



Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20219088517/Kolkata/BPS/BTN
Date: 02/12/2021

Ms. Gayatri Ghatak
Ward No. -1 , Jiaganj-Azimganj Municipality , M-J Block
Bhattapara
Near S.N. Girls High School
Jiaganj Murshidabad-742123
West Bengal
Tel# 91-7797004438

Dear Ms. Gayatri Ghatak,

Sub: Letter of Offer and Terms of Traineeship

Thank you for exploring training opportunities with **Tata Consultancy Services Limited(TCSL)**. You have successfully completed our initial selection process and we are pleased to make you an offer as "Trainee BPS" for a period of 12 months. During this period you will be paid a stipend of Rs. **10,250/-** per month. You will be engaged as a Trainee / Apprentice under the model / certified Standing Orders (as the case may be) applicable to you.

Kindly confirm your acceptance of this traineeship by proposing your date of joining and signing Annexure 1. If not accepted within 7 days of receipt, this offer is liable to lapse at the discretion of the Company. You may handover your acceptance letter to the HR Officer/ Induction Officer at any of our offices.

After you accept this letter of traineeship and clear the medical check-up, and background check you will be given a letter of appointment as a trainee indicating the details of your joining date and initial place of posting after completing joining formalities as per company policy.

TCS decision of releasing the Offer of Traineeship and allowing you to join the organization before completion of your final Graduation examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the condition specified in the Terms of Traineeship under clause 'Pre-requisites of Traineeship'. The status of your Graduation completion will be reviewed periodically. The Management reserves the right to revoke this Offer of Traineeship if it is later established that you could not successfully complete your Graduation without any pending arrears/backlogs.



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). You are automatically covered under a default HIS Plan.

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax, in which case the below benefits can be availed:

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the plan applicable.

i. Base Cover Premium: Towards Domiciliary and Base cover 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 Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail. For further details, please refer to the policy document

2. Professional Memberships:

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

3. Social Security - Employees' State Insurance:

The company will contribute 4.75% of your stipend or such amount as determined by law towards ESI contribution till you remain covered under Employee's State Insurance Act, 1948.

4. Compensation Benefits under ESI Act / Employees' Compensation Act:

If you are covered under Employees State Insurance Act (ESI Act), 1948 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 ESIC Act

5. Night Shift Stipend:

Trainees assigned to night shifts for training would be eligible for a Night Shift Stipend of Rs. **200/-** per shift as per the company policy.



6. Process Specific Stipend:

Based on your allocation, to a process and on account of the process complexity involved, you may be eligible for additional process specific stipend, as defined by the Company.

TERMS OF TRAINEESHIP

1. Traineeship Pre-requisites

Your appointment as a Trainee / Apprentice under the model / certified Standing Order will be subject to successful completion of your graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation your traineeship with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. Traineeship Period:

During the period of your training of 12 months, you may be required to undergo classroom and on the job training. During this period, you may be appraised to evaluate your performance and if your performance is found to be satisfactory, you may be absorbed / appointed in the regular employment of the Company at its sole discretion.

It is hereby specifically clarified that the Company is under no obligation whatsoever to absorb / appoint you on regular basis upon successful completion of your training period of 12 months. You shall not be deemed to have been absorbed / appointed in the regular employment of the company, unless & until you receive a written communication in this regard from the Company.

If your performance is found unsatisfactory, TCSL may terminate your traineeship forthwith by giving you 30 calendar days' notice in writing or payment of stipend for 30 calendar days in lieu thereof.

If you remain on unauthorized absence for a consecutive period of 3 days during the training programme without authorisation or intimation, a presumption shall arise that you have abandoned your traineeship and the company shall be entitled to disqualify and disentitle you forthwith for any further training and your name is liable to be automatically stand discontinued from the list of ILP trainees without any further intimation / separate communication to you.

3. Hours of Training:

You may be required to undergo training in shifts and / or in extended training hours as permitted by law.

4. Leave:

You will be entitled for leaves as per the company's policy.

5. Transport:

TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. Alternative Occupation / Traineeship:



During the period of your traineeship at TCSL, you are not permitted to undertake any other traineeship, employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of the company.

