

Private & Confidential

November 21, 2023

Mr/Ms.Shashidhar Gurav

S/O: Shivanand, Borgal, Belagavi, Karnataka -
591236
Belagavi, 591236

Dear **Mr/Ms. Shashidhar Gurav,**

Congratulations! We are delighted to offer you employment with Tata Technologies as a Skilled Engineer - GET with Annual Total Cost to Company of **INR 4,69,672 (Rupees Four Lakhs Sixty Nine Thousand Six Hundred and Seventy Two Only)**. Our aim is to provide you with a challenging and fulfilling experience to deliver your full potential and achieve your personal goals.

Please join us on December 04, 2023 @ 0800 Hrs and report to:

Onboarding Team or Shweta Sawant

25, Rajiv Gandhi IT Park Hinjewadi Phase - 1 Pune - 411057

Please go through the following enclosed documents comprehensively.

- | | | |
|---|------------------------------------|--------------|
| 1 | Terms and Conditions of Employment | - Annexure A |
| 2 | Compensation Break-up | - Annexure B |
| 3 | Summary of Benefits | - Annexure C |

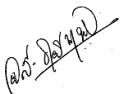
Please read all these documents carefully and follow the instructions meticulously. In case you require any clarifications, please contact -

Onboarding Team - Tatatechnologies.Onboarding@tatatechnologies.com

For any queries related to your offer / onboarding process please write to Shweta Sawant on shweta.sawant@tatatechnologies.com

Welcome to Tata Technologies. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

With Warm Regards,



Rambabu Srinivas

Sr. VP and Global - TA and RMG

Annexure "A"

Terms and Conditions of Employment

FOR:

Mr/Ms. Shashidhar Gurav

S/O: Shivanand, Borgal, Belagavi,

Karnataka - 591236

Belagavi,591236

In pursuance to our discussions with you on offering you a position with Tata Technologies, we are pleased to present you our appointment letter based on the following terms and conditions.

1. Designation & Work location

You will be designated as "**Skilled Engineer - GET**" based at **PUNE**. Please note however, that the company reserves right to later transfer its employees to any other department or location, based on organizational needs.

However please note that the company reserves the right to transfer its employees to any unit(s)/ department(s) or office(s) of the company or of its Affiliates and /or the office of the Company's Customer ("Work Location"), other than the one an employee was initially hired to work for.

2. Training & Confirmation

Your training period shall be of one year and shall comprise both "Classroom" and "On the Job" training content. Your performance on the training program will be assessed both during and at the end of the program. Successful completion of the training program is mandatory for your confirmation and continuation of the employment.

Our training location for the Classroom training (Six Weeks Approximately) is centralized at Pune, irrespective of the final work location to which you are assigned.

3. Remuneration

Your Annual Total Cost to Company shall be **INR 4,69,672 (Rupees Four Lakhs Sixty Nine Thousand Six Hundred and Seventy Two Only)**. Thereafter, the company norms and practices will apply. The break-up of your remuneration is attached as Annexure "B".

You will be paid your remuneration 1st day of subsequent month through a bank transfer broken into twelve equal installments or proportionately for a lesser period based on your attendance accruing to you. In case of adverse market conditions, depending upon its impact on Company performance, the

company reserves its rights to modify, reduce and alter your compensation & benefit structure consistent with its overall policy by giving you advance notice of one month.

4. Unauthorized Absence & Alternate Engagement:

Absence for a continuous period of three days without intimation is construed as “Unauthorized Absence”. This is considered as an act of serious misconduct. You shall devote full time to the work of the Company and shall not undertake any direct/indirect business or any other assignment whether honorary or remunerative or accept any reward except with prior written permission of the Company.

Any violation of the above invokes disciplinary action and may lead to termination of employment.

5. Income Tax

All payments received by you from the Company are subject to Income tax deducted at source as per the Income tax rules applicable from time to time. However, the onus to satisfy your Assessing Officer regarding your tax liability shall exclusively lie with you.

