employment with the Company ('IP') shall be owned by the Company exclusively.

Company may require you to execute such documents as may be prescribed to fully assign the ownership and rights in the IP to the Company as may be required under specific laws, which you hereby agree to execute without any demur or reservation. Unless Company decides otherwise on a case to case basis, salary paid to you shall be deemed as adequate consideration for the assignment.

II. RULES OF CONDUCT

The position which you occupies in the Company makes it obligatory on his part to conduct himself in such a manner that the Company's fair name and image in all spheres of life and in the community at large are maintained. The Management expects that you will serve the Company with zeal and diligence to promote the mutual interests of the Company and the employee.

It shall therefore, be the endeavor of you to ensure that his conduct and behavior even outside the Company are such that they do not affect his or the Company's reputation.

Any act of misbehavior involving moral turpitude on the part of the employee even outside the Company, will have a bearing on the Company's standing in the community.

1. Adherence to Law

In case of commission of any unlawful act by you, which in the reasonable assessment of the Management may bring disrepute to the Company, Company may cause termination of your employment contract without any notice/severance pay.

The Company follows the principle that all dealings, measures, contracts, etc., should be strictly lawful and its employees are bound to observe the same principle.

It is also not permissible for anyone in the Company to assist a third party in any unlawful dealings.

The Company will in no circumstances protect or assist the employee in a prosecution launched against him for any breach or violation of any Law or Regulation and the company shall not be responsible for any illegal act of the employee.

You warrant that you are not prevented by a court or by any other administrative or judicial order from providing, the services required under this agreement. You are also required to keep our HRL department informed about any court case pending against you, in any court in India or abroad. You shall also inform the company at the time of joining any case that is pending to which you are a party.

2. Political and Communal Activities

The Company expects you to refrain from involving self in controversial spheres like political parties, communal organizations, etc. You are, of course, free to have his own political and communal ideologies but active involvement in this field is considered inadvisable by the Company, as the personal opinion of the employee may be construed as the opinion or the ideology of the Company with which he is associated. Therefore, it is imperative that the employee keeps away from active political life while in the service of the Company. Company does not endorse any particular political, communal views. Employees shall refrain from using Company's assets, platform to air their personal political, communal affiliations, views.

3. Accepting Gifts, Presents / Invitation to Parties and private Functions

You shall refrain from accepting any gifts or favours in cash or kind, from any vendors, suppliers, business associates, partners of the Company.

In case you are "accepting gifts", the guidelines for this process will be binding on you.

Many suppliers, customers and other parties with whom the Company has business connections, may not only invite the employee to private functions like weddings, house-warming ceremonies, etc., but also offer to pay fares or provide transport for the journey involved in connection with the function and look after the employee's boarding and lodging. In addition, you may also be given gifts, which may be handsome and lavish.

To accept such invitations or gifts, particularly at the cost of the host, will have negative consequences for the Company affecting the image of the Company and as one cannot be selective in such matters, without offending others, it will be impossible to accept all such invitations.

The host may in return expect a favor from the employee or the intention may be to use you to indirectly influence a decision of the Company, in which the host is interested.

Whatever may be the intention of the host and in whichever form the reward is made, you shall refrain from accepting such invitations or presents.

4. Non-discrimination

The company believes in providing equal opportunity for employment and business relation regardless of gender, nationality, ethnic origin, race, colour, religious and political beliefs. You shall, in the discharge of his duties abide by and uphold this principle of non-discrimination and equal opportunity

III. GENERAL

The Management reserves the right to amend the "RULES & REGULATIONS OF SERVICE AND CONDUCT" from time to time at its sole discretion.

Your agreement as below supersedes all previous oral or written communication, representation, understandings, undertakings or agreement relating to the subject matter included herein.

From:
Name :
Emp No :
DoJ :
Dept :

To:

**ROBERT BOSCH ENGINEERING AND BUSINESS SOLUTIONS PRIVATE
LIMITED**

Dear Sir/Madam,

I acknowledge receipt of:

“RULES & REGULATIONS OF SERVICE AND CONDUCT”.

I agree to abide by the Terms and Conditions contained in the “**RULES &
REGULATIONS OF SERVICE AND CONDUCT**”.

Yours faithfully

Date :

Place :

MANDATORY JOINING REQUIREMENTS AND DOCUMENTS

Enclosures A:

- 1) **Mandatory documents for onboarding process**
- 2) **Information for your reporting**

Please carry the following documents on the day of your joining:

- 1) **Originals** of following **mandatory** documents for **verification process**
 - Education Certificates : Degree certificate (Degree / Master Degree)
 - Age Proof – SSLC Marks sheet ,Passport copy or Aadhar copy
 - Provisional Certificate & Course Completion Certificate (only when degree certificate is not available)
 - Relieving letter & Experience/Service Letter from your current employer along with photocopy of the document, if the same is not uploaded in the 'First step' tool
 - ID proof document : PAN Card, Aadhaar Card, Voter ID/Driving License, Passport
 - Two set of photo copies of Aadhaar and Pan Card – Aadhaar is for PF Record
 - Cancelled cheque leaf.
 - If you are covered under, ESIC - Two post card size full photos of your family (Applicable for associates whose monthly **Gross Salary is less than Rs.21,000/-** (Mandatory)

Note: Submission of above documents is mandatory for your joining at BOSCH

2) Information for your reporting

Particulars	Address	Contact details
On boarding at the Company location	Bosch Global Software Technologies Private Limited #123, Industrial Layout, Hosur Road, Koramangala, Bangalore - 560 095, India. Cob : Bosch Global Software Technologies Private Limited BOSCH Campus, Phase 1, CHIL SEZ Unit, Keeranatham Village Coimbatore, Tamil Nadu - 641 035	Ban- Poornima H R (GS/HRS23-IN) Manojkumar Devaraj (GS/HRS13-IN)
Virtual on boarding	"Skype/MS Teams" link will be shared a day before the on boarding day	
You may please reach out to the contact mentioned above between 9.00 am and 6.00 pm, Monday to Friday for any queries prior to your joining.		

