Offer : Administration
Ref : TCSL/Rvsd1/EP2023CN2982960/ Hyderabad/2129584
Date : 07-MAR-2024

Ms. Sarita Sharma
P.No. 36
Deshbhusan Nagar Galta Gate
Jaipur, Rajasthan, India
Tel No.: 9929043848

Sub: Letter of Offer and Terms of Employment

Dear Ms. Sarita Sharma,

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer of employment.

This offer is based on your profile, relevant work experience and performance in the selection process. You have been selected for the position of Senior Executive in Grade S2 at TCS - New Delhi. Your gross salary including all benefits will be Rs. 8,00,004/- per annum. Annexure 1 provides a break-up of the compensation package.

Kindly confirm your acceptance of this offer on-line through the option 'Accept Offer letter' and propose your tentative date of joining. If not accepted within 7 days, this offer is liable to lapse at the discretion of TCSL. Please initiate your Background Check and submit required documents online within 5 days of your offer acceptance. Kindly note that your Offer is subject to a positive background check.

On joining and successful completion of joining formalities, you will be issued a Letter of Appointment by TCSL.

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PTI Building 4 Parliament Street New Delhi 110 001 India
Tel 91 11 6650 6555 Fax 91 11 23311735 Website www.tcs.com
Registered Office Nirmal Building 9th Floor Nariman Point Mumbai – 400021

COMPENSATION & BENEFITS

The details of your compensation and benefits are given below:

FIXED COMPENSATION

Basic Salary
Your Basic Salary will be **Rs. 15,000/-** per month.

Bouquet of Benefits (BoB)
Bouquet of Benefits offers you the flexibility to design part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis. The components under Bouquet of Benefits are listed below. The amounts given here for each of the components are as per the pre-defined structure. However, you may want to re-distribute the BoB amount between the components as per your tax plan, once you join the company. To design your Bouquet of Benefits, you may access the link to BoB in the 'Employee Self Service' link on 'Ultimatix', the internal portal of TCSL.

Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance:
Your HRA will be **Rs. 9,000**/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance:
You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card:
You will be eligible for a Food Card. It can be set up to a maximum of **Rs. 3,000/-** per month for tax exemption. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.

4. Communication Allowance:
You will be eligible for Communication Allowance in the form of Communication / Telecom Card. It can be set up to maximum of **Rs. 2,000/-** per month for tax exemption. It should be used to pay only Voice and Internet Data related expenses in your name.

5. Personal Allowance:
You will be eligible for a monthly personal allowance of **Rs**. **24,018/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

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PERFORMANCE PAY

1. Monthly Performance Pay

You will receive a monthly performance pay of **Rs. 4,100/-**. This payout is subject to review basis your own ongoing individual performance.

2. Performance Bonus

Your Performance Bonus will be **Rs. 5,700/-** per month.

This payout will be made after the end of each quarter based on Individual, Unit, Company performance, and your allocation during the quarter. The payment is subject to you being active on the company rolls on the date of announcement of Performance Bonus.

This Performance Pay shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of **Rs. 1,800/-** per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

OTHER BENEFITS

1. Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme (HIS).For the current financial year, you and your dependent will be covered under the 'Gold' health plan.

The entitlements under the 'Gold' plan are as follows:

i) Base Cover

Entitlement – Includes domiciliary expenses up to Rs. 6,000/- per insured person per annum and basic hospitalisation expenses up to Rs. 2,00,000/- per insured person per annum.

Premium – Basic premium for self, spouse and up to three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

ii) Floater Cover

Floater Cover is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalization benefits.

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Entitlement – You and your enrolled dependents will be entitled for Rs.12,00,000/- as a family floater coverage towards hospitalization expenses, over and above the individual basic coverage.

Premium – For Floater Cover, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

The above Health Plan is applicable to you and your dependents for this FY. In the subsequent years, you will have the flexibility to opt for a higher plan from the bouquet of plans offered. The additional premium in case of an upgrade to a higher plan will have to be borne by you.

***Note**: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail.

2. Compensation Benefits under ESI Act / Employees' Compensation Act*:
If you are covered under Employees State Insurance Act (ESI Act), you are entitled to claim the benefits in the event of accidental injury resulting into death or disablement arising out of and in the course of employment, from Employees' State Insurance Corporation.

If you are out of the purview of ESI Act, you will be eligible for compensation benefit in the event of death / disablement arising out of and in the course of employment as per the benefits under the Company's Afterlife Benefit Policy / Personal accident insurance scheme, whichever is applicable. For more details on this, refer TCS India policy - Afterlife Benefits and TCS India policy - Health Insurance after joining the organization.