6. Benefits

In addition to the above, you will be entitled for various benefits & perquisites enumerated in detail in Annexure C. All retirement benefits like gratuity, provident fund and medical benefits shall form part of your total compensation.

7. Superannuation

You shall retire from the services of the Company on attainment of sixty years of age.

8. PTO / Holidays

You shall be governed by the provisions of Paid Time Off (PTO) policy.

9. Code of Conduct

With the acceptance of this letter, you will undertake to abide by the guidelines of the Tata Code of Conduct (TCOC) and will be required to demonstrate appropriate behavior towards its adherence and cherish the values propagated by the Company.

10. Background Check

The Company reserves its right to engage a professional agency to verify information provided by you in your application or thereafter. If a background check raises doubts on any of the details furnished by you, and the Company feels the need to further validate such facts, the Company may ask you for any

further information and documents as it deems necessary, to substantiate information you have provided earlier.

If the background checks fail to confirm authenticity of any of the above mentioned information, the Company reserves the right to withdraw this employment offer or terminate your services immediately and recover/withhold any sums paid/due to you that was rightly not payable, had the absence of authenticity been known prior to your joining the services of the Company.

11. Data Protection and Privacy

You shall not divulge to anyone, whether a direct competitor or otherwise, by word of mouth or otherwise any particulars or details of our security source code, security arrangements and administrative and / or organizational matters whether confidential, secret or otherwise, which you may acquire during the course of your employment with the Company. You shall also use your best endeavor to prevent the disclosure, communication and publication of any confidential information.

On joining, you will be required to sign the 'Confidential Non-Disclosure Agreement' which shall form part of the appointment letter and terms incorporated herein by reference. The Company reserves the right to initiate legal action against you in case of breach of the Individual Confidential Non-Disclosure Agreement.

You further give your explicit consent that Tata Technologies may transfer any of your personal data to any other company within the Tata Technologies Group of Companies globally, in connection with the conduct of business.

You also give your explicit consent to Tata Technologies disclosing your personal data limited to that required for the purposes of performing your job for clients, potential clients, suppliers, and other third parties that you may have reason to be in contact with in pursuance of your job. It is essential that your personal records are accurate and kept up to date. It is your responsibility to notify the HR department and update the information in Personal Information Tab in [Employee Self Service Portal](#).

12. Conflict of Interest

In the event of your decision to sever the relationship with the Company, you shall ensure that your new assignment does not conflict directly or indirectly with the interest of the Company and/or customers with whom you were engaged during the employment with the Company.

13. Medical Fitness

Your appointment and continuance of your employment with the Company is subject to you being physically fit to carry out the jobs assigned by the Company. We presume that the validity of answers you gave in our "Candidate Self Declaration" under Application Form still prevail. If this presumption is incorrect, on account of any medical condition that developed subsequently, you are obligated to declare this before joining. You undertake to inform your Reporting Manager & HR Manager immediately if any serious medical conditions arise whilst in service.

Any concealment of correct & up-to-date information will be treated as a breach of trust and invoke disciplinary action and possible dismissal from services.

14. Separation

Your appointment is subject to termination with three months' notice by you or by the Company. You should be fully available for company work during the notice period.

Absence of notice period of three months or part thereof, invokes a payment of three months' basic salary or part thereof by you to the Company or by the Company to you, as the case may be, in lieu of the notice period. However, accepting a notice period less than three months is entirely at the Company's discretion. The Company is not under any compulsion to accept an employee's offer to surrender the basic salary in lieu of notice period or part thereof.

Notwithstanding what has been mentioned above, the Company may also terminate your appointment with immediate effect and without notice period, if you are found guilty of serious misconduct.

15. General

This appointment letter shall supersede all other terms and conditions, agreements, service conditions, practices, usages & customs in the past whether expressed or implied. If the terms and conditions are acceptable to you, we ask you to kindly accept the copy of this appointment letter within 3 days to the Company. In case we do not receive a formal acceptance within above mentioned period, this appointment letter will be treated as cancelled unless your joining date is extended in writing by the Company.