7. Confidentiality, Data and Intellectual Property Protection:

As part of the joining formalities, you are required to sign a Confidentiality, Data and IP Protection Terms, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

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 from home (remote working) 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. 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 a trainee of TCSL.

10. Notice Period:

You will have to give at least 30 calendar days' prior notice in writing before discontinuing your traineeship with the Company. The Company may discontinue your traineeship by giving you 30 calendar days' notice in writing or payment of stipend for 30 days in lieu thereof.

11. Medical Test:

You are required to undergo a pre-Traineeship medical check-up and obtain a fitness certificate from the registered medical practitioner/Doctor. This is a pre-condition for Traineeship. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport, PAN card, Election Card, Driving License etc. If you are a campus recruit, you may produce your current educational institute's photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of Traineeship. The company also reserves the right to get yourself examined by a doctor at any time during your Traineeship and further employment(if absorbed in Regular Employment) to ascertain your medical fitness. The opinion of the doctor appointed by the company shall be final and binding on both parties. Your failure, refusal or inability to appear for such medical examination will result in the determination of your Traineeship or Employment as the case may be without any notice or notice pay in lieu of notice.

Your Traineeship or further Employment (if absorbed in Regular Employment) is liable to be discontinued / terminated on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

12. Background Check:

Your traineeship will be subject to a background check in line with the Company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background checks are unfavorable or at a variance with your own



declarations, your traineeship will be discontinued without any notice.

13. Submission of Documents:

At the time of your joining traineeship, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
 - Degree certificate and mark sheets for all semesters
 - Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
 - Birth Certificate / Proof of Age
 - Passport
 - 6 photographs - passport size
 - An affidavit / notarised undertaking that there is no criminal offence registered/pending against you.
- Your original documents will be returned to you after verification.

14. Initial Learning Programme (ILP)

On joining TCSL as Trainee, you will be given the benefit of formal & on the job training ("Initial Learning Programme") at the location, as identified, for such a period as TCSL may decide. The said training programme forms a critical part of your traineeship and is an ongoing process. TCSL continues to make investment on training and development of its trainees. This will be of immense value to you and a large part of ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

15. Letter of Appointment

Your will be issued a letter of appointment on your joining and after completing joining formalities as per TCSL policy

16. Personal Data Processing:

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 overseas deputation, available privacy rights would be governed as per regulatory provisions and / or



TCS policies/notice provided applicable at your overseas location.

17. Terms and conditions:

The above terms and conditions of traineeship are specific to your traineeship period in India.

18. Rules and Regulations of the Company:

Your traineeship will be governed by the policies, rules, regulations, practices, processes and procedures of the Company as applicable to you and the changes therein from time to time.

19. Compliance to all clauses:

You will be required to fulfill all the terms and conditions mentioned in this letter of offer of traineeship. Any failure to fulfill any term and /or condition and/or failure to clear any test successfully would entitle TCSL in withdrawing this letter of traineeship at its sole discretion.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the Traineeship and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL .

We look forward to having you in our global team.

Yours Sincerely,

For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP



Encl: Annexure 1: Acceptance
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms



ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received the letter of offer and Terms of Traineeship ref No **TCSL/DT20219088517/Kolkata/BPS/BTN** on _____ (MMM/DD/YYYY).
I hereby accept this Offer and intend to join traineeship on:

Signature:

Name:



Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as 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 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 filing 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 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's 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 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's obligations hereunder.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client's premises or from home (remote working) 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 a home 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 home exist 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 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, Data and IP Protection Terms 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 any 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.

(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, Data and IP Protection Terms 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, Data and IP Protection Terms may not be amended except in writing signed by authorized



representatives of both parties.

(f)The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on_____.

Name:

Address:

Signature:

Date:

HRD/2T/1002798942/21-22

December 21, 2021

Mr. Nishith Das
Souduganj Palpara,
Murshidabad
Murshidabad-742123
India

Ph: +91-9732415864

Dear Nishith,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

HRD/1002798942/21-22

December 21, 2021

Mr. Nishith Das
Souduganj Palpara,
Murshidabad
Murshidabad-742123
India

Ph: +91-9732415864

Dear Nishith,

Congratulations! We are delighted to make you an offer as **Operations Executive - Trainee** and your role is **Operations Executive** .

Here are the terms and conditions of our offer:

Joining

Your scheduled date of employment with us will be **27-Dec-2021**.

