



Provisional Offer : BUSINESS PROCESS SERVICES

Ref: TCSL/DT20234468713/Bangalore/BPS/BTN

Date:14/02/2024

Dear Mr. Alex Babychan,

Sub: Letter of Provisional Offer and Terms of Employment.

Thank you for exploring opportunities with **Tata Consultancy Services Limited(TCSL)**. You have successfully completed our initial selection process and we are pleased to make you a provisional offer of Traineeship.

You have been selected for a twelve month traineeship program at grade BPOS. You will receive a fixed monthly stipend during your internship. Your stipend amount will be decided on the basis of joining location and the process in which you will get allocation. The same will be communicated to you along with the detailed offer letter.

Kindly confirm your acceptance on the traineeship offered by signing Annexure 1. If not accepted within 30 days of receipt, this offer of traineeship is liable to lapse at the discretion of the Company.

This is a provisional offer of traineeship and should not be construed as an Offer of Employment from TCSL. A detailed offer of traineeship will follow within 7 days from completion of all documentation formalities and your aforesaid acceptance on this provisional offer. The Offer of traineeship will be made to you provided this - opportunity continues to be available with TCSL.

Your traineeship with TCS is subject to your being declared medically fit and retaining that fitness during the tenure in the company and your Background / Reference check being favourable and acceptable to the Company.

On joining and successful completion of all Joining formalities including the back ground verification, you will be issued a Letter of Appointment by TCSL.

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

Private and Confidential

TCSL/DT20234468713

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

No 42, Think Campus, Electronic City phase II, Bangalore - 560 100, Karnataka India

Ph.: +91 80 6724 2000 Fax 91 80 2852 1910 E-mail: corporate.office@tcs.com, Website: <http://www.tcs.com>

Registered Office: 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021

Corporate Identification No. (CIN): L22210MH1995PLC084781



Please also note, TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. Those living beyond these boundaries would be required to make their own arrangements to reach the nearest location convenient to them from where they can be picked up or dropped.

Yours Sincerely,

For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click Here](#) or use a QR code scanner from your mobile to validate the offer letter

ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received & hereby accept the Provisional Letter of Traineeship Ref No **TCSL/DT20234468713/Bangalore/BPS/BTN** on _____(DD/MMM/YYYY).

Signature:

Name:

Date:



To,

Name : Athul Kunnath Subramanian

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Athul Kunnath Subramanian,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 7 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process as well as using any unethical, unauthorized or wrongful/unfair means during any assessments or during the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked with immediate effect.

- **Information on Accenture's Fundamental Skill Primers - Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go

through the Fundamental Skill Primers assessment

- After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - **Packaged App Development Associate**
- **Annual fixed compensation** for the fiscal will be **INR 3,00,000**; this includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms.
- **Individual Performance Bonus (IPB)** - At your career level, the maximum annual variable pay-out is estimated as **INR 25,500/-** subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance.
- **Maximum Annual Total earning potential – INR 3,25,500/-**
- **Additional Notional Benefits: Gratuity** for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) – **INR 5,000 /-**
Notional Insurance Premium paid by Company – **INR 13,700 /-**
- **Annual Total earning potential + Additional Notional Benefits – INR 3,44,200/-**

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

"This is an electronically generated document does not require signatures"

CONTRACTOR AGREEMENT
REF: m55pdw4

This Contractor Agreement ("**Agreement**") is entered into as of September 26th, 2024 (the "**Effective Date**"), between:

Turing Enterprises Inc., having its principal place of business at 1900 embarcadero rd, ste 102, Palo Alto, United States, 94303, ("**Client**"), and

Rishi Rajiv P, having its principal place of business at Moonupedika , Thrissu, 680681, V9237685 and email address: rajivrishi928@gmail.com, ("**Contractor**").

Client and Contractor desire to have Contractor perform services for Client, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES

1.1. Statements of Work. From time to time, Client and Contractor may execute one or more statement(s) of work, substantially in the form attached hereto as Exhibit A, detailing the specific services to be performed by Contractor (as executed, a "**Statement of Work**"). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. A Statement of Work may be amended only by a signed (by each party's authorized signatory) and written agreement of the parties.

1.2. Performance of Services. Contractor will perform the services described in each Statement of Work (the "**Services**") in accordance with the terms and conditions set forth in each Statement of Work and this Agreement. Unless otherwise agreed by Client, Contractor will determine, in Contractor's sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable law and any compliance policies drawn to Contractors' attention.

1.3. Equipment and Facilities. Unless otherwise provided in a Statement of Work, Contractor will perform the Services at Contractor's offices or facilities, using Contractor's instruments, equipment and tools. Contractor will determine the time, place and order in which Contractor will perform the Services in accordance with any milestones and/or timeline set forth in a Statement of Work.

1.4. Subcontractors. Contractor may appoint a suitably skilled substitute in replacement of the initial personnel and shall be entitled to subcontract the performance of the Consultancy Services, provided that Client is satisfied that the sub-contractor possesses the necessary skills, expertise and resources to perform those elements of the Services and that Contractor ensures the substitute or subcontractor will abide by the same obligations

Contractor is subject to under the terms of this Agreement regarding confidentiality, intellectual property, data protection, anti-bribery, anti-corruption, anti-tax avoidance; if so required, Contractor will ensure that the subcontractor or substitute enters into direct undertakings with Contractor regarding these obligations. Contractor will continue to be bound by all the obligations in this Agreement and will invoice Client and be responsible for the remuneration of the substitute or subcontractor. Contractor will keep Client fully and effectively indemnified against any reasonable costs, claims or expenses that may be incurred by it as a result of the use of such subcontractors including the reasonable cost of all instruction (necessitated by the subcontracting) for the sub-contractor.

2. PAYMENTS

2.1. Fees. As Contractor's sole compensation for the performance of Services, Client will pay Contractor the fees specified in each Statement of Work in accordance with the terms set forth therein. Contractor acknowledges and agrees that, if specified in a Statement of Work, Client's payment obligation will be expressly subject to Contractor's completion of Services provided therein or achievement of certain milestones to Client's reasonable satisfaction.

2.2. Expenses. Unless otherwise provided in the Statement of Work, Client will reimburse Contractor for reasonable travel and related expenses incurred in the course of performing the Services hereunder, provided, however, that any such expenses will be approved in advance in writing by Client. As a condition to receipt of reimbursement, Contractor will submit to Client reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.

2.3. Payment Terms. The payment terms will be set forth in the Statement of Work. The parties will use their respective commercially reasonable efforts to promptly resolve any payment disputes.