This offer is subject to clearing the background verification process and submission of pre-employment documentation as requested by Tata Technologies Ltd. within 7 days of issuance of the offer. In case of any non-compliance in submission of documents and discrepancy found as a result of Background Verification, the company retains the right to revoke the offer issued.

You will be governed by existing and newly introduced policies as amended from time to time.

By joining the company, it is presumed that you have accepted all terms and conditions of this appointment letter.

While welcoming you in the family of Tata Technologies, we hope you would excel in your endeavors and add value to yourself and the Company.

Welcome onboard.

Yours faithfully,



Vibhanshu Agnihotri

Global Head-Performance and Rewards

"I have read the appointment letter and accept the terms and conditions set out and shall abide by the same. I will join the Organization effective: **December 04, 2023**."



I further agree that by accepting this offer in person or digitally over email, I have carefully considered and obtained appropriate counsel, wherever necessary on the nature and extent of the restrictions, rights and remedies conferred upon the Company under this appointment letter and hereby acknowledge and agree that the covenants contained in this agreement are supported by good and valuable consideration, are reasonable in time and are reasonably necessary to protect the legitimate business interests of the Company.

TATA TECHNOLOGIES

Tata Technologies Limited

Registered Office 25 Rajiv Gandhi Infotech Park Hinjewadi Pune 411057 India
Tel +91 20 6652 9090 Fax +91 20 6652 9035 web www.tatatechnologies.com

Annexure B

Compensation Component

Name	Shashidhar Gurav	
Location	PUNE	
Grade	L1.1	
COMPONENT		Annual
Consolidated salary (Basic Salary)		1,68,000
House Rent Allowance (HRA)		67,200
Bonus		24,000
Flexible Benefit Plan*		1,35,919
Retirals		
Superannuation Allowance / Pension Scheme***		25,200
Provident Fund (Employer)		21,600
Gratuity		8,081
Total Fixed Compensation		4,50,000
Cost to Company (CTC)		4,50,000
Insurance Premium paid by company (Notional)		
Group Medical		17,378
Group Personal Accident, Group Term Life and EDLI		2,294
Total Cost to Company (TCTC)		4,69,672

Note:

***Flexible Benefit Plan**

Please refer FBP Policy guidelines on India HR Policy Portal for details on limits under each component.

- Leave Travel Assistance
- Children Education Allowance
- Children Hostel Allowance
- Telephone Bills Reimbursement
- Mobile Handset Reimbursement
- National Pension Scheme
- Group Term Life Insurance (Top-up)

(Unallocated FBP Amount will be shown under Special Allowance.)

***Superannuation Allowance / Pension Scheme - Employee will have two options to choose (1) To join Superannuation Pension Scheme. Once you have chosen the option, you will not be allowed to change or (2) To get Superannuation Allowance on monthly payout basis which is subject to tax.

Note: You will be governed by existing and newly introduced policies as amended from time to time.

Annexure C

Summary of Benefits

We are committed to the health and overall well-being of our employees. We constantly strive to improve and bring better benefits for our employees. Here are some of the domain wise benefits that you can avail of to achieve a better work-life environment.

(A) Wellness:

1. Group Medical Insurance Policy

Employees and their dependents are covered with a Medical Insurance policy for Hospitalization. A basic cover is provided at company's cost. However, there is a provision to take additional cover at your cost. There are several other benefits under our medical policy. Please visit our intranet site for complete details.

2. Group Personal Accident Insurance Policy

All our employees are covered under a 24X7 Accident insurance coverage (Premium paid by company).

3. Group Term Life Insurance Policy(including Government mandated EDLI cover)

All our employees are covered under a Term Life Insurance Policy (Premium paid by company) with basic cover. However, there is a provision to opt for top up coverage (Premium to be borne by employee). Additionally, you will also be covered by the EDLI scheme

B) Asset Creation

1. Car Policy

Employees with T/S & L1 grade will be eligible for subsidy on Car loan [Rs. 12000 & Rs15000 per annum].