Date:20-Feb-2022

To

Pooja Phatinge
INDIA

Dear Pooja Phatinge,

Sub: Offer of Training and Employment

1. This has reference to the selection process for employment opportunity at Mindtree.
2. We take pleasure in informing you that you have been selected for appointment in Mindtree as an **ENGINEER** in the salary grade **C1** subject to the following terms and conditions.

2.1. a) You should have completed/ complete the Degree which you pursued/ are now pursuing, without any backlog (subjects where you have not obtained the passing marks) at the time of joining

b) Secure 60% aggregate in the degree. Aggregate is calculated as follows:

$$\text{Aggregate} = \frac{\text{(Total of marks obtained in all the subjects from the first to last semester)}}{\text{(Total of maximum marks in all the subjects from first to last semester)}}$$

$$\text{Aggregate \%} = \text{Aggregate} * 100$$

c) Provide a copy of the degree certificate or provisional degree certificate along with mark sheets of all semesters on your day of joining.

2.2. Mindtree has training centers in Bangalore, Hyderabad, Chennai, Pune, Noida and Kolkata. Based on the preference expressed by you during the selection process, you shall initially undergo training at Mindtree training center in Bangalore (Orchard Learning Programme), which helps you to transition to the corporate world of technology solutions. The details of the programme and the specific address of the training location in Bangalore will be provided separately closer towards the joining date. Mindtree reserves the right to change the training campus location based on business needs prior to or during your training period.



Pooja S Phatinge (Feb 22, 2022 13:40 GMT+5.5)

2.3. Your onboarding date would be shared with you based on your participation and achieving required milestones as per the pre- orchard learning program calendar which will be shared by you upon acceptance of this offer.

2.4. The period of Orchard Learning Programme is for 90 days and on successful completion of the programme, you shall be deployed at a location as per the business requirement of Mindtree. However, the exact duration and nature (either virtual or in-person) of the training program may vary based on the track and specific requirements. Exact duration and nature of the training shall be communicated upon joining and allocation into a technology track.

2.5. The other terms and conditions of your appointment at Mindtree is in Annexure - A. Besides, you will be governed by the rules, regulations and policies of Mindtree which will be in force from time to time.

2.6. You shall arrange to produce the following documents at the time of reporting for training or such other time prior to your date of joining, as may be required by Mindtree, for the purpose of completing the joining formalities:

- a) 10th, 12th and graduation (all semesters) mark sheets originals;
- b) Degree completion/provisional certificate original;
- c) Pan card original;
- d) Aadhaar card original; and
- e) Voter ID / Driving license original.

Mindtree reserves the right to ask for and verify additional document/s over and above the aforementioned list for your onboarding purpose and you undertake to provide the same to Mindtree.

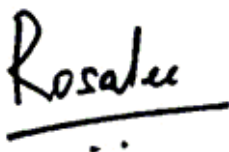
If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 5 days from the date of receipt of this mail and offer document.

If you have any questions or need any clarification, please do not hesitate to contact us at campus.offers@mindtree.com.

We wish you a long and successful career with Mindtree.

We look forward to working with you soon.

Thank you,
For Mindtree Limited



Rosalee M Kombial
Vice President-People Function




Pooja S Phatinge (Feb 22, 2022 13:40 GMT+5.5)

Enclosed: Annexure to your offer of employment

Acceptance of the Offer

I, **Pooja Phatinge**, agree to accept the employment on the terms and conditions mentioned in this Offer of Employment and the annexure.

Your Signature	 <small>Pooja S Phatinge (Feb 22, 2022 13:40 GMT+5.5)</small>
Your Name in Capital letters	POOJA PHATINGE

Annexure 1

Compensation stack during the Orchard Learning Program (from the date of joining till the date of confirmation)

Name : Pooja Phatinge

Salary Grade : C1

Designation : ENGINEER

Stipend : INR 26,000 per month.

Payment will be after deduction of below amount from the monthly stipend:

- Premium for Insurance during your learning program will be **INR 550 per month**.
- Applicable taxes like Professional tax and Income tax, prevailing at the time of pay out.

You will be covered for Insurance benefits as prevailing at the time of joining and the coverage for **2022 - 2023** is as follows

- Group Medical Coverage (GMC) for you and your family. The standard coverage under GMC is INR 600,000 per annum per family. Family means your spouse and children (up to 2 children). Parents/Parents-in-law or siblings or any other relationships are not covered.
- Group Term Life (GTL) coverage for you and is up to INR 2,500,000.
- Group Personal Accident (GPA) coverage for you and is up to INR 1,500,000.

More details will be provided at the time of joining.