2.4. Client acknowledges that Contractor has appointed Deel, Inc, a Delaware registered company having its headquarters at 425 1st St, San Francisco, California, 94105-4621, United States ("**Deel**") as Contractor's limited payment agent for the purpose of facilitating the receipt of payments made by Client for services provided in connection with this Agreement and each Statement of Work using a payment method supported by Deel or by one of Deel's Payment Service Providers, and the disbursement of those payments to Contractor.

2.5. Client agrees to make all payments to Contractor using one of the payment methods supported by the Deel platform. Client and Contractor represent and warrant that they have carefully read, understood and accepted the Deel platform terms and conditions (the "**Deel Terms and Conditions**") available on the Deel's website (www.deel.com/terms). In the event of any conflict between this Agreement and the Deel Terms and Conditions, this Agreement will govern. Both parties acknowledge that acceptance of the Deel Terms and Conditions by each party is a precondition to entering into this Agreement.

3. RELATIONSHIP OF THE PARTIES

3.1. Independent Contractor. Contractor's relationship with Client will be that of an independent contractor acting as a service provider to Client, and not that of an employee, worker, agent or partner of Client. Contractor will not be entitled to any statutory benefits payable to employees or workers by law, or otherwise any benefits paid or made available by Client to its employees or workers, including, without limitation, any retirement or pension benefits, social security contributions, provident fund or gratuity payments; vacation, holiday, or illness payments; participation in any plans, arrangements or distributions made by Client pertaining to any bonus, stock options, profit sharing, insurance or similar benefits; or any other any end-of-service benefits payable to an employee or worker.

3.2. No Authority. Contractor will have no authority to enter into agreements that bind Client or create obligations on the part of Client without the prior written authorization of Client. Contractor will not hold itself out as being an employee, agent, partner or assignee of Client, as having any authority to bind Client or to incur any liability on behalf of Client, and will make such absence of authority clear in its dealings with any third parties.

3.3. This Agreement is one for the provision of services and not a contract of service or employment, and accordingly, Contractor will be solely responsible for (a) payment of all taxes, salaries, benefits, national insurance premiums, social security contributions, withholding taxes, workers' compensation, unemployment and disability insurance, and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services required by any government agency or any other competent authority; and (b) compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization **Contractor will report to all applicable government agencies as income all compensation received by Client pursuant to this Agreement. Contractor will ensure that none of its employees hold themselves out as being the employees of Client or having any authority at any time to bind Client, or otherwise attempt to claim any employment or other relationship with Client.**

3.4. Liability. Contractor will be liable for and will indemnify Client for any loss, liability, costs, (including reasonable fees and expenses of attorneys and other professionals), penalties, damages and expenses arising from any breach of the terms of this Agreement and/or any applicable Statement of Work (including its data protection provisions) by Contractor or by a subcontractor engaged by Contractor of the terms of this Agreement (including in relation to data protection obligations) or any other action or inaction by or for or on behalf of Contractor. Contractor will accordingly maintain in force suitable insurance policies. Contractor acknowledges that Client will not carry any liability insurance on behalf of Contractor. Contractor will provide promptly copies of such insurance obtained on reasonable request.

3.5. Indemnification by Contractor. Contractor will indemnify and hold Client harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other

professionals) arising out of or relating to any obligation imposed by any government authority and/or court of law on Client to pay any withholding taxes, social security, unemployment or disability insurance, employees' retirement and/or pension benefits or similar items in connection with compensation received by Contractor pursuant to this Agreement. In the event of any violation by Contractor of applicable law related to this Section 3.5, Contractor will indemnify Client for and in respect of:

3.5.1. payment of all taxes, salaries, benefits, national insurance premiums, social security contributions, withholding taxes, workers' compensation, unemployment and disability insurance, employees' retirement and/or pension benefits and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services required by any government agency; except where recovery by Client pursuant to this Section 3.5 is prohibited by law; and all reasonable costs, expenses, penalties, fines or interest incurred or payable by Client in connection with or in consequence of Contractor's failure to pay any amounts due and owing to any government agency; except where Contractor's failure to pay was caused directly by Client's negligence or intentional misconduct; and

3.5.2. any liability arising from any employment-related claim or any claim based on worker status (including reasonable fees and expenses of attorneys and other professionals) brought by Contractor or any subcontractor against Client arising out of or in connection with the provision of the Services.

3.6. Set-off. Client may, in its sole discretion, satisfy any of the indemnities set forth in Section 3.1, 3.4 and 3.5 (in whole or in part) by way of deduction from any payments due to Contractor.

3.7. No expectation of renewal. Contractor agrees that they have no expectation that this Agreement will be renewed at the expiry of the Contract Period and no representation regarding the renewal shall be valid and binding on Client unless recorded in writing and signed by both Parties.

4. OWNERSHIP

4.1. Disclosure of Work Product. Contractor will, as an integral part of the performance of Services, disclose in writing to Client all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, biological or chemical specimens or samples, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Contractor (or any subcontractor) may make, conceive, develop or reduce to practice, alone or jointly with others, or learned, in whole or in part, by or for or on behalf of Contractor during the term of this Agreement that relate to the subject matter of or arise out of or in connection with performing Services, or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (collectively,

"Contractor Work Product"). Contractor Work Product includes all deliverables that Contractor has undertaken to provide Client in the course of performing the Services

4.2. Ownership of Contractor Work Product. Contractor agrees that all Contractor Work Product will be the sole and exclusive property of Client. Contractor hereby irrevocably transfers and assigns to Client, and agrees to irrevocably transfer and assign to Client, all right, title and interest in and to Contractor Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trademarks, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, **"Intellectual Property"**) therein. At Client's request and expense, during and after the term of this Agreement, Contractor will assist and cooperate with Client in all respects, and will execute documents, and will take such further acts reasonably requested by Client to enable Client to acquire, transfer, maintain, perfect and enforce its Intellectual Property and other legal protections for Contractor Work Product. Contractor hereby appoints the officers of Client as Contractor's attorney-in-fact to execute documents on behalf of Contractor for this limited purpose, and agrees to execute a separate power of attorney for this purpose if instructed to do so by Client.