C) Personal Development:

1. Training

We have an elaborate program to cover employees with class-based training as well as on job training on technical and cognitive needs.

D) Maternity Benefit:

Women employees will be entitled for Maternity Benefit as per Maternity Benefit (Amendment) Act, 2017.

Note: The Management has the right to modify / change / delete any or all of the above benefits without prior notice.

TRAINING AND RETENTION AGREEMENT

This training and retention agreement ("**Agreement**") is made on **November 21, 2023** between Tata Technologies Limited, having its registered office at '**Tata Technologies Ltd, Plot No.25, Rajiv Gandhi Infotech Park, Hinjewadi, Pune, India- 411057, Tel: +91 20 66529299**' (hereinafter called the "**Company**") and **Shashidhar Gurav** residing at **S/O: Shivanand, Borgal, Belagavi, Karnataka - 591236, Belagavi, 591236** (hereinafter called the "**Employee**").

BACKGROUND

- A. As the Employee undertakes to fulfil his/her/their duty as a **Skilled Engineer - GET**, the Company will be providing training in certain new skills in order to equip the Employee to fulfil his/her/their duties that form part of the said role/designation. This is in connection with and/or in addition to the current terms of employment governing the parties as set out in the employment contract signed between the Company and the Employee.
- B. The Company is willing to pay certain costs and bear expenses associated with the Employee's training, as aforementioned, and, in consideration thereof, the Employee agrees to be retained in the employment of the Company, subject to the terms and conditions set forth herein.

NOW THE PARTIES AGREE AS FOLLOW:

- 1. The Employee acknowledges and confirms that they joined the Company on **December 04, 2023** as **Skilled Engineer - GET**, and are governed by the terms of the employment contract dated June 2, 2023 (the "**Employment Contract**").
- 2. The Employee acknowledges that the Company incurs significant cost and expense in order to train the Employee so that they can fulfil their role requirements, performance standards and expectations of the Company.
- 3. In consideration of such costs and expenses incurred by the Company, the Employee agrees that they will remain in active service and employment with the Company for the entire duration of the Term (as defined below).
- 4. Term: This Agreement shall become effective as of the date of its execution and shall continue to be in effect for a period of 2 years from the Employee's date of joining or the date of commencement of the training, whichever is later ("**Term**").
- 5. In the event of resignation or termination or separation from the Company during the Term of this Agreement, Employee shall be liable to pay the below amounts to the Company:

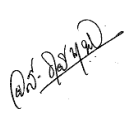
Term	Amount
Separation in the first 12 months	INR 2,00,000/-
Separation between 12 months to 24 months	INR 1,50,000/-

6. Trainee Bonus: Employees who successfully complete the training requirement and remain in active service and employment of the Company for the entire duration of the Term will be entitled to a bonus amount as set out below ("**Trainee Bonus**"):

Term	Amount
Post 1 year of service	INR 50,000/-
Post 2 years of service	INR 50,000/-

It is clarified that the above Trainee Bonus shall stand forfeited in the event the Employee has initiated separation and/or is serving their notice period for separation from the Company anytime during the Term of this Agreement.

7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India, without regard to the provisions on conflict of law. The Parties further agree that exclusive personal and subject matter jurisdiction lies with the courts in Pune, India.
8. Miscellaneous: Except for the terms set out in this Agreement, the terms of the Employment Contract shall continue to be valid in full force and effect. In the event of any conflict or inconsistencies between the terms of the Employment Contract and this Agreement, the terms of this Agreement shall prevail.

For and on behalf of Tata Technologies Limited	Employee Name: Shashidhar Gurav
Sign :	Sign :
With Warm Regards,  Rambabu Srinivas Sr. VP and Global - TA and RMG	PAN : DBMPG6946P Address: S/O: Shivanand, Borgal, Belagavi, Karnataka - 591236, Belagavi, 591236
Date: November 21, 2023	Date: November 21, 2023