* inclusion or exclusion of an employee under 'Employee State Insurance Corporation' is as defined as per the ESI Act

3. Maternity Benefits:
Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer to TCS India Policy - Maternity Leave.

4. Professional Memberships:
You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

5. Tata Sons & Consultancy Services Employees' Welfare Trust (TWT):
You will become a member of the TWT, on completion of continuous service of one year from the date of joining TCSL and a nominal annual membership fee of **Rs. 250/-** will be recovered from you. The Trust provides financial assistance by way of grants / loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

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RETIRALS

1. Provident Fund:
You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month towards Provident Fund, as per the provisions of the said Act.

You are required to submit your Universal Account Number (UAN), if any, issued by your previous employer on the Declaration Form (Form 9) so as to link your UAN with TCS PF / Pension account.

2. Employees' Pension Scheme:
Your enrolment under the Employees' Pension Scheme will based on the details you provide under the Declaration Form (Form 9) at the time of joining TCSL.

3. Gratuity:
You will be entitled to gratuity as per the provisions of the Gratuity Act 1972.

Terms of Employment:

1. Relevant Experience:
As per the recommendation of our management review panel, out of your total experience, **9.39** years are being considered to be relevant to the business of our organization.

At the time of Induction, your experience from date of management review by TCS (while in service with current employer) till the date of relieving from your current employment will be added to your total & relevant experience subject to signing of declaration to that effect followed by validation of relevance of your experience during Background Check process.

2. Probation Period:
You will be on probation for 3 Months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment in case your performance, behavior and / or conduct during the probation period is found unsatisfactory.

3. Working Hours:
Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

4. Mobility:
TCSL reserves the right to transfer / utilize your services at any of its offices, work sites, or associated or affiliated companies in India, or outside India, on the terms and conditions as applicable to you at the time of transfer.

5. Increments and Promotions:
Your performance and contribution to the company will be an important consideration

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for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion Policy.

6. Alternative Employment:
As a full-time employee of TCSL, you are not permitted to undertake any other business, assume any public office, honorary or remunerative, without the written permission of TCSL.

7. Confidentiality, Data and Intellectual Property Protection:
As part of the joining formalities, you are required to sign a confidentiality agreement, which aims to protect the intellectual property rights and business information of TCSL and its clients.

The detailed Confidentiality related terms and conditions are set out in Annexure 4.

8. Work in SBWS™ mode:
"TCS' Secure Borderless Workspaces™ (SBWS™) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or connect remotely as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working. It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

9. Overseas Agreement / International Assignment Agreement:
If you are on international assignment, you will be covered by the TCSL International Assignment policy from the date of deputation.

Accordingly, you will be required to sign the applicable Overseas Deputation / International Assignment Agreement(s). In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

10. TATA Code of Conduct:
You are required to sign the TATA Code of Conduct and follow the same in your day to day conduct as an employee of TCSL.

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11. Notice Period:
This contract of employment is terminable by you by giving 90 days' notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

This contract of employment may be terminated by TCSL by giving you 90 days' notice or payment in lieu thereof.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.

12. Retirement:
You will retire from the services of the Company on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

13. Employment in India:
In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with TCSL. Keeping your permit / permission up to date during the course of employment with TCSL and submitting a valid copy of that to TCSL is your responsibility.

14. Medical Certificate of Fitness:
You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL), issued by a registered medical practitioner having a minimum qualification of MBBS, to the Induction coordinator.

15. Background Check:
You are required to initiate your background check (BGC) within 5 days of your offer acceptance. Your background check initiation is complete only when you initiate your BGC online at ww.tcs.com/careers/lateral-hiring and submit all the relevant documents for background check online.

An agency appointed by TCS will check the credentials specified by you in the employment application Form. BGC verification that remain pending beyond 120 calendar days from your date of initiating the BGC online as stated above or from the date of your joining TCS, as the case may be, for failure on your part or on the part of your academic institution/s or your previous employer/s to furnish and/or validate the requisite information that conclusively helps to corroborate the information provided by you in the employment application Form, will lead to concluding the BGC verification process as 'Negative'. Further any kind of suppression of information and facts pertaining to any of your previous employment/s irrespective of the period of such previous employment, will also lead to concluding the BGC verification process as 'Negative'.

Verification of your last employment prior to joining TCS is initiated only post your release from your previous employment. You may be onboarded to TCS during the

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period your BGC is in process, however continuity of your employment in TCS will be subject to a positive clearance of your background check with your immediate previous employer. For more details on BGC documents submission, please refer to Annexure - 2.

16. Joining Documents:
For a convenient joining process, the joining documents as mentioned in Annexure – 2 should be submitted within 5 days of Offer Acceptance, after due verification against originals. For any clarification on the above, please connect with the point of contact for your joining location as mentioned in Annexure - 3.