4.3. Moral Rights. To the fullest extent permitted by applicable law, Contractor also hereby irrevocably transfers and assigns to Client, and agrees to irrevocably transfer and assign to Client, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Contractor may have in or with respect to any Contractor Work Product, during and after the term of this Agreement. **"Moral Rights"** mean any right to which Contractor is now or may be at any future time be entitled to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

4.4. Related Rights. To the extent that Contractor owns or controls (in the present or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, trademarks or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Client of the rights assigned to Client under this Agreement (collectively, **"Related Rights"**), Contractor hereby grants or will cause to be granted to Client a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Client to exercise all of the rights assigned to Client under this Agreement.

4.5. Contractor acknowledges that except as provided by law, no further fees or compensation other than those provided for in this Agreement are due or may become due to Contractor in respect of the performance of the obligations under this section 4.

4.6. Nothing contained in this Agreement will be construed to preclude Client from exercising any and all of its rights and privileges as sole and exclusive owner of all of the Intellectual Property owned by or assigned to Client under this Agreement. Client, in exercising such rights and privileges with respect to any particular item of Intellectual Property, may decide not to file any patent application or any copyright registration on such Intellectual Property, may decide to maintain such Intellectual Property as secret and confidential, or may decide to abandon such Intellectual Property, or dedicate it to the public. Contractor will have no authority to exercise any rights or privileges with respect to the Intellectual Property owned by or assigned to Client under this Agreement.

4.7. Exploitation. If any part of the Services or Intellectual Property or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited (collectively, "Exploited") without using or violating technology or intellectual property rights owned by or licensed to Contractor (or any person involved in the Services) and not assigned hereunder, Contractor hereby grants Client and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to fully Exploit and exercise all such technology and intellectual property rights in support Client's exercise or exploitation of the Services, Intellectual Property, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).

5. CONFIDENTIAL INFORMATION

5.1. Definition of Confidential Information. For purposes of this Agreement, all information Client provides to Contractor whether or not such information is marked "confidential", all information pertaining to the Services performed by Contractor, all Contractor Work Product, Client's Intellectual Property, this Agreement, and all information regarding Client's business, including, without limitation, the identity of Client, will be deemed and treated as strictly confidential, non-public information ("Confidential Information") unless and until Client specifically authorizes Contractor in writing that any such information may be treated as public. Except as specifically required by law, Contractor may disclose Confidential Information only with Client's prior written consent. Contractor will have no authority to disclose Confidential Information except in accordance with this section. Information already or generally available to the public (other than as a result of Contractor's breach of these provisions) will not be considered Confidential Information.

5.2. Economic Value of Confidential Information. Contractor acknowledges that Confidential Information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from its disclosure or use, and that the Confidential Information is subject to a reasonable effort by Client to maintain its secrecy and confidentiality. Except as essential to Contractor's obligations under this Agreement, Contractor will not disclose any information pertaining to this Agreement, the terms of this Agreement, or any of the Confidential Information. Except

as essential to Contractor's obligations pursuant to their relationship with Client, Contractor will not make any duplication or other copy of Client's Confidential Information.

5.3. Non-Use and Non-Disclosure. Contractor and/or its employees or and any third party affected by the Contractor to the services will not, during or subsequent to the term of this Agreement, use Client's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Client. Contractor and/or its employees or and any third party affected by the Contractor to the services will neither deliver, reveal, nor report any Confidential Information obtained or created pursuant to this Agreement, to any federal, state or local government body or agency, or to any other person or entity, public or private, without (i) express prior written permission of Client, or (ii) a court or administrative order requiring disclosure. In the event that Contractor forms the opinion that it is required by applicable law to disclose any of Client's Confidential Information, or is served with a witness summons, subpoena, or court or administrative order requiring disclosure of any Confidential Information, Contractor will, prior to making such disclosure, immediately notify Client in writing, and will, in accordance with Client's direction, respond, appeal or challenge such witness summons, subpoena, or court administrative order, prior to disclosure, and will cooperate fully with Client in responding to, appealing or challenging any such witness summons, subpoena, or court or administrative order; except that this Section 5.3 will not apply where Contractor is required by law to disclose Client's Confidential Information without notice to Client. Neither Contractor nor Contractor's related entities, or subcontractors, nor their respective employees will disclose any Confidential Information to any third party, nor will they use or allow the use of any Confidential Information, to further any private interest other than as contemplated by this Agreement. Contractor will take appropriate measures to ensure the confidentiality and protection of all Confidential Information and to prevent its disclosure or its inappropriate use by Contractor or its subcontractors, or by Contractor's or its subcontractors' respective employees or related entities. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

5.4. Former or Concurrent Client's Confidential Information. Contractor agrees that Contractor and/or its employees or and any third party affected by the Contractor to the services will not, during the term of this Agreement, improperly use, disclose, or induce Client to use any confidential information of any third party including, but not limited to, any former or concurrent client of Contractor and/or its employees or and any third party affected by the Contractor to the services . Contractor and/or its employees or and any third party affected by the Contractor to the services will not bring onto the premises or devices of Client any confidential information belonging to any third party. Contractor and/or its employees or and any third party affected by the Contractor to the services will indemnify Client and hold it harmless from and against all claims, liabilities, damages and expenses (including reasonable legal fees, expenses and costs) arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from the Client's use of such third party's confidential information by Contractor and/or its employees or and any third party affected by the Contractor to the services in connection with Contractor's fulfillment of its obligations under this Agreement.

5.5. Third Party Confidential Information. Contractor recognizes that Client has received and may receive in the future, confidential information of third parties subject to a duty on the Client's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees:

5.5.1. that Contractor and/or its employees or and any third party affected by the Contractor to the services owes Client and any such third party, during the terms of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence;

5.5.2. to treat any such third-party confidential information as if it was Client's Confidential Information; and

5.5.3. not to disclose it to any person, firm, corporation or other entity or to use it except as necessary in carrying out the Services for Client consistent with Client's agreement with such third party.

5.6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof that are in the possession of Contractor will be and remain the property of Client, and Contractor will promptly return such Confidential Information and all copies thereof (including electronic copies) to Client upon termination or/and expiration of this Agreement or upon Client's earlier request, whichever the earlier. Contractor shall not keep any copies of the above materials, and once returned to Client in full, Contractor shall delete or destroy any copies which have remained in its possession.

6. DATA PROTECTION

6.1. To the extent that the nature of the Services requires Contractor to process Personal Data (as defined below), Contractor will (and procures that any substitute will) process all Personal Data in accordance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 under the Information Technology Act, 2000 and also abide by any other applicable law including inter alia the General Data Protection Regulation 2016/679 under European Union law ("GDPR") on data protection and privacy, the California Consumer Privacy Act ("CCPA"), data protection legislation of the United Kingdom, and all other applicable data protection laws (collectively, the "Data Protection Laws"). "**Personal Data**" will have the meaning set forth in Article 4 of the GDPR, or as such term is defined under the laws of any territory with jurisdiction over this Agreement related to the protection of Personal Data.