Annexure 2

Compensation stack effective from date of confirmation

Name : Pooja Phatinge

Salary Grade : C1

Designation : ENGINEER

Detailed break up of your CTC components is given below (all figures are in INR and per annum)

COMPONENTS	AMOUNT (in INR/annum)
Basic	180,000
HRA	89,916
Provident Fund	21,600
Gratuity	8,640
Insurance Benefits*	6,600
Allowance in Lieu of Reimbursement	45,252
Annual Gross	352,008
Bonus / Variable Compensation**	48,000
Annual Cost to Company	400,008

* The Insurance coverage provided to you at the time of joining will continue on your confirmation, as per the prevailing insurance policies at the time of your confirmation. The premium for standard coverage is part of your CTC.



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Additionally, you will be provided with the following options for enhancing your coverage under GMC.

- You will be given an option to increase the coverage from INR 600,000. Top up options with additional / higher insurance coverage are available as per policy.
- If you opt for this, the additional premium for the increased coverage will be deducted from your salary on a pro-rated basis.
- You will be given an option to cover your Parents or Parents-in-law. If you opt for this, the additional premium for the parental coverage will be deducted from your salary.

More details on these options will be provided to you at the time of your confirmation.

**The bonus component per annum is 12% of CTC. The payout will be governed by the Bonus plan applicable for the respective year. More details of the plan will be available on joining. The actual amount payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.

The structure of CTC shown above is indicative and by the time of your confirmation, there could be changes in the structure arising out of changes in the Income tax rules or Insurance or organization wide compensation philosophy changes. However, the CTC amount will be protected i.e., will remain the same.



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Annexure - 3

Terms and conditions of the Offer of Training and Employment

1. All employees of Mindtree are referred to as Mindtree Minds. Mindtree Minds who join us from campuses are referred to as Campus Minds of the particular batch of joining for convenience and identification.

2. The term, "the Company" refers to Mindtree Limited.

3. This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time and shall have to be read along with the rules, regulations and policies of the Company.

4. You are also bound by the terms relating to Non - Disclosure, Intellectual Property Assignment, Non-Solicitation, Confidentiality, Non-Compete agreement annexed hereto at Annexure 3, and Mindtree Code of Conduct. **You are requested to go through the documents carefully and understand the terms thereof before sending your acceptance.**

5. You are requested to contact the People Function team (HR team at Mindtree) for any clarifications on policies/rules/regulations, which are applicable to you. **Salary details are personal to you and you are expected to keep them confidential.** We expect you to keep the salary details confidential at all times.

6. Orchard Learning Program

6.1 On joining, you will be part of our Orchard Learning Program. The Orchard Learning Program will consist of new age methods that enable you with real world problem solving capabilities.

6.2 Orchard Learning Program spans for about 90 calendar days. However, the duration could be shortened or extended based on the business requirements and an individual's readiness for working on projects as determined by Mindtree.

6.3 The Orchard Learning Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Mindtree. You are required to ensure your 100% availability and undivided attention during the tenure of the program.

6.4 You will be continuously assessed and given feedback by experts throughout the learning program. You will be provided opportunities to demonstrate the acquired capabilities on skills such as communication, design, programming, problem solving, presentation and professionalism on engineering, business and social projects. You must clear a set of mandatory capabilities, as the qualifying criteria, for successful completion of Orchard Learning Program. The details of qualifying criteria will be communicated to you upon your joining.



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Your continued employment with Mindtree is subject to your meeting the qualifying criteria during and at the end of the Orchard Learning Program. If you meet the qualifying criteria for successful completion of the Orchard Learning Program, your employment with Mindtree will be confirmed through a written intimation shall be sent to you. If you do not meet the qualifying criteria, you will be asked to leave the services with no further assurances, risk or liability of Mindtree. Unless otherwise confirmed in writing, you will be deemed to be under the Orchard Learning Program.

7. Confirmation of employment

7.1 Upon confirmation, your designation will be "ENGINEER" and in the salary grade of C1 will continue. The date of confirmation is reckoned as the start date of service for all practical purposes, including statutory requirements. Date of confirmation is the start date used for provident fund, gratuity, tenure calculation for performance management cycle, increments, progression, vacation or leaves as per general policy, loans and other benefits etc.

7.2 All confirmations will be aligned to the 16th of the same month or 1st day of the succeeding month post successful completion of the Orchard Learning Program. For e.g. if you successfully complete the Orchard Learning Program any day between 1st to 15th during the month of September 2021, the date of confirmation will be 16-Sept-2021 or if you successfully complete the Orchard Learning Program any day between 16th to 30th of September 2021, the date of confirmation will be 01-Oct-2021.

7.3 The duration between the successful completion of the Orchard Learning Program and the date of confirmation is considered as part of the Orchard Learning Program.

7.4 On confirmation, your work location will be decided based on the business requirements. You are expected to report at your work location as advised.

7.5 Your joining may be revoked or your confirmation will be withheld, if any of the required joining formalities, for e.g., submission of all marks cards, degree certificates, etc., are not complied with.

7.6 Determination of adequacy and authenticity of the proofs submitted will be at the sole discretion of the Company.

8. Background check & references

We would be conducting a background and reference check prior to or after your expected date of joining to validate your identity and the address provided by you and to conduct any criminal checks.

Your employment with us and your continuation in service is contingent upon (i) our obtaining a satisfactory report on the background check conducted by our approved agency relating to details provided in your application etc. and (ii) your eligibility to work for the Company such as no non-compete restrictions.