Location

Your location of training is **MYSORE, India** . The location of posting ("work location") would be communicated to you upon successful completion of training. You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location."

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise."*

Training

The training program will consist of classroom/virtual training and on-the-job training. The duration of the classroom/virtual training will be based on the business requirement. Your continued employment with the Company is subject to your meeting the qualifying criteria till the end of the training and successful completion of the training.

Probation and Confirmation

You will be on probation for a period of 12 months from the date of completion of the training and your allocation to Unit. On successful completion of your probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for 15 working days of earned leave annually during probation. On confirmation as a permanent employee you will be eligible for 20 working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Increments and Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

Transfer

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

Agreement

Our offer to you as **Operations Executive** is subject to the execution of the Service Agreement. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligations towards Infosys from the date of your joining and up to a period of 12 months from the date of allocation to a Practice Unit. The date of allocation to a Practice Unit is generally the first day of the subsequent month post completion of training. You will be required to complete the formalities on the Service Agreement at the time of joining. Please note, non-execution of the notarized Service Agreement will result in denial of employment with the Company.

You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condemnation of delay in submission of the same will be at the Company's discretion.

Passport and Driving License

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining duty. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

Compensation and Benefits

Salary

Your Total Gross Salary will be INR **18,581** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I.

In addition to your gross salary, you will receive an additional Personal Allowance of INR **461** per month. This allowance will be paid to you during your probation period, on the condition that your base location remains Bangalore/Mysore/Mangalore/Hubli. This allowance will be discontinued in case of a change in your base location due to official or personal reasons or upon confirmation (whichever is earlier).

Ex - Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I of this letter. The mode of payment for Financial Year 2021-22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of INR **500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 6,200,000** of which **INR 3,200,000** is covered towards natural death, and **INR 3,000,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 200**. The details of the Scheme would be available to you when you join the Company.

Notice Period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other Terms and Conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Our offer to you as an **Operations Executive** is conditional upon your having fully completed your graduation, without any active backlog papers. Your simple average should not be less than what was specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

ANNEXURE - I
(Compensation)

COMPENSATION DETAILS (All figures in INR per month)	
NAME	Mr. Nishith Das
ROLE	Operations Executive
ROLE DESIGNATION	Operations Executive - Trainee
1. MONTHLY COMPONENTS	
BASIC SALARY	13,582
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,580
MONTHLY GROSS SALARY	16,162

2. ANNUAL COMPONENT	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	136

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,630
GRATUITY - 4.81% of Basic Salary*	653
FIXED GROSS SALARY (1+2+3)	18,581
TOTAL GROSS SALARY	18,581

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act

Employee State Insurance ("ESI") may be applicable to employees as per the applicable statutory regulations. If ESI is applicable, the employee and the employer will contribute towards ESI as per the provisions of the ESI Act, 1948.



Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20217769610/Kolkata/BPS/BTN
Date: 21/07/2021

Ms. Soumi Chandra
Mallik Bagan, Souduganj, Old Thana Para
Near Fultola Road
Near Shiva Temple & Highmax Light, Jiaganj
Murshidabad-742123
West Bengal
Tel# -

Dear Ms. Soumi Chandra,

Sub: Letter of Offer and Terms of Traineeship

Thank you for exploring training opportunities with **Tata Consultancy Services Limited(TCSL)**. You have successfully completed our initial selection process and we are pleased to make you an offer as "Trainee BPS" for a period of 12 months. During this period you will be paid a stipend of Rs. **10,250/-** per month. You will be engaged as a Trainee / Apprentice under the model / certified Standing Orders (as the case may be) applicable to you.

Kindly confirm your acceptance of this traineeship by proposing your date of joining and signing Annexure 1. If not accepted within 7 days of receipt, this offer is liable to lapse at the discretion of the Company. You may handover your acceptance letter to the HR Officer/ Induction Officer at any of our offices.

After you accept this letter of traineeship and clear the medical check-up, and background check you will be given a letter of appointment as a trainee indicating the details of your joining date and initial place of posting after completing joining formalities as per company policy.