6.2. Contractor will fully comply with any reasonable instructions from and on behalf of Client regarding the processing of that Personal Data . The parties will inform each other immediately of any suspected or confirmed Personal Data breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to Personal Data processed by a party in connection with Contractor's provision of the Services. To the extent that the Services consist of the development of software, Contractor will develop the software in compliance with Data Protection Laws.

6.3. Without prejudice to the generality of this clause relating to data protection, Contractor will and ensures that its subcontractors and employees will:

6.3.1. cooperate fully with Client in order to enable Client to comply with its obligations under Data Protection Laws (including in relation to subject access requests, security, breach notifications, privacy impact assessments, consultations with supervisory authority or regulators);

6.3.2. implement and maintain appropriate technical and organizational measures against unauthorized and unlawful processing of Personal Data and against accidental loss and destruction of or damage to Personal Data ;

6.3.3. process any Personal Data disclosed to Contractor by or on behalf of Client only for the purposes of providing the Services; and for the purposes for which that Personal Data was obtained and is processed by Client;

6.3.4. immediately provide such evidence of Contractor's compliance with Contractor's obligations under Data Protection Laws as Client may from time to time reasonably request; and

6.3.5. immediately upon notification by Client, take all appropriate action to enable Client to properly comply with any request from a data subject in relation to access to and/or rectification or erasure of Personal Data .

Contractor understands and agrees that Client may, at Client's sole discretion, carry out monitoring of the client communications facilities use by Contractor (email supplied by client, phone, mobile phone and computer communication) to monitor, prevent, detect or investigate any possible unauthorized use of Client's communications systems, wrongdoing or non-compliance with Client's practices and procedures by Contractor, its employees, subcontractors.

6.4. Client will collect and process Contractor's Personal Data in accordance with its privacy notice and applicable laws.

7. WARRANTIES

7.1. No Pre-existing Obligations. Contractor represents and warrants that Contractor (and any subcontractor) has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder Contractor's performance of Contractor's obligations under this Agreement.

7.2. Performance Standard and Compliance. Contractor covenants that Contractor (and any subcontractor) will perform the Services in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform Services. Any deviation in the quality of the Services will be remedied by

Contractor upon written notice to this effect by Client. Contractor will (and will ensure that any subcontractor will):

7.2.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;

7.2.2. promptly report to Client any request or demand for any undue financial or other advantage of any kind received by Contractor in connection with the performance of this Agreement;

7.2.3. not engage in any activity, practice or conduct which would constitute either a tax evasion facilitation offence or a foreign tax evasion facilitation offence;

7.2.4. promptly report to Client any request or demand from a third party to facilitate the evasion of tax or any suspected tax evasion offence or facilitation of tax evasion offences whether under local law or under the law of any foreign country, in connection with the performance of this Agreement; and

7.2.5. comply with all applicable laws and policies notified to Contractor regarding a prohibition against discrimination, harassment and bullying; and

7.2.6. as required, certify to Client in writing Contractor's compliance with this clause.

7.3. Non-infringement. Contractor represents and warrants that Contractor Work Product does not, and will not infringe, misappropriate or violate the proprietary rights of any third party, including, without limitation, any Intellectual Property or any rights of privacy or rights of publicity, except to the extent any portion of Contractor Work Product is created, developed or supplied by Client or by a third party on behalf of Client.

7.4. Competitive Activities. Client acknowledges that Contractor provides services to other clients. Notwithstanding the foregoing, Contractor agrees that during the term of this Agreement, Contractor will not, directly or indirectly, engage or participate in or provide services to any business that is competitive with the types and kinds of business being conducted by Client without the prior written agreement of Client; except that this Section 7.4 will not apply where prohibited by law.

7.5. Non-Solicitation of Personnel. During the term of this Agreement and for a period of one (1) year thereafter, Contractor will not directly or indirectly solicit the services of any of Client's employees, workers or contractors for Contractor's own benefit or for the benefit of any other person or entity. Client will not directly or indirectly solicit Contractor's employees for Client's own benefit or for the benefit of any other person or entity or attempt to induce such employees, workers or contractors to terminate their employment/contract (whichever relevant) with Contractor.

8. TERM AND TERMINATION

8.1. Term. This Agreement will commence on the Effective Date and will remain in full force and effect for Two (2) calendar years from the Effective Date and shall be automatically

renewed for each subsequent calendar year, unless terminated earlier in accordance with the terms of this Agreement or a Statement of Work, or this Section 8. This Agreement may be renewed an unlimited number of times.

8.2. Termination for Breach. Except as provided below, either party may terminate this Agreement (including all Statements of Work) if the other party breaches any material term of this Agreement and fails to cure such breach within ten (10) days following a written notice thereof from the non-breaching party. Client may terminate this Agreement (including all Statements of Work) with immediate notice and with no liability to make any further payments to Contractor (other than in respect of amounts accrued before the Termination Date) if at any time Contractor:

8.2.1. commits (or any of its subcontractors commits) any gross negligence or intentional misconduct affecting the business of Client, including but not limited to acts of fraud or dishonesty, material breaches of Client's code of conduct-related rules and policies (including relating to bribery, corruption, tax evasion, data protection, equality and diversity, and health and safety);

8.2.2. commits (or any of its subcontractors commits) any bribery offense;

8.2.3. commits (or any of its subcontractors commits) a local or foreign tax evasion facilitation offense;

8.2.4. is wound-up or declared bankrupt or makes arrangements with or for the benefit of Contractor's creditors or has a court administration order made against Contractor for the reimbursement of Contractor's creditors.

8.3. Termination for Convenience. Either party may terminate this Agreement (including all Statements of Work) at any time, without assigning any reason, upon at least ten (10) days to the other party. Client may also terminate an individual Statement of Work at any time, without assigning any reason, upon at least ten (10) days to Contractor

8.4. Termination of Deel Terms and Conditions. This Agreement will automatically terminate upon termination of the Deel Terms and Conditions by either party, or in the event that Deel terminates Client's or Contractor's use of the Deel platform for any reason.

8.5. Effect of Termination. Upon the expiration or termination of this Agreement for any reason: (i) Contractor will promptly deliver to Client all Contractor Work Product, including all work in progress on any Contractor Work Product not previously delivered to Client, if any, including any electronic copies thereof; (ii) Contractor will promptly deliver to Client all Confidential Information in Contractor's possession or control, including any electronic copies thereof; and (iii) Client will pay Contractor any accrued but unpaid fees due and payable to Contractor pursuant to Section 2.