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If any of the information provided by you is found to be inaccurate now or later, or if you suppress any material information, Mindtree at its sole discretion can take necessary action including but not limited to termination of employment with or without notice or compensation. In certain client projects, our clients may request additional checks, which you shall comply with.

In securing this offer, you have represented that you have certain educational qualifications. Hence, we understand that you shall provide proofs of such qualifications as applicable which we find satisfactory when asked by us or our background check agencies.

In the event of non-cooperation with the background check process, including but not limited to non-submission of requested documents and lack of response to calls and/or mails, Mindtree may, at its sole discretion, choose to terminate the employment contract between Mindtree and you with or without notice or compensation.

9. Compensation and benefits

9.1 During the Orchard learning program, you will be paid a stipend of **INR 26,000** per month. Please refer Annexure 1 for details. On successful completion of the Orchard learning program, your employment with Mindtree stands confirmed. On confirmation, your total compensation would be **INR 400,008.00** per annum Please refer to Annexure 2 for details. All payouts are aligned to salary payout, which is the last working day of the month, unless otherwise mentioned. Any payment will be after deduction of applicable taxes prevailing at the time of payout.

9.2 You will be covered under insurance from the date of joining, as detailed in Annexure 1.

9.3 If applicable, you will be eligible for relocation benefits for the relocation from a Mindtree campus/facility to your work location, as per the existing relocation policies for Campus Minds.

9.4 The performance management and career progression will be as per the existing policies.

9.5 You will not be eligible for any loans or advances during the Orchard Learning Program. You will be required to be on the rolls of the Company and not serving the notice period, for you to be eligible for sanction of loans and salary advance, payment of year-end payout component of bonus (if applicable), compensation revisions, promotions etc. You will have to refund any amounts received by you when you are not entitled for the same.

9.6 Duration of unpaid vacations will not be considered while the Company is computing the tenure for benefits like gratuity, compensation revisions, promotions etc. which have a tenure eligibility component, amongst other criteria.



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10. Vacation and leave

10.1 No leaves are allowed during the Orchard Learning Program except the statutory holidays and other Mindtree official holidays applicable to the Orchard Learning Program candidates in general.

10.2 Any absence during the Orchard Learning Program due to any grave personal emergency will be dealt on a case to case basis and will be considered as loss of pay and deducted from your stipend on pro-rata basis. Recovery of the amount towards loss of pay during the Orchard Learning Program may happen either during the Orchard Learning Program itself or the first month of confirmation or final settlement on cessation of employment, as the case may be.

10.3 On confirmation, you will be eligible for leaves as per the general leave policy as in force in the Company from time to time.

11. Termination of employment

11.1 During Orchard Learning Program

a) Termination for cause

Your employment with Mindtree will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances which you agree are reasonable and acceptable:

- Failing to meet the qualification criteria during the Orchard Learning Program assessment
- Unauthorized absence during the Orchard Learning Program
- Non-compliance to Mindtree integrity policy and other disciplinary expectations.

Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the learning sessions without valid reasons, being absent for assessments without prior permission, becoming insolvent, absconding etc. This list is only indicative and not comprehensive.

If Mindtree terminates your employment, for reasons other than your performance (meeting the qualifying criteria during and at the end of the Orchard Learning Program) and disciplinary grounds, you will be terminated from employment with immediate effect and return Mindtree assets immediately.

b) Termination for convenience

If you wish to terminate your employment during the Orchard Learning Program, you will be required to notify your resignation in writing. On acceptance of your resignation, you will be intimated about your relieving date and you are expected to comply with all separation procedures and return of the Mindtree assets, within two working days.



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11.2. After confirmation

a) Termination for cause

Mindtree may terminate your employment, with immediate effect, without any notice or salary or compensation in lieu of notice, on disciplinary grounds, which may include any act of integrity violations. Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the office without valid reasons, becoming insolvent, absconding etc. This list is only indicative and not comprehensive. In event of termination due to such reasons, you agree that notice requirements shall not apply. In case of your unauthorized absence, without intimation or permission or prior sanction of leave, or being absent beyond the period of leave originally granted or subsequently extended, for a period of 10 working days or more, it shall be considered that you are no longer interested in continuing employment with the Company, in such a case, it shall be deemed that you have abandoned your services. In such an event, the management shall terminate your services without any notice or salary or compensation in lieu of notice.

b) Termination for convenience

1. If you wish to terminate your employment, you will be required to give an advance notice of **three (3) months**, in writing to the company. If at your request, Mindtree agrees to relieve you before serving the full notice period, you will be liable to pay to Mindtree, the salary for the balance notice period along with other amount payable by you to Mindtree. Both Mindtree and you agree that this amount is fair and legally enforceable in the event of any default from your side. Mindtree, at its sole discretion, may provide waiver on the notice period. If there is any failure to comply with the separation procedures within a reasonable time frame, then it will be handled as Termination on disciplinary grounds. If Mindtree terminates your employment, for reasons other than disciplinary grounds, you will be given an advance notice of three months, in writing.

2. If Mindtree decides to relieve you before the completion of the notice period, the salary for the balance notice period would be paid to you after adjusting the amounts payable by you to Mindtree.

3. Salary for the purpose of notice period means the two components of Basic & Flexible Expenditure Plan (FEP), in your compensation at the time of termination of your employment.