TCS decision of releasing the Offer of Traineeship and allowing you to join the organization before completion of your final Graduation examination which has been uncertainly delayed owing to COVID-19 Pandemic, shall not be construed as a waiver of the condition specified in the Terms of Traineeship under clause 'Pre-requisites of Traineeship'. The status of your Graduation completion will be reviewed periodically. The Management reserves the right to revoke this Offer of Traineeship if it is later established that you could not successfully complete your Graduation without any pending arrears/backlogs.



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). You are automatically covered under a default HIS Plan.

You have the flexibility to choose a plan which is higher than the existing default plan, by paying the applicable additional premium plus Service Tax, in which case the below benefits can be availed:

a) Domiciliary Cover: This is a provision to cover the cost incurred towards any domiciliary treatment up to a specified limit for each insured person per annum.

b) Base Cover: This is a provision to cover the cost incurred on hospitalization treatments up to a specified limit for each insured person per annum.

c) Floater Cover: This benefit covers the hospitalization expenses incurred over and above the basic hospitalization cover limit. This is a family floater cover for you and your enrolled dependents.

The total premium is split between Base Cover and Floater Cover Premium as per the plan applicable.

i. Base Cover Premium: Towards Domiciliary and Base cover 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 Premium: Towards Floater cover is to be borne by you.

*Note: The above Health Insurance Scheme is subject to revision. The policy changes if any, in future, will prevail. For further details, please refer to the policy document

2. Professional Memberships:

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

3. Social Security - Employees' State Insurance:

The company will contribute 4.75% of your stipend or such amount as determined by law towards ESI contribution till you remain covered under Employee's State Insurance Act, 1948.

4. Compensation Benefits under ESI Act / Employees' Compensation Act:

Till 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 Traineeship, from Employees' State Insurance Corporation.

When you will be 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 Traineeship as per the Employee Compensation Act (Amendment Act of 2017) or the benefits under the Company's Group Term Life Insurance scheme / Personal accident insurance scheme as the case may be, whichever is more beneficial. For more details on this, refer TCS India policy - Group Life Insurance and TCS India policy - Health Insurance.

5. Night Shift Stipend:

Trainees assigned to night shifts for training would be eligible for a Night Shift Stipend of Rs. **200/-** per shift as per the company policy.



6. **Process Specific Stipend:**

Based on your allocation, to a process and on account of the process complexity involved, you may be eligible for additional process specific stipend, as defined by the Company.

TERMS OF TRAINEESHIP

1. **Traineeship Pre-requisites**

Your appointment as a Trainee / Apprentice under the model / certified Standing Order will be subject to successful completion of your graduation examination without any pending arrears / back logs during the entire course duration.

It is clearly understood, agreed and made abundantly clear that in case you do not successfully clear your graduation your traineeship with TCSL will be discontinued without any notice or notice pay

It is mandatory to declare the gaps / arrears / back log, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer of traineeship at any time at its sole discretion in case of any discrepancy or false information is found in the details submitted by you.

2. **Traineeship Period:**

During the period of your training of 12 months, you may be required to undergo classroom and on the job training. During this period, you may be appraised to evaluate your performance and if your performance is found to be satisfactory, you may be absorbed / appointed in the regular employment of the Company at its sole discretion.

It is hereby specifically clarified that the Company is under no obligation whatsoever to absorb / appoint you on regular basis upon successful completion of your training period of 12 months. You shall not be deemed to have been absorbed / appointed in the regular employment of the company, unless & until you receive a written communication in this regard from the Company.

If your performance is found unsatisfactory, TCSL may terminate your traineeship forthwith by giving you 30 calendar days' notice in writing or payment of stipend for 30 calendar days in lieu thereof.

If you remain on unauthorized absence for a consecutive period of 3 days during the training programme without authorisation or intimation, a presumption shall arise that you have abandoned your traineeship and the company shall be entitled to disqualify and disentitle you forthwith for any further training and your name is liable to be automatically stand discontinued from the list of ILP trainees without any further intimation / separate communication to you.

3. **Hours of Training:**

You may be required to undergo training in shifts and / or in extended training hours as permitted by law.

4. **Leave:**

You will be entitled for leaves as per the company's policy.

5. **Transport:**

TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. TCS employees living beyond these boundaries would be required to make their own arrangements and the routes are predetermined and not permitted to be varied under any circumstances. The company will make appropriate provisions for those working in night shift as permitted by law/ policy.