8.6. Survival. The rights and obligations of the parties under Sections 2, 3, 4, 5, 6, 7.3, 7.5, 8.5, 8.6, 9, 10, and 11 will survive the expiration, new statements of work or termination of this Agreement to the maximum period granted under the applicable law.

9. LIMITATION OF LIABILITY

9.1. Nothing in this Agreement will exclude or limit either party's liability for losses incurred by the other party resulting from: death or personal injury due to the willful intent, gross negligence of the other party or that of their employees, affiliates or subcontractors; a party's fraud or fraudulent misrepresentation; a contractor breach of the warranty of non infringement under Section 7.3; or a party's breach of applicable law.

9.2. Subject to the provisions above, neither party will be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentation) or otherwise arising out of or in connection with this Agreement for:

9.2.1. any economic losses (including, without limitation, loss of revenues, profits, contracts, data, business, anticipated savings or cost of substitute services);

9.2.2. any loss of goodwill or reputation; or

9.2.3. any special, indirect or consequential losses suffered or incurred by a party arising out of or in connection with the provisions of, or any matter under the Agreement; whether or not such losses were within the contemplation of the parties on the Effective Date.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION, EACH PARTY'S MAXIMUM LIABILITY WILL NOT EXCEED THE UNDISPUTED OUTSTANDING BALANCES OWED TO CONTRACTOR.

10. GENERAL

10.1. Assignment. Contractor may not assign, transfer or delegate this Agreement or any of the Services, in whole or in part, without Client's express prior written consent. Any attempt to assign or transfer this Agreement, without such consent, will be void. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

10.2. No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by Client of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

10.3. Equitable Remedies. Client will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, to the extent permissible under applicable laws, without having to post a bond or other consideration, in addition to all other remedies that Client may have for a breach of this Agreement at law or otherwise.

10.4. Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

10.5. GOVERNING LAW. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF [Client country]. EXCLUDING ITS BODY OF LAW CONTROLLING CONFLICT OF LAWS. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT WILL BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN [Client country] AND THE PARTIES IRREVOCABLY CONSENT TO THE PERSONAL JURISDICTION AND VENUE THEREIN.

10.6. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

10.7. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

10.8. Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given when delivered via e-mail. All such notices will be sent to the e-mail addresses set forth above or to such other e-mail address as may be specified by either party to the other party in accordance with this Section.

10.9. Entire Agreement. This Agreement, together with all Statements of Work, constitutes the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty that is not set out in this Agreement (including any Statement of Work). No term of any Statement of Work will be deemed to amend the terms of this Agreement unless a Statement of Work references a specific provision in this Agreement and provides that the Statement of Work is amending only that specific provision of this Agreement and only with respect to Services performed pursuant to such Statement of Work. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any provision of this Agreement.

10.10. No Partnership. This Agreement does not create a partnership or joint-venture relationship.

10.11. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.12. Modifications. This Agreement may be modified only by a contract in writing executed by the parties to this Agreement against whom enforcement of such modification is sought.

10.13. Third-Party Rights. The parties do not intend that any term of this Agreement will be enforceable by any person who is not a party to this Agreement.

10.14. Electronic Signatures. Except where prohibited by law, the parties consent to use Deel's electronic signature service to execute this Agreement and agree that such signatures are valid and binding on the parties.

10.15. Fees: The aforementioned fees shall be valid for a period of one year from the date of commencement of Services, and shall be increased by the Client based on the performance of the Contractor during the year, in Client's full discretion.

DTSA. NOTICE: This agreement does not affect any immunity under 18 USC Sections 1833(b) (1) or (2), which read as follows (note that for purposes of this statute only, individuals performing work as contractors or consultants are considered to be employees):

11.1. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11.2. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

CLIENT

Signature: *Sudarshan
Sivaraman* _____

Date: September 26th, 2024

CONTRACTOR

Signature: *Rishi Rajiv D* _____

Date: September 26th, 2024

EXHIBIT A
STATEMENT OF WORK 1
REF: m55pdw4

DATE: September 26, 2024

This Statement of Work is issued under and subject to all of the terms and conditions of Contractor Agreement dated as of September 26, 2024, between Client and Contractor.

Statement of Work Effective Date	September 23, 2024
Type of Contract	Pay As You Go
Start Date	September 26, 2024
Scope of work	Role: Business Analyst - Rishi Rajiv Tech: Critical Thinking, Business Analysis
Payment Currency	USD - US Dollar
Payment Rate / Amount	\$7.59 per hour
On-target Payment	N/A
First Payment Date	September 30, 2024
Invoice Cycle	Monthly, ends the last day of the month
Payment Due	Same day
Pay Before Weekends	Yes
Contract End Date	Not specified
Termination Notice Period	10 day(s)
Special Clauses	

CLIENT

Signature: *Sudarshan Sivaraman*

Date: September 26, 2024

CONTRACTOR

Signature: *Rishi Rajiv P*

Date: September 26, 2024



To,

Name : Thanu Babu

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Thanu Babu,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 7 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process as well as using any unethical, unauthorized or wrongful/unfair means during any assessments or during the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked with immediate effect.

- **Information on Accenture's Fundamental Skill Primers - Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go

through the Fundamental Skill Primers assessment

- After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - **Packaged App Development Associate**
- **Annual fixed compensation** for the fiscal will be **INR 3,00,000**; this includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms.
- **Individual Performance Bonus (IPB)** - At your career level, the maximum annual variable pay-out is estimated as **INR 25,500/-** subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance.
- **Maximum Annual Total earning potential – INR 3,25,500/-**
- **Additional Notional Benefits: Gratuity** for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) – **INR 5,000 /-**
Notional Insurance Premium paid by Company – **INR 13,700 /-**
- **Annual Total earning potential + Additional Notional Benefits – INR 3,44,200/-**

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

“This is an electronically generated document does not require signatures”

OFFER LETTER

31-10-2024

Abhiraj R

MAYUKHAM

KOTTAKKUPORAM

KARUNAGAPALLY

690525

Dear Abhiraj R ,

With reference to your application and subsequent interview with us, we are pleased to offer you the position of **Academic Counsellor** at Xylem Learning Private Limited. You will be on a probation period of 6 months. Extension or confirmation will be based on the evaluation of your performance during this period. Your Annual CTC will be **Rs.205596 (Two Lakh Five Thousand Five Hundred Ninety-Six Only)**

Compensation will be governed by the rules of the Company on the subject, as applicable and/or amended hereafter. And your initial posting will be at **Mankavu**. You may be transferred or posted to any other location based on organization's requirements.