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11.3 Common guidelines to be complied with, on termination for any reason, and at any time of your employment

- a) On termination of your employment for any reason, you shall comply Mindtree's separation procedures, sign all required documents and return all Mindtree assets with you. Mindtree will not be bound to pay the final dues, if any, till you have completed all the separation procedures and returned all the payments that Mindtree may have due from you under any loans, liens, or borrowings you may have made.
- b) If there is any failure to comply with the separation procedures within a reasonable time frame, then it may be handled as termination on disciplinary grounds based on assessment of the circumstances.
- c) Mindtree, at its sole discretion, may extend the time frame of notice period for compliance.

12. Nature of employment

12.1 The offer of appointment has been made on the basis that the declaration made by you during the selection process and subsequently at the time of joining are complete and correct. If it is found that you have concealed any information which have material bearing on your employment or you have made any wrong declaration, your employment may be termination without any notice, salary or payment in lieu of notice. **The Company reserves right to have your background check either directly or through an outside agency and by accepting the terms of appointment, your consent for the same is deemed to have been given.**

12.2 **The employment at Mindtree is exclusive and you shall devote your full time for discharging the roles and responsibilities entrusted to you. You shall not take up any employment part-time or full time for consideration or on honorary basis without the prior written consent of Mindtree either during Orchard Learning Program or after your confirmation.**

13. Other Agreements

You may be required to sign necessary agreements with Mindtree and its clients as required and complete various formalities as per those agreements at the time of joining and during the tenure with the Company. You may also be required to sign other agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.



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14. Transfer

14.1 You could be transferred to any of other offices/branches/subsidiaries/affiliates, either domestic or abroad, should the need arise. You will abide by the Company's rules, regulations and policies, as may be in effect from time to time with respect to your function, grade or location where you work in.

14.2 On confirmation of your employment through the successful completion of the Orchard Learning Program, relocation from a Mindtree training center in Bangalore to the work location as determined by Mindtree, will be as per the existing relocation policy for Campus Minds.

15. Retirement and retirement benefits

15.1 Subject to your confirmation after the completion of training at Mindtree training center in Bangalore, your service in the Company is valid till the date of retirement (last day of the month of your sixtieth birthday). For this purpose the date of birth as declared in the application form for selection, will be treated as final.

15.2 Retirement benefits, i.e. Provident Fund and Gratuity, are effective from the date of confirmation.

15.3 Compliance will be as per the prevailing statutory requirements at any point of your employment with Mindtree.

16. Intellectual property

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the Company or an intellectual property in course of your training or work, such developments will be fully communicated to the Company and the Company will have the full ownership sole right/property of the same. You hereby assign all intellectual property rights and moral rights to Mindtree.



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17. Mindtree's Code of Conduct and Policies

17.1 Mindtree has a 'Code of Conduct' that is applicable for all Mindtree Minds undergoing training. The Code of Conduct also applies to your tenure with Mindtree after the completion of the training at Mindtree and your employment at Mindtree while at Mindtree location or at a Mindtree customer location.

17.2 You will be requested to sign your acceptance and adhere to these terms upon joining.

17.3 Any subsequent updates of the Policies and Code of Conduct shall automatically apply to your employment with Mindtree. You are required to keep yourself updated at all times of these Policies and Code of Conduct.

18. Tax implication

You are solely responsible for declarations and implications arising thereof for all personal income tax purposes.

19. Reimbursement of travel expense for joining Mindtree

Expenses incurred by you for joining Mindtree will be borne by you and will not be reimbursed by Mindtree.

20. Personal Safety and conduct

You understand that during your training and employment with Mindtree, you shall be responsible for your conduct and personal safety. You shall indemnify Mindtree, its directors and employees from any claims, legal or financial arising out of your own actions or omissions or indulging in activities that endanger your personal safety and release Mindtree of all liabilities to you or your family arising from your acts or omissions.

End of Annexure 3



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Mindtree

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Code of Conduct

Summary:

Mindtree Minds are expected to follow a professional code of conduct and work ethics. The intent of this document is to lay the ground rules for professional and disciplined behavior in the office premises and/or at client locations. Mindtree cannot anticipate all situations that may arise during your employment. When in doubt about an appropriate course of conduct, please contact your supervisor or a People Function representative.

Your employment with Mindtree is subject to your acceptance of this Code of Conduct Procedure. All Mindtree Minds are required to read, understand and sign the Code of Conduct procedures when they are hired.

Objective:

To define guidelines on the professional code of conduct and work ethics in the office premises and/or at client locations.

Eligibility/Applicability:

All Mindtree Minds, Mindtree's clients, vendors, partners etc.

Code of Conduct :

The policy details various scenarios under which Code of Conduct is monitored.

1) Personal Interest v/s Mindtree's interest

In day-to-day work scenarios, you could face situations where a possible course of action would advance your personal interests at the expense of the company. In such situations, you are expected to put the best interests of the company first. When in doubt, please check with People Function and/or your Manager.

2) Use of proprietary or confidential information of third party

You should not disclose to Mindtree, bring onto Mindtree's premises or induce Mindtree to use any confidential information that belongs to anyone other than Mindtree or yourself. You are instructed neither to make use of any confidential or proprietary information of a third party in the course of performing your job duties or services, nor include or incorporate any such information with or into any product or work that you create, design, or develop for or on behalf of Mindtree in the course of performing your duties or services unless you have the prior written consent of Mindtree. Reference to 'Mindtree' above includes Mindtree's clients, vendors and partners as well.

3) Office for Profit

Without the consent of Mindtree, you are prohibited from initiating or accepting any work as an Employee, consultant, adviser or as a member of board of directors of any other company. If you wish to seek approval for such outside work, please contact your People Function representative.