6. **Alternative Occupation / Traineeship:**

During the period of your traineeship at TCSL, you are not permitted to undertake any other traineeship, employment, business, assume any public or private office, honorary or remunerative, without the prior written



permission of the company.

7. Confidentiality, Data and Intellectual Property Protection:

As part of the joining formalities, you are required to sign a Confidentiality, Data and IP Protection Terms, which aims to protect the intellectual property rights and business information of TCSL and its clients. The detailed Confidentiality, Data and IP Protection related terms and conditions are set out in Annexure 2

8. 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 a trainee of TCSL.

9. Notice Period:

You will have to give at least 30 calendar days' prior notice in writing before discontinuing your traineeship with the Company. The Company may discontinue your traineeship by giving you 30 calendar days' notice in writing or payment of stipend for 30 days in lieu thereof.

10. Medical Test:

You are required to undergo a pre-Traineeship medical check-up and obtain a fitness certificate from the registered medical practitioner/Doctor. This is a pre-condition for Traineeship. Please collect the medical check-up authorization letter from the company HR executive, at the time of submitting your written acceptance of this offer. To verify your identification, we request you to carry a photograph and a photo identification document issued by government like passport, PAN card, Election Card, Driving License etc. If you are a campus recruit, you may produce your current educational institute's photo identification card in the absence of government photo identification document.

Retention of reasonable medical fitness is also a condition of Traineeship. The company also reserves the right to get yourself examined by a doctor at any time during your Traineeship and further employment (if absorbed in Regular Employment) to ascertain your medical fitness. The opinion of the doctor appointed by the company shall be final and binding on both parties. Your failure, refusal or inability to appear for such medical examination will result in the determination of your Traineeship or Employment as the case may be without any notice or notice pay in lieu of notice.

Your Traineeship or further Employment (if absorbed in Regular Employment) is liable to be discontinued / terminated on account of your continued ill health or if you are found to be medically unfit for the job as may be certified by the company's doctor.

11. Background Check:

Your traineeship will be subject to a background check in line with the Company's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background checks are unfavorable or at a variance with your own declarations, your traineeship will be discontinued without any notice.

12. Submission of Documents:

At the time of your joining traineeship, photocopy of the following documents should be submitted. Please carry the original copies for verification.

- Standard X and XII Mark sheets equivalent
 - Degree certificate and mark sheets for all semesters
 - Postgraduate degree certificate and mark sheets for all semesters (if you are a Post-graduate)
 - Birth Certificate / Proof of Age
 - Passport
 - 6 photographs - passport size
 - An affidavit / notarised undertaking that there is no criminal offence registered/pending against you.
- Your original documents will be returned to you after verification.



13. Initial Learning Programme (ILP)

On joining TCSL as Trainee, you will be given the benefit of formal & on the job training ("Initial Learning Programme") at the location, as identified, for such a period as TCSL may decide. The said training programme forms a critical part of your traineeship and is an ongoing process. TCSL continues to make investment on training and development of its trainees. This will be of immense value to you and a large part of ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

14. Letter of Appointment

You will be issued a letter of appointment on your joining and after completing joining formalities as per TCSL policy

15. Personal Data Processing:

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 overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

16. Terms and conditions:

The above terms and conditions of traineeship are specific to your traineeship period in India.

17. Rules and Regulations of the Company:

Your traineeship will be governed by the policies, rules, regulations, practices, processes and procedures of the Company as applicable to you and the changes therein from time to time.

18. Compliance to all clauses:

You will be required to fulfill all the terms and conditions mentioned in this letter of offer of traineeship. Any failure to fulfill any term and /or condition and/or failure to clear any test successfully would entitle TCSL in withdrawing this letter of traineeship at its sole discretion.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in the Traineeship and this offer will be automatically withdrawn. Post acceptance of TCSL offer letter if you fail to join on the date provided in the TCSL joining letter, the offer will stand automatically terminated at the sole discretion of TCSL .

We look forward to having you in our global team.

Yours Sincerely,

For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP



Encl: Annexure 1: Acceptance
Annexure 2: Confidentiality, Data and Intellectual Property Protection Terms



ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received the letter of offer and Terms of Traineeship ref No **TCSL/DT20217769610/Kolkata/BPS/BTN** on _____ (MMM/DD/YYYY).
I hereby accept this Offer and intend to join traineeship on:

Signature:

Name:



Annexure 2

Confidentiality, Data and Intellectual Property Protection Terms

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS and its subsidiaries as applicable (Collectively termed as 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 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 filing 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 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's 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 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's obligations hereunder.