You are expected to join us on or before **1-November-2024**, failing which your offer stands withdrawn.

Kindly note that the following documents should be submitted by you at the time of joining

- All original certificates (only for verification)
- Xerox copy of your academic certificates, including mark sheets
- Experience certificate/ relieving letter
- Last three months' pay slip
- Two passport size photographs
- Address and ID proof (Passport /Driving License/Aadhaar card/ Ration card) 2 copies of each

Please acknowledge the copy of this offer or revert a line of confirmation as your acceptance. The appointment letter will be issued after joining subject to successful fulfillment of the above formalities.

General Terms and Conditions

- Income Tax deduction is applicable as per prevailing tax laws.
- Salary revision only happens in the annual increment cycle strictly. We do not commit salary revisions verbally and by accepting this offer you confirm your understanding around this point. (Salary revisions are performance based as per company policy but cannot be claimed as a matter of right.)
- The Company may transfer your services to any department / site / location in any part of India as per organization's relocation policy. On transfer, your salary structure may differ as per policy and all other terms and conditions will remain the same.

We welcome you to our organization and wish you all the best.

Sincerely ,

For **Xylem Learning Private Ltd**



Noufal Niyas T

H R Manager



<i>Salary Break Up</i>	<i>Per Month</i>	<i>Per Year</i>
Basic	8910	106920
Dearness Allowance	4800	57600
Other Allowance	1290	15480
Gross Salary(A)	15000	180000
<i>Deductions</i>		
PF	1646	19752
ESI	113	1356
Total(B)	1759	21108
Net Salary (A-B)	13241	158892
<i>Employer Contribution</i>		
PF Management Contribution	1645	19740
ESI Management Contribution	488	5856
Employer Net Contribution(C)	2133	25596
Total CTC (A+C)	17133	205596

In alignment with state and national laws, your compensation structure encompasses statutory deductions such as TDS, PT, and WWF, subject to change based on regulatory updates.



Noufal Niyas T
H R Manager





METTLE MINDS 3RD FLOOR EM COMMERCIAL CENTRE METRO PILLAR
NUMBER 364,

NATIONAL HIGHWAY 47
KOONAMTHAI, EDAPPALLY,
ERNAKULAM, KERALA 682024

Letter of Intent

Dear,

Mr. NEIL GEORGE PARAKKAL,

Date: 21/06/2024

This is in reference to the discussion you had with us. This is to confirm our intent to offer you a position as per the details below:

Designation: Business Associate

Date of Joining : 2nd July, 2024

You will be further introduced to a five level Global Leadership Program. Each level is designed to teach you all the aspects of Business Management viz.

Personal Development,
Team Management, Human Resource / Recruiting, Client Acquisition / Retention,
Customer service and Project Management. Your Job Position is further described in
Appendix A attached with this document.

Further Terms & Conditions of your employment are compiled in Appendix B & C
attached with this document respectively. Your formal BA Agreement Copy is
subjected

to submission of your bonafide documents on the date of joining. We encourage an
open environment conducive to active learning and participation. Do not hesitate
to ask any relevant questions that might help you in your development. .

Documents to be submitted

Before your date of joining, you are required to submit the following
documents to the HR department:

1. Academic Documents (12th, Graduation, PG if any)
2. Photo ID Proof - Documents that can be taken as valid ID proof:
 - (1) Aadhar Card
 - (2) Pan Card
 - (3) Voters ID Card
3. Address Proof - Documents that can be taken as valid Address proof:
 - (1) Passport
 - (2) Driving License
 - (3) Voters ID Card (if it has address)
4. Release/Relieving/Experience letter from previous employer / Accepted copy of

the resignation from the current employer (if applicable)

5. Copy of Pass Book / Copy of Bank Statement

6. 2 Passport size Photographs

You are required to submit the above-mentioned documents within 3 days from the date of joining, failure to which this offer will stand automatically withdrawn or cancelled.

METTLE MINDS reserves the right to terminate your services in event of any absenteeism during the Training Period. Trainee shall ensure that **METTLE MINDS** intellectual property is protected at all times and not do anything to sabotage the company's reputation. Company is not liable for any payments, in case trainee leaves within 21 days. The candidate shall not divulge (through any mode of correspondence) any of company's details to anyone who is not working with **METTLE MINDS**, misrepresenting Company or company's channel partners or giving incorrect product information or not complying with any of the above-mentioned rules will attract a penalty and termination of contract.

We are extremely pleased that you have chosen to join us and we look forward to have you as part of **METTLE MINDS**.

Appendix A

Position Description

Business Associate

On outset of your employment, you will be joining us as a Business Associate/ Management Associate, where in you will be introduced to a five level Global Leadership Program in which you are provided with a comprehensive training in all the major streams of management including Marketing, Human resource, Financial Planning & Operations.

It is an On-Job Training programme where in you'd be provided with performance based remuneration which is further explained in Appendix B.

Job Overview:

Level 1: Systems & Client Representation

(Marketing/Sales/Advertising/Promotions)

Level 2: Development into a Leader

(Human Resource Development)

Level 3: Development & Performance Appraisal

(Human Resource Management)

Level 4: Risk Assessment and Administration

(Finance Management)

Level 5: Understanding Management.

(Business Management)

On an average the training period is of 12-18 months where in the person covers all the level of development from Level 1-Level 5 in the Company. *After the completion of training period the person continue working with us as a Business

Manager/Business Development Manager within the organization.

*There is no as certain period in which you will be promoted from one level to another, its specifically based on your performance and certain predefined criteria which you need to achieve for moving to one development level to the other.

Appendix B

TERMS AND CONDITIONS

1. WORKING DAYS

We work from **TUESDAY to SUNDAY** (Full Time), **MONDAY** would be a week off for you.

2. WORKING HOURS

Work timings would be 8 AM to 6.30 PM, A day out of which 3-4 hours per day would be completely dedicated to various behavioral and managerial training.

3. PERIOD OF ENGAGEMENT

Subject to these terms the period of your employment is regarded as ongoing, we don't sign any legal bond or contract which binds you to work with us for a notified period of time. You can leave the organization any given time, provided a 30 days prior notice, contrary to which you can replace yourselves on the given position.