4) Vendor relationship

In your capacity as a Mindtree Mind or Consultant, neither you in the capacity of employee nor any of your immediate family members can be a vendor of Mindtree. You shall not accept advice, service, or gifts or presents in kind or cash from a vendor of Mindtree with a value greater than \$25. If you receive any gifts from a vendor with a value greater than \$25, or if a vendor engages in a pattern of offering you small gifts, please inform your reporting manager or ask People Function for guidance.

5) Using Mindtree's time and assets

You should not use Mindtree's or its customers' time or any of its assets for performing outside or personal work. In addition, you should not abet, entice, motivate, help, or coerce fellow employees to use such time and assets for outside or personal work that could reasonably be construed to have a detrimental effect on Mindtree.

6) Personal Relationship

Your spouse or any other member in your immediate family may be working with a competitor or vendor of Mindtree. This calls for extra-sensitivity to confidentiality of Mindtree's information as there is a possibility that the closeness in relationship could lead to inadvertently compromising Mindtree's interest. You are requested to be aware of the potential conflicts that might arise and inform the People Function accordingly.

If you are a member of an Enabling function such as People Function, Finance, IS etc you cannot have an immediate family member employed in another function/role in Mindtree, unless it has been explicitly approved by the head of People Function.

7) Equal Opportunity

Mindtree is an equal opportunity employer and makes employment decisions on the basis of merit. The Company seeks to have the best available individual(s) in every position. Mindtree prohibits unlawful discrimination based on race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by federal, state or local laws.

Mindtree is committed to complying with all applicable laws providing equal opportunities to individuals regardless of race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by law. This responsibility applies to all persons involved in the operations of Mindtree and prohibits unlawful discrimination by any Mindtree Mind, including supervisors and coworkers.

Mindtree prohibits taking negative action against any Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation. Any Mindtree Mind who retaliates against another Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

8) Dating/Romantic/Sexual Relationships

Mindtree recognizes that sometimes employees enter into personal relationships in the workplace, and this provision is not intended to prohibit such relationships. However, certain romantic or sexual relationships can interfere with the smooth operation of its business. Some of these relationships can also result in actual or potential disclosure of confidential or sensitive information and can have other detrimental effects. Mindtree reserves the right to determine when a relationship presents a problem in the workplace.



Without limiting its discretion to address problematic relationships or situations, Mindtree offers the following guidelines:

During working time and in working areas, employees must keep personal exchanges limited so that others are not distracted or offended, and so that productivity is maintained. During nonworking time, such as lunches, breaks and before and after work periods, employees may have appropriate personal conversations in non-work areas as long as their conversations and behaviors could not be perceived as offensive or uncomfortable to a reasonable person. Employees are strictly prohibited from engaging in conduct that would be deemed inappropriate by a reasonable person while on company premises, regardless of whether they are working at the time.

Mindtree generally considers employee off-duty conduct as private, as long as the conduct does not create problems within the workplace. Exceptions to this principle, however, involve 1) romantic or sexual relationships between supervisors and subordinates (regardless of the reporting structure) or 2) romantic or sexual relationships between any employee in the People Function or Finance departments and any other employee. Both employees involved in a relationship in either of these categories must immediately disclose to Mindtree the existence of a romantic or sexual relationship. Such required disclosure must be made in writing to People Function. People Function will provide an appropriate form upon request. Failure to make this disclosure may result in disciplinary action up to and including termination of employment. This disclosure will enable Mindtree to determine whether, given the relative positions of the individuals involved, action should be taken.

If Mindtree determines that action must be taken, it may ask one or both of the employees to transfer to another position, location, or project. If a transfer proposed by Mindtree is refused, or if Mindtree determines that the situation cannot be adequately addressed by transfer (or if Mindtree determines that transfer otherwise would not be in the best interests of Mindtree), Mindtree may terminate the employment of one or both employees. Mindtree has the sole discretion to determine whether a problem exists and how to address it. Accordingly, Mindtree is not limited to transfer and discipline/termination as its only options.

9) Personal Behavior

Mindtree expects all Mindtree Minds to be honest and fair in dealing with people, customers, vendors, competitors or others because you are the brand ambassador of Mindtree and your actions help to form others' impressions about Mindtree.

10) Breach of Discipline

As discussed above, Mindtree expects all Mindtree Minds to behave in a professional manner. Listed below are categories of inappropriate conduct that may lead to disciplinary action, up to and including termination of employment from Mindtree (This list is just illustrative and not exhaustive).

"Theft, fraud, forgery, embezzlement, misappropriation; dishonesty, harassment, indecent behavior, sexual advances, suggestive remarks, racial slurs, derogatory remarks/discrimination on - disability, veteran status, national origin, sexual orientation, race, color, religion, political affiliation, sex, or age. The list also includes forwarding/ viewing pornographic material at work or on work computers or other devices, willful insubordination, disobedience, absence without leave, habitually irregular attendance, neglect of work, willful damage of company property, disclosing/divulging trade secrets/confidential information/special processes/methodologies, unfair dealing with parties, false representation/misrepresentation, false recording/reporting of information, drunkenness, riotous behavior, commission of certain criminal offense(s), aiding or abetting any act listed herein, willful breach of law/rule / policy / guideline/procedure, working under the influence of alcohol or illegal drugs, creating/encouraging an offensive work environment, etc."