7. 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.

8. 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.

9. 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, Data and IP Protection Terms 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.

10. 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 any 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.

(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, Data and IP Protection Terms 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, Data and IP Protection Terms may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality, Data and IP Protection Terms shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Please complete and return these documents to the TCSL HR executive, within 7 days of receiving this offer.

This is to confirm that I have received the Letter of Offer on _____ .

I hereby accept this Offer and intend to join service on _____ .


Name:

Address:


Signature:

Date:

Card No.34538/22



WEST BENGAL POLICE
IDENTITY CARD



BIKRAM GHOSH
Constable-538

Bikram Ghosh
Signature of Card Holder

16/04/2022
Issuing Authority
COMMANDANT
S.A.P. 12th Bn.
DABGRAM JALPAIGURI

Date of Birth : 12-03-1999
Date of Appointment : 18-04-2022
Identification Mark : A cut mark on Left thai
Blood Group : B (-)
Phone No. : 9002579245
Employee I. D. No. : 2022003908

GENERAL INSTRUCTIONS

- THIS CARD IS NOT TRANSFERABLE.
 - THIS CARD IS INTENDED TO IDENTIFY THE CARD HOLDER.
 - LOSS OF THIS CARD SHOULD BE REPORTED TO THE ISSUING AUTHORITY OR TO THE NEAREST POLICE STATION.
- If This Card is Found, Please Contact with Dabgram Brigade
Police Control Room, Ph. 0353-2568379 or
Send Mail to the Commandant, SAP 12th Bn.
Dabgram Jalpaiguri, E-mail: cosap12@gmail.com

Bikram Ghosh

History (Hons)

West Bengal Police

NORTH 24 PARGANAS DISTRICT PRIMARY SCHOOL COUNCIL
N/7 K. K. MITRA ROAD, BARASAT, KOLKATA - 700124, NORTH 24 PARGANAS.

Memo No. 153/TET-2014/APPT-21

Dated : 29-11-2021

To : **AJOY KUMAR SARKAR**
C/O- ASHOK KUMAR SARKAR
VILL/CITY- BURIDANGA,
P.O.- DHARMADANGA, P.S.- BAMANGOLA,
DISTRICT- MALDA, PIN-732138.

He/She is hereby appointed as an Assistant Teacher on probation for two years from the date of joining under the North 24 Parganas District Primary School Council on usual monthly pay and other allowances, posted in the School noted below:

Name of the School :GABTALA FP SCHOOL

Circle : HASNABAD SOUTH

His/Her service will be regulated by the relevant Govt. Act, rules: regulations etc. and he/she must abide by the rules, regulations and orders of the Council.

His/Her service is transferable and is purely temporary and is terminable on one month's notice on either side. One month's salary will be forfeited if the teacher does not serve one month's prior to leaving his/her service.

The joining report in duplicate, attested copies of the qualification Certificates, Mark Sheets, age proof Certificates, PH Certificates etc. should be submitted to the concerned Sub-Inspector of Schools along with the Originals for verification.

He/She should join his/her post within fifteen days from the date of issue of this appointment letter failing which offer of appointment may be treated as cancelled without making any further reference to him/her in this regard.

"This appointment shall not create any equity in your favour nor confer any vested right and your appointment should be governed by the result of Writ Petition if any pending before High Court."

This Order for appointment is issued as per approved panels prepared and forwarded in accordance with the Memo No.1405(23)/BPE/2021 Dated 24-11-2021 of the Secretary, West Bengal Board of Primary Education.


Chairman

North 24-Parganas District Primary School Council

Memo No: 153/3(1)/TET-2014/APPT-21

Dated : 29-11-2021

Copy forwarded for information and taking necessary action to:

- 1) The Sub-Inspector of Schools, HASNABAD SOUTH Circle, North 24 Parganas.

He is requested to keep one copy of joining report, attested copies of other Certificates for Office records. He should verify all original Certificates at the time of joining of the teacher.