4. REMUNERATION STRUCTURE

We have put together a competitive commission scheme to ensure you are competitively awarded for your efforts and success. Your weekly

commissions will be paid to you by cheque / ELECTRONIC FUND

TRANSFER each Saturday 2 weeks in arrears (i.e. for sales submitted and activated in the first week, the commission

will be paid to you by the third week on Friday with CHEQUES /ELECTRONIC FUND TRANSFER

dated SATURDAY).

BA Strokes:

1. 10% of the annual donation value after the first debit (Claw-back in case of subsequent unsuccessful debits)

2. 6.6667% of the annual donation value post 3 successful debits

Example :

Value

An

Don V

Post

500

3000
1500
6000
9000
BA
Strokes (750

1st Debit) Balance post 3rd Debit
18000

36000
Monthly

Donati

on

600 400 900 600 1800 1200

3600 2400

BA Strokes will not be paid in case of below mentioned:

I. NACH

a. Donors want to donate for less than 18 months

II. ONLINE

- a. Canceled while verification
- b. Donors wanting to donate for less than 18 months

Claw back

In case of second and / or third debit failures or the donor verbally expressing that they would like to make donations for a period of less than 12 months; the first debit commission paid will be recovered

SECURITY BOND

The franchisee office will take a security bond of Rs. 15,000/- from you by taking deductions from your weekly earnings until the full amount is held. This bond will be held as security against:

- a. Loss or damage to or ITS CLIENTS property (for example stands, presentation folders or booklets)
- b. Rejection of customer contracts
- c. Refunds owed to customers on account of misrepresentation
- d. Any other sums owed to **Company Name**

An amount of your earnings is transferred into your personal bond account weekly to cover any rejects that may be deducted, which would be transferred to your account to you after NINE MONTHS (Two seventy days) after the end of the month of termination of this Agreement. It will be your responsibility to contact/mail us after the NINE MONTHS (Two seventy days) and collect the bond amount payable from the office.

5. ENSEMBLE

TUESDAY - FRIDAY:

(Male: Formal Trousers, Shirts, Neck Tie, Formal Shoes)

(Female: Western Formals, Decent Indian Formals, Minimal/Formal Jewelry)

SATURDAY AND SUNDAY: Smart Casuals

6. CLIENT SERVICING

- Our goal of providing high quality, cost effective service to our *(members/clients/patients)* and functioning as a centre of excellence can be maintained and enhanced only with your assistance.

- Respect the privacy of the donor at all times by concluding a sales call, by visit or telephone, immediately on the request of the donor.

- Provide a professional efficient, courteous and diligent service to donors. • Present themselves before the parties concerned in a formal manner. • Shall be polite with donors and shall not discriminate whether with respect to gender, race, religion, age or disability.

- Maintain cordial relations with donors and restrain themselves from making any unwelcome advances or using language that may causedistress or offence.

Appendix C

Summary Termination

At any time, the Employer may by notice in writing summarily terminate the services of the Employee under this agreement if the Employee:

- Accept cash in any condition from donor/ customer (Deal can only be closed only through the official site in favor of the respective clients)
- Engages in any act of commission or omission constituting serious misconduct in respect of their duties;

- Wilfully fails or neglects to perform or carry out their powers, functions or duties in an agreed manner;

- Is engaged in any conduct which may tend to injure the reputation or standing of the Employer;

- Refuses or neglects to comply with any lawful and reasonable order given to them by the Employer or any other person duly authorized by the Employer;

In joining our team, you share our commitment to providing the best service to our members/clients/patients. For this to be achieved, your ideas, suggestions and initiative are

encouraged as we strive to improve the way we work and how we present ourselves to the community at large.

Our working ethics revolve around taking responsibility for decisions, pride in our work, sharing our knowledge and expertise with others, and a willingness to contribute to the resolution of issues collaboratively.

Looking forward to a long and mutually beneficial association.

N Sumatha Priya

BUSINESS HEAD

Private & Confidential

OFFER LETTER

To,
Angel Mariya Joseph
Palliyil House , kuttikad P.O
Thrissur, Thrissur
Kerala

Date : 21-05-2024

Dear Angel Mariya Joseph,

Sub : Offer of Employment - Associate-Customer Service

Further to our recent meetings and discussions, we are pleased to offer you the position of Associate-Customer Service subject to the following terms & conditions.

1. Date of Joining :

Subject to your acceptance of these terms, your employment will commence on or before 22-05-2024. In the current scenario, the Onboarding will be Virtual and the information related to the same will be sent to you before the joining date.

2. Location :

Your initial employment location will be our office at Module No. 104, 4th Floor, Ganga Building Technopark Phase III, Trivandrum, Kerala – 695581, India. The Company may transfer you to other locations from time to time.

3. Cost to company :

Your total employment Cost to Company (CTC) will be INR 312000 (Rupees Three Lakh Twelve Thousand) per annum. Please refer to Annexure I for details.

You will be eligible to participate in the Company's employee benefit Plans as are generally made available to similarly situated employees of the Company, subject in each case to the terms and conditions of the Plan in question. Full details of these Plans will be provided when you join employment. All amounts payable to you shall be subject to deduction of tax at source as per applicable law from time to time. Deductions will also be made in accordance with other applicable laws and for contributions to employee benefits schemes as may be applicable from time to time (e.g. provident fund, ESI). Your remuneration will be subject to revision as per the Company's compensation policies and guidelines in effect from time to time.

Private & Confidential

OFFER LETTER**4. Probation :**

You will be on probation for a period of 6 months from the date of your joining employment. During your probation, your employment is provisional and subject to successful completion of your probation. During this period, your performance will be reviewed by your line manager and you are expected to demonstrate the technical and functional skills(as applicable) associated with your position together with the core values of the Company including but not limited to, cooperation, teamwork and a positive attitude. Failure to perform as expected may result in the termination of your employment or extension of your probation period for a further period of 3 months. If you successfully complete your probation, you will be deemed to be a permanent employee of the Company and will be communicated to you through formal written communication. Any extension of probation or termination will be communicated to you in writing.

5. Notice Period :

While you are on probation, you may resign from the services of the Company by giving the Company prior written notice of 30 days or salary in lieu thereof. Once your services with the Company are confirmed, you may resign from the services of the Company by giving the Company prior written notice of 90 days or salary in lieu thereof. However, the Company reserves the right to accept or reject your proposal based on business requirements.

During your probation, you may be discharged from the Company's services at any time with 30 days prior notice or salary in lieu thereof, without assigning any reason. Upon confirmation, the Company may terminate your employment at any time after providing you 90 days advance notice or payment of salary in lieu thereof.