In the event Mindtree receives information suggesting that you may have engaged in any of the conduct described above, People Function personnel may require you to undergo necessary tests/assessments/inquiry as appropriate. You will be expected to cooperate in any investigation People Function or Mindtree management conducts or directs. Mindtree reserves the right to test Mindtree Minds for drug and alcohol use for cause or when a client requires testing.

11) Usage of Assets

As a Mindtree Mind, you will come in contact with the below mentioned assets as part of your job. You shall not disclose or divulge any of these assets without permission. You also shall not give false information, misinterpret or misquote any of these assets.

Information which can safely be construed as intellectual property or as copyrightable material includes the following -

- Product of ideas and hard work
- Confidential data
- Any business/functional plan
- Personal information
- Design
- Processes and know-how
- Any internal databases
- Patents /application
- Copyrighted material
- Methodologies, Services etc.

You will also ensure that company confidential information is not used for -

- Benefiting a third party,
- Having reciprocal dealings for personal benefits,
- Acquiring pirated, illegal unlicensed software,
- Receiving or giving extensive gifts/presents,
- Following any practices that lead to monopolies or restrict trade,
- Causing any violation of legal or statutory requirements, etc.

Please understand that unintentional disclosure of proprietary information can be just as harmful as intentional disclosure. Hence you are directed not to disclose Mindtree's confidential information to anyone (including fellow employees, if you are unsure of whether to divulge or not) unless otherwise required or permitted by law or directed by Mindtree management.



Mindtree

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12) Workplace Etiquettes

Workplace etiquette and housekeeping of personal space is a discipline. You must keep your desk space area clean at all times and should put away any papers, books, files, stationery, etc. when you close work for the day. You must ensure that you maintain minimum noise levels at all times so as not to disturb others. Please be conscious of Mindtree's Green council policy while using company / customer provided resources like printers, stationery, etc.

All Mindtree facilities/ campuses are designated as non-smoking zones. If you wish to smoke at work, please make use of designated smoking areas only.

It is imperative to safeguard the assets (computers, telephones, LCD, etc.) of the company from dishonest, illegal or willfully negligent acts. It is a serious violation to remove any assets from the company or use for personal benefit.

13) Information Disclosure

As a Mindtree Mind, you are expected to maintain the confidentiality of Mindtree's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. If in doubt about whether a document or other information should be considered confidential, please contact your supervisor or People Function representative.

Mindtree Minds should not speak to the media on Mindtree's behalf without contacting company spokesperson/public relations personnel. All media inquiries should be directed to them.

You must be aware that Mindtree subscribes to the provisions and guidelines of security controls as defined under ISO 27001 in the current form and with any subsequent changes. In Mindtree, you are expected to adhere to the defined compliance under the security policy. Any breach of information security controls may result in disciplinary action up to and including termination of employment.

14) Information privacy

For privacy related rights please refer to the Data Privacy Policy available in People hub and <https://www.mindtree.com>.

Agreed and Accepted

Signature : 
Pooja S Phatinge (Feb 22, 2022 13:40 GMT+5.5)

Name : Pooja S Phatinge

Date : Feb 22, 2022

Mindtree Offer Letter

Final Audit Report


2022-02-22

Created:	2022-02-20
By:	Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASSyWC3YVDgicY_IHD6wa6i4VvCR2bioJ

"Mindtree Offer Letter" History

 Document created by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)

2022-02-20 - 1:21:31 PM GMT- IP address: 20.44.36.220

 Waiting for Signature by Pooja S Phatinge (poojafatinge843@gmail.com)

2022-02-20 - 1:21:36 PM GMT

 Document e-signed by Pooja S Phatinge (poojafatinge843@gmail.com)

E-signature hosted by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)

Signature Date: 2022-02-22 - 8:10:55 AM GMT - Time Source: server- IP address: 106.196.29.246

 Agreement completed.

2022-02-22 - 8:10:55 AM GMT

Pooja Phatinge
+91 90362 26047

23rd March 2022

Dear **Ms. Pooja Phatinge**,

This letter has reference to your candidature for a suitable position and, our subsequent discussions. We are pleased to make you an **Internship Cum Placement** at Anora Instrumentation Pvt. Ltd (AIPL) and that you can start with your Internship from **April 4th 2022** for a period of **8 weeks**. Your internship/work location would be Chennai, India.

You will be required to undergo an in-house internship activity for a period of about 6 weeks during which there would be module wise evaluation. These evaluations will be the criteria for absorption into the company, the compensation that you would be entitled and the business Unit of the company into which you will be placed.

Company Policies

As a condition, all AIPL Interns/Employees are expected to abide by Anora rules, regulations, policies and procedures, as provided in Anora Company Employee Handbook. You will be given a copy of this Handbook upon the day of commencement of your internship with AIPL.

You will not be eligible for any leaves during this internship period except for any emergency situations. Working hours would be 9.00AM to 6.00PM, six days a week.

Verification of Qualifications

This offer is subject to verification of your educational qualifications.

Compensation and Benefits:

You will be paid a stipend of Rs10,000/- Per month during the regular internship period as per the policy of the company. On successful completion of your internship and evaluation process, you will be absorbed into the company with Annual salary with CTC anywhere in the range of ₹4,00,000 to ₹4,50,000 per annum which includes the base salary, allowances and the annual components. See the attached spreadsheet annexure showing the breakdown of compensation for the ranges.