17. Letter of Appointment:
You will be issued a letter of appointment at the time of your joining post completing joining formalities as per TCSL's policy.

18. Data Privacy:
Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.
In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

19. Terms and Conditions:
The above terms and conditions of employment are specific to your employment in India

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and there can be changes to the said terms and conditions in case of deputation on international assignments during the course of your employment.

20. Rules and Regulations of the Company:
Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

21. Compliance to all clauses:
You will be required to fulfill all the terms and conditions mentioned in this letter of offer. Any failure to fulfill any term and / or condition would entitle TCS in withdrawing this offer letter at its sole discretion.

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Offer Letter Validity

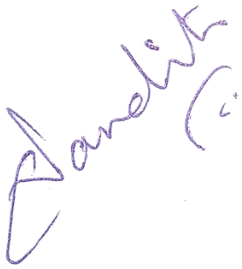
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

If you accept the offer from TCSL and fail to join within 120 days from the date of offer, the offer will stand automatically terminated.

We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited



Click Here or use a QR Code scanner from your mobile to validate the offer letter

Girish V. Nandimath

Global Head, Talent Acquisition & Academic Interface

Encl :
Annexure 1: Benefits Gross Salary Sheet
Annexure 2: Document Submission
Annexure 3: List of TCSL Offices
Annexure 4: Confidentiality, Data and Intellectual Property Protection

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Annexure 1

GROSS SALARY SHEET

Name	Ms. Sarita Sharma		
Designation	Senior Executive		
Grade	S2	**Relevant Experience**	9.39 years

Table 1: Compensation Details: (All Components are in Rs.)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Monthly	15,000	1,80,000
Bouquet Of Benefits #	36,678	4,40,136
2) Performance Pay		
Monthly Performance Pay	4,100	49,200
Performance Bonus *	5,700	68,400
3) City Allowance	1,800	21,600
4) Annual Components/Retirals		
Health Insurance	NA	10,410
Provident fund	1,800	21,600
Gratuity	722	8,658
Total of Annual Components & Retirals	**2,522**	**40,668**
TOTAL GROSS	**65,800**	**8,00,004**

Refer to Table 2 for TCSL defined Structure

In case, you wish not to opt for the BoB, Defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis

Table 2: TCSL defined structure for BoB (All Components in Rs.)

Component Category	Monthly	Annual
House Rent Allowance	9,000	1,08,000
Leave Travel Assistance	1,250	15,000
Food Card	2,000	24,000
Communication Allowance	410	4,920
Personal Allowance	24,018	2,88,216
GROSS BOUQUET OF BENEFITS	**36,678**	**4,40,136**

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Annexure 2

Document Submission

List of BGC and Joining Documents

BGC:

1. **Address Proof** (Ration card/Landline /Telephone bill/Electricity bill/House Lease Agreement).
   - Present and Permanent Address Proof to be attached (If different then provide separate proof).
   - Mobile phone bill not acceptable as Address Proof.
2. **Identify Proof** (Passport/Voter's ID/PAN card/ Driving License/Aadhar Card).
3. **Education**: Highest Degree/Provisional Degree Certificate & Highest Degree Mark sheets for all semesters.
4. **Previous Employment Proof:**
   - Experience Certificate and Relieving Letter from all previous employer(s). It is mandatory that you submit the relieving and experience certificates from your current employer within 30 days of your joining TCSL. Your BGC status will be positive only after successful completion of employment checks including your current employer.
   - Last 3 Salary Certificates.
   - Resignation acceptance letter from current employer.
5. **Documents to explain gaps during Employment/Education:** Medical records for gap due to medical reasons / Affidavit with Notary Authorization for gap due to other personal reasons.

Joining:

1. Birth Certificate
2. Standard Xth and XII the mark sheets / equivalents
3. Degree certificate and mark sheets for all semesters
4. Postgraduate Degree certificate and mark sheets for all semesters
5. Passport / Driving License / Ration Card
6. Experience certificate from previous employers indicating the following:
   - Period of employment
   - Technology areas you have worked on
   - Certificates for any training provided by your previous employers in various technologies
   - Release letter and experience letter from current and all previous employers indicating date of release
7. PAN card
8. Medical certificate of fitness
9. Work permit or any other documentation required to take up permanent employment with TCSL
10. Two passport size photographs
11. Aadhar Card

Please mention your EP Reference number on all the documents and also carry originals of the joining documents for verification. Please take a prior appointment with the Regional Point of contacts mentioned in Annexure - 3.