- 2) The Head Teacher/Teacher-in-Charge, GABTALA FP SCHOOL
HASNABAD SOUTH Circle, North 24 Parganas.
- 3) Office records.


Chairman

North 24-Parganas District Primary School Council

Appointment Letter of

AJOY KUMAR SARKAR

Zoology (Hons)

Assistant Tacher

Through Registered Post (TTT)
OFFICE OF THE DEPUTY INSPECTOR GENERAL OF POLICE, GROUP CENTRE, C.R.P.F., SILIGURI, DIST-DARJEELING, WEST BENGAL-734012
(CONTROL ROOM NO. 0353-270516)
 No. R.II-1/2021-GC-5-CCSLG Dated, the 15th February 2021
 To

Roll No. 4403016726
 Name: PALLABI SARKAR
 S/O, D/O SHRI-PAKESH SARKAR
 Address-VILL. KANHIGANI, POST- DEBIPUR, P.S- JIAGANI
 Dist-MURSHIDABAD
 State-WEST BENGAL
 Pincode-742123
 MOBILE-9851975764

Subject: Offer of Appointment for the post of Constable(GD) for provisional selected candidate in CRPF.

As a result of selection test conducted by SEC for the post of Constable(GD) in various CAPFs. Examination-2018, you are provisionally selected for the post of Constable(GD) in Central Reserve Police Force (CRPF). The post is purely temporary but likely to continue. The Pay Scale of Constable (GD) as per 7th CPC lies in the pay matrix-3 and is Rs. 23,700/- as on date. In addition to this, you will be entitled to Dearness Allowance, Ration Money and other allowances as entitled to the Central Govt. employees from time to time and other allowances/ benefits as admissible to the CRPF personnel.

02. The other terms and conditions of the appointment will be as under-

- The appointment carries with it the liability to serve in any part of India and beyond.
- The post of Constable/GD is combatted and purely temporary but likely to continue. On appointment to the said post, you will be on probation for a period of two years. On successful completion of the period of probation, you will be considered for confirmation. Your services are liable to be terminated at any time by the appointing authority without assigning any reasons, on one month's notice during the initial period of 02 years in accordance with the Central Civil Services (Temporary Service) Rules 1968.
- Your appointment is subject to medical fitness, which will be conducted by the appropriate medical authority of this department on your reporting in this Group Centre. Validity of medical examination will be one year from the date of medical examination. If you join the service after validity period of recruitment medical, you will be examined by CRPF medical officer for any disease/defect which might have arisen after the recruitment medical. The Appointment order will be issued only if you are declared fit during fresh medical examination.
- You will be required to undergo basic training at any of the Training Institutions of CRPF/CAPF. If you are not able to undergo/complete the training successfully, your services are liable to be terminated.
- On joining this organization you will be governed under CRPF Act-1949, CRPF Rules-1955 and other recruitment rules notified/amended from time to time. This joining will be regulated from the date of your joining CRPF. You have to follow rules, orders and other instructions related to service conditions issued by the department from time to time.