Anora Instrumentation Private Limited

CIN: U29309TN2021FTC141646

www.anoralabs.com

e-mail: hr@anoralabs.com

Internship/Employment. Notice Period & Termination

You will be required to deposit your original certificates & Mark-sheets with the company at the time of joining and will be required to sign a bond for guaranteed work service with the company for a period of Three years with Bond Value being Four Lakh Rupees. The Employment Agreement document is attached herewith as a PDF for your reference.

You will go through a continuous evaluation process during this period before being eligible for absorption into Company Employment. If you are not successful in the internship or do not meet the minimum required evaluation criteria, you will not be absorbed into the company and will have to forfeit the employment chance into the company.

On Successful completion of the internship and absorption into the company, you will be placed with appropriate compensation decided by the evaluation during the internship period. You will be eligible for all employee benefits at this juncture including leave benefits.

Notwithstanding the above, AIPL reserves the right to terminate your services without notice on disciplinary grounds or for serious misconduct outlined in the employee handbook

Government Laws

This agreement shall be governed and construed in accordance with the judicial jurisdiction of Tamilnadu, in Chennai, India. If this offer meets with your approval, please sign, and return the enclosed acceptance sheet on your date of joining

We anticipate that the internship will commence from April 4th 2022 which will be the joining date for all Interns.

Additional Conditions

By signing this letter, you confirm the following to Anora Instrumentation Pvt. Ltd:

- 1) You have no contractual commitments or other legal obligations that would prohibit you from performing your duties to Anora Instrumentation Pvt. Ltd. during the internship period and post your absorption into the company as an employee.
- 2) You will not drop off during the Internship period, citing any reason and if you still do so, you will be bound by the agreement that you have signed, and the company will start legal proceedings against you.

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- 3) You will not be attending other campus placements or should not be applying for other employment during your internship & employment period.

This letter supersedes all previous communications, representations, understandings and agreements, either oral or written between you and AIPL or any official or representative thereof.

Confidentiality and Non-Solicitation:

As a condition you are required to sign a Confidentiality and Non-Solicitation Agreement. The Confidentiality and Non-Solicitation Agreement will be given to you upon the commencement of your internship.

Intellectual Property:

As a condition of employment, all employees are required to sign and comply with an Intellectual Property Assignment Agreement, which, among other things, assigns all inventions and other intellectual property developed, conceived, or reduced to practice in the scope of employment. You will be given the Intellectual Property Assignment Agreement upon commencement of your employment.

Protection of Interest:

If you conceive of / invent / discover / improve on any new or advanced or current methods of improving processes or formulae or systems concerning the operation of the Company or its affiliates or customers, such developments, discoveries or inventions shall be fully communicated to the Company and will be and remain the sole right / propriety of the Company.

Please sign the duplicate of this letter in acceptance of the offer and return it us for our records, confirming the date of joining.

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We once again welcome you to “**AIPL**” family and wish you a very successful career and fruitful association with us.

Yours truly,

HR

Anora Instrumentation Private Limited

I, Pooja Phatinge, have read, understood and agree the above terms and conditions of the offer and accept the position of. I have joined duty on April 4th 2022 with Anora Instrumentation Private Limited as outlined in this offer letter.

Date:

[Signature]

Anora Instrumentation Private Limited

CIN: U29309TN2021FTC141646

www.anoralabs.com

e-mail: hr@anoralabs.com

Annexure – Post absorption (Lower Range)

I	Compensation details	Amount in INR
	Fixed Compensation (FC)	
	Basic + VDA	210,000
	HRA	42,000
	Other Allowances ^ψ	16,042
	Flexible Benefit Plan (FBP) ^ψ	32,493
	Total FC	300,535
In addition, you will also be entitled to the following		
II	Variable Compensation	
	CCA ^Φ	64,169
		364,704
III	Benefits	
	a. Employer PF	25,200
	b. Gratuity	10,096
	Total Annual Comp/Base Pay (I + II + III)	400,000

Post absorption (Upper Range)

I	Compensation details	Amount in INR
	Fixed Compensation (FC)	
	Basic + VDA	210,000
	HRA	42,000
	Other Allowances ^ψ	26,042
	Flexible Benefit Plan (FBP) ^ψ	32,493
	Total FC	310,535
In addition, you will also be entitled to the following		
II	Variable Compensation	
	CCA ^Φ	104,169
		414,704
III	Benefits	
	a. Employer PF	25,200
	b. Gratuity	10,096
	Total Annual Comp/Base Pay (I + II + III)	450,000

The salary and benefits will be as per policy guidelines applicable to this category, Subject to prevailing Income Tax rules and applicable statutory regulations.

The Salary structure, components, mode of payment and related practices will be subject to change as per business requirements and legal regulations governing the salary / benefits.

Anora Instrumentation Private Limited

CIN: U29309TN2021FTC141646

www.anoralabs.com

e-mail: hr@anoralabs.com

[Submit & Print](#)

APPOINTMENT LETTER

March 30, 2022

Dear Pooja Phatinge,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required

under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: polycycleclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to polycycleclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Pooja Phatinge, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Pooja Phatinge

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- b. Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is

performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- you being "active" in the services of the company through to retention date as applicable
- your employment has not been terminated for poor performance or for cause prior to retention date
- you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2,

A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium,10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. **Annual Health check:** Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit:** Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program:**

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☐ Accept ☐ Decline

☐ **Signature**

(checking the checkbox above is equivalent to a handwritten signature)

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