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Annexure 3

Regional Offices

TCS Careers Serviceline: 1800 209 3111 (Monday to Friday: 8:00 AM to 8:00 PM) | Email: careers@tcs.com		
Ahmedabad TATA Consultancy Services Limited GARIMA PARK,IT/ITES SEZ, PLOT # 41, Gandhinagar – 382007 Tel: 079 - 61705709	**Bangalore** Tata Consultancy Services Limited Brigade Bhuwalka Icon ITPL Road Whitefield, Bangalore Karnataka - 560066 Tel: 080 61396172	**Bhubaneshwar** TATA Consultancy Services Limited IT/ITES Special Economic Zone, Plot 35, Chandaka Industrial Estate, Patia, Chandrasekharpur, Bhubaneshwar 751 024 Tel: 033-66537137
Joining: ahmedabad.onboarding@tcs.com	**Joining:** bangalore.onboarding@tcs.com	**Joining:** kolkata.onboarding@tcs.com
Chennai TATA Consultancy Services Limited A1 Module, 415/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai 600 119 Tel: 044-66162209	**Delhi** TATA Consultancy Services Limited 5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 Tel: 011-66506283	**Hyderabad** TATA Consultancy Services Limited Deccan Park No.1, Software Units Layout, Madhapur, Hyderabad 500 081 Tel: 040-66673510
Joining: chennai.onboarding@tcs.com	**Joining:** delhi.onboarding@tcs.com	**Joining:** hyderabad.onboarding@tcs.com
Kochi TATA Consultancy Services Limited TCS Centre SEZ Unit, Infopark PO, Kochi - 682042,Kerala Tel: 0484-6187117	**Kolkata** TATA Consultancy Services Limited ODC 1-K-1, Gitanjali Park, IT/ITES SEZ, Plot- IIF / 3, Action Area - II, New Town Calcutta - 700156, West Bengal Tel: 033-66537137	**Lucknow** TATA Consultancy Services Limited TCS Awadh Park, Vibhuti Khand, Gomti Nagar Lucknow 226 010 Tel: 0522-6661135
Joining: kochi.onboarding@tcs.com	**Joining:** kolkata.onboarding@tcs.com	**Joining:** delhi.onboarding@tcs.com
Mumbai TATA Consultancy Services Limited Atithi Building, Yantra Park, Pokhran Road No. 2, Subhash Nagar, Thane West 400601 Tel: 022-67782616	**Pune** TATA Consultancy Services Limited Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune 411 057 Tel: 020-67943058	**Thiruvananthapuram** TATA Consultancy Services Limited Peepul Park, Technopark Campus, Kariyavattom P.O. Thiruvananthapuram 695 581 Tel: 0471-6624569
Joining: mumbai.onboarding@tcs.com	**Joining:** pune.onboarding@tcs.com	**Joining:** kochi.onboarding@tcs.com

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Annexure 4

Confidentiality, Data and Intellectual Property Protection

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS) .

c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

d) Customer and prospective customer lists, and

e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with TCS. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate

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shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any “artist’s rights” or “moral rights”, which Associate might otherwise have in such intellectual property rights.

4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS’s business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of Third-Party material

Associate expressly agrees that Associate shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

a) Use any Third-Party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.
b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if Associate has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual

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Property or any portion thereof, to be so created, unless;

i. Associate has expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; AND

ii. TCS has expressly confirmed to the Associate that TCS has proper authorization or license or approval of the respective owner of such Third-Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Associate's participation in such activity.

c) Knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Associate access or is exposed to any such Third-Party IP during such association, Associate shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity.

6. Security policies and Guidelines.

6.1 Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

6.2 Associate acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Associate will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained, acquired or processed by Associate for and on behalf of TCS, its affiliates or Clients, Associate undertake that he/she will:

a) Process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;

b) Abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;

c) Promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");

d) Promptly provide TCS with all information in Associate's notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS' prior written consent;

e) Not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data

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protection policy, regulation or legislation;

f) Upon expiry or termination of Associate's engagement with TCS, return all copies of the Personal Data and Information to TCS in Associate's possession or control; and

g) Promptly bring to TCS' notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Associate expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Associate's Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use Third-Party services or sub-contractors to collect or otherwise process Associate's Personal Data and Information for which TCS shall remain responsible for such Third-Party services provider or sub-contractor's compliance with TCS' obligations hereunder.

7. Working in SBWS™ Framework:

Associate may be required to work in TCS offices or its Client's premises or remotely as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

d) will inform the HR of the Unit if the Associate shares his remote location with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at that might exist at the remote location which implicates the TCS Code of Conduct Conflict of Interest provision.

e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access

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the customer network if so, mandated by the Customer).

g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.

10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality Clause by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

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c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of employment of the Associate with TCS and shall continue thereafter in perpetuity.

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