Continue in page 02

-02-

- On appointment to the said post you will have to undergo basic training of specific periods. In case you sustain any injury during the period of basic training and you are declared as permanently incapacitated for service in CRPF, your service will be liable to be terminated at any time without notice. It will be dealt according to CCS (Temporary Service) Rules.
- You will be entitled to pay and allowances/position benefits under DCPS (Defined Contributory Pension Scheme) implemented vide G.O. Ministry of Finance, OM No. E17(2)2007/AT/1 dated 07/04/2004. As of now you have to contribute an amount equal to minimum of 10% of your Basic Pay and DA per month towards this scheme.
- Your services can be terminated at any time by giving one month notice by either side viz. the appointee or the appointing authority without assigning any reason. The appointing authority, however, reserves the right to terminate the services of the appointee forthwith or before the expiry of stipulated period of notice by making payment to him a sum equivalent to the pay and allowances of the period of notice or the unexpired portion thereof.
- Your service is liable to be terminated if there is prima-facie proof of having indulged in any malpractice during any stage of examination.
- In case you have found negligent or suppressing facts on any ground at any time, before, during or after your selection/ appointment, your candidature/services will be terminated without assigning any reason.
- If you intend to resign from service before completion of 10 years of regular service you shall be required to refund to the Government the total cost of training imparted to you in the Force or a sum equal to three months' pay and higher. However, the appointing authority is fully competent to accept or reject request for discharge/Resignation from service on merits.
- On appointment, your character and antecedents will be verified from the concerned civil authority and adverse remarks if any noticed, your services will be terminated without assigning any reasons.
- On your joining for the post offered, authenticity of the educational, date of birth, caste certificates, marital status and domicile etc. produced by you shall be verified from the concerned authority. In case of any discrepancy found at later stage, your services shall liable to be terminated without assigning any reason.
- You will not be entitled for any travelling allowance for joining the post on first appointment.
- The CRPF has no liability in case of any injury/incident/accident occurred before joining CRPF/ during the transit/journey period for joining the Force.
- You should bring sufficient money with you for your personal/necessary expenditure till receipt of pay and allowances and for availing mess facilities etc. You will have to deposit a sum of Rs. 5000/- as Mess Advance.
- You should submit certificate for verification of character and antecedents in the enclosed proforma along with original copies of educational and other certificates etc. while reporting to join duty.
- Candidates seeking reservation as OBC candidates are required to submit declaration of Creamy layer/Non-Creamy layer certificate as per Govt. rule.
- In case if you do not report by stipulated date mentioned at para-3, offer of appointment made to you will be deemed to have lapsed automatically and no correspondence what so ever on the subject will be entertained.
- You should open a Saving Bank account in State Bank of India (SBI) with ATM, Core banking Cheque book facility nearest to your home town and submit Annexure C of opening/registering at this GC for allotment of PRAN number and disbursement of monthly pay in your account through BCS. Detailed particulars of Next of Kin of monthly pay in your account through BCS. Detailed particulars of Next of Kin with proof of app/Date of Birth for filling various nominations forms documents are required.

Continue in page 03

03. If you accept the offer of appointment on the terms and conditions mentioned above, you should report for duty to The DIG, GROUP CENTRE, CRPF, Siliguri, West Bengal by 15/02/2021 (Monday) with original copies of the following documents-

- Matriculation Certificate mentioning Date of Birth therein, issued by the recognized School / Education Board.
- Intermediate / Degree / Diploma Certificate or any other technical qualification certificate, if available.
- Caste certificate for Central Government Service issued by the appropriate authority, in case you belong to SC/ ST/OBC Category (Creamy/Non-Creamy layer only for OBC) with domicile certificate.
- No objection Certificate/ Discharge Certificate from previous employer, if any.
- Pre-verification form enclosed with this offer of appointment be filled up properly and get attested by the authorities as mentioned in the form.
- 10 (ten) copies of recent passport size photograph.
- Detailed particulars of Next of Kin (NOK) with proof of app/Date of Birth. For filling various nominations forms documents are required.
- Passbook and Cheque book of Savings Account opened in any State Bank of India (SBI) bank in your name with ATM facility for drawal of Pay and Allowances. Xerox copy of Pass book.
- A sum of Rs. 5000/- (Rupees Five Thousand only) for depositing as Mess Advance in addition to sufficient amount for your personal expenditure.
- Light bedding, Mosquito net and other clothing as per requirement.
- FAN Card and Aadhar Card and its Xerox Copies.

Enclosure:- As above.

(Shyam Sundar)
 Group Centre Officer
 Group Centre, CRPF, Siliguri
 West Bengal

APPENDIX-A

CERTIFICATE OF CHARACTER
 (FOR CLASS-III & IV)

Certified that I have known Mr./Ms. Pallabi Sarkar for the last 02 (Two) years as Son/Daughter of Mr. PAKESH SARKAR and that to the best of my knowledge and belief he/she has a reputable character and has no antecedents which render him/her unsuitable for Government Employment.

Mr./Ms. Pallabi Sarkar not related to me.

Signature: [Signature]
 Joint Block Development Officer
 Murshidabad-Jagajyoti Block
 Dist. Murshidabad
 Designation
 (Gazetted Officer)

I am satisfied about the reliability of the person who has given the above certificate of character.

Signature: [Signature]
 Sub-Divisional Magistrate
 Lalbagh, Murshidabad
 District
 District Magistrate or
 Sub-Divisional Magistrate
 or their Superior Officer.

Appointment Letter of

Pallabi Sarkar

Banali

CENTRAL RESERVE POLICE FORCE