6. Pre - Conditions :

This offer, and should you accept this offer, your continued employment with the Company, are subject to and conditional on the following:

- a) All the facts mentioned in your resume and stated during other discussions with the Company during the interview process being true and correct;
- b) Verification of the original documents listed in Annexure II. (Please bring the originals of these on your date of joining work); and
- c) The Company receiving satisfactory references and/or background check results as the Company may seek in its discretion. The Company may undertake a background and/or verification check prior to or at any time subsequent to your joining employment and may engage the services of a third party agency to undertake the same.

The Company may disclose your personal information to such agency solely for the purpose of undertaking the necessary verification on behalf of the Company.

Private & Confidential

Please note that in the event the Company is not satisfied with any of these items, the Company reserves the right to withdraw this offer or rescind your employment contract with the Company. If at any time during your employment, any of the facts or documents submitted by you are found to be false, your services are liable to be terminated immediately without any notice or compensation. The Company assures you that any personal data and information collected from you will be used only in connection with this offer and your employment with the Company (should you accept this offer) and shall be protected from unlawful disclosure in accordance with the Information Technology Act, 2000 as amended from time to time.

7. Other Terms and Conditions of Employment :

This is a full time position and you will be required to devote the whole of your time and efforts to your employment with the Company. On joining employment, you will be required to sign and agree to be bound by the standard terms and conditions of employment of the Company. In addition to these terms, your employment will also be governed by all applicable rules, regulations and policies of the company that are in force from time to time.

8. No Conflict :

If you accept this offer, you will be confirming that you are not party to any agreement or arrangement which in any way restricts, prohibits or debars you from accepting the offer made by the Company including but not limited to any non-compete, non-disclosure or restrictive agreement or terms and that you will have no continuing obligations or restrictions which will apply to you from the date of commencement of your employment with the Company or if you are so bound, that will honour such covenants and agreements.

This offer will remain open for a period of five working days. If this offer is acceptable to you, please confirm your acceptance in writing via electronic mail to your recruiter on or before 23-05-2024. If no such intimation of acceptance is received on or before the said date, this offer shall stand automatically withdrawn.

Should you have any questions with regard to this offer, please do not hesitate to get in touch with your point of contact in Talent Acquisition Team.

We hope you will find this offer acceptable and look forward to you joining the Company.

For Allianz Services Private Limited,



Surej Pillai
Group Manager-People Experience



Jison John
Managing Director

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Annexure - I

Name : Angel Mariya Joseph
 Grade : AGS 5
 Designation : Associate-Customer Service

Components	Monthly (INR)	Annual (INR)
Base Pay		
Basic	6677	80122
Co's contribution to PF	1800	21600
Gratuity	321	3854
Choice pay		
Food Coupons	2500	30000
LTA	556	6674
Medical Expenses	1250	15000
Transport	1600	19200
HRA	2671	32049
Statutory Bonus*	583	7000
Other allowance	6804	81644
Gross	24762	297143
Variable pay		
Annual Bonus **	1238	14857
Final CTC	26000	312000

*Statutory Bonus will be paid in April

**The Annual Bonus Scheme is paid out at the company's sole discretion based on both the company and individual performance. Only those employees who joined the organization on or before 30th September of a year and continue to be on company rolls on the last day of March in the subsequent year (i.e. the year of payment) are eligible for Bonus.

Employees who have resigned and are serving notice as on the last day of March (in the year of payment) are also not eligible for this bonus scheme. Annual Bonus is usually paid in the month of April.

Increments are paid out in April for the employees who joined on or before 30th September of the previous year and will be at the discretion of the company, based on individual performance as well as company performance, business outlook and other relevant factors.

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Explanation of Compensation

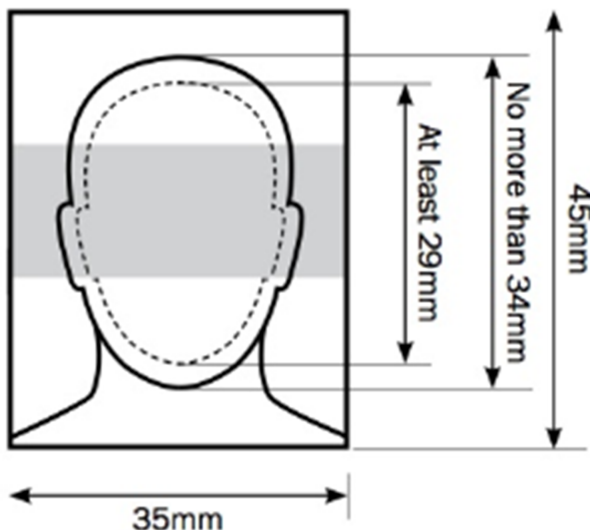
Components	Description
1. Base Pay	The fundamental salary component to which many other compensation components are linked.
2. Retirals	These elements of compensation are not paid out until later when certain conditions are met.
2.1 Provident Fund (PF)	12% of monthly wage to a maximum of INR 1800/-.
2.2 Gratuity	4.8% of Basic Salary, which is included as a part of your Annual Remuneration denotes the company's contribution to the Gratuity Fund based on actuarial calculations. You are not entitled to this amount as a cash component as this is intended to be a retirement benefit. Gratuity is payable to you as per the Payment of Gratuity Act, 1972, on cessation of your employment after at least 5 years of continuous service with the Company.
3. Choice pay	Choice Pay allows employees to choose a benefit basket that suits their needs. For certain elements, employees may avail of tax exemptions as per prevailing tax laws. The elements are listed below.
3.1 Leave Travel Allowance	LTA can be used for up to a maximum of economy class airfare or First Class Train fare twice during a 4 year block period as per Income tax rules.
3.2 Medical Expenses	Rs. 15,000/- per annum. To be used for medical expenses.
3.3 Food Coupons	Upto a Maximum of Rs. 2500/- per month.
3.4 Transport	Maximum Rs. 1600/- per month. To be used for vehicle expenses.
3.5 House Rent Allowance	Maximum 40% of Basic Salary per annum. To be used for house rent.
3.6 Statutory Bonus	Statutory Bonus is payable as per the provisions of the Payment of Bonus Act, 1965 to eligible employees.
3.7 Other allowance	Remaining of Choice Pay funds and is a taxable amount.
3.8 Annual Bonus	The Annual Bonus Scheme is paid out at the company's sole discretion based on both the company and individual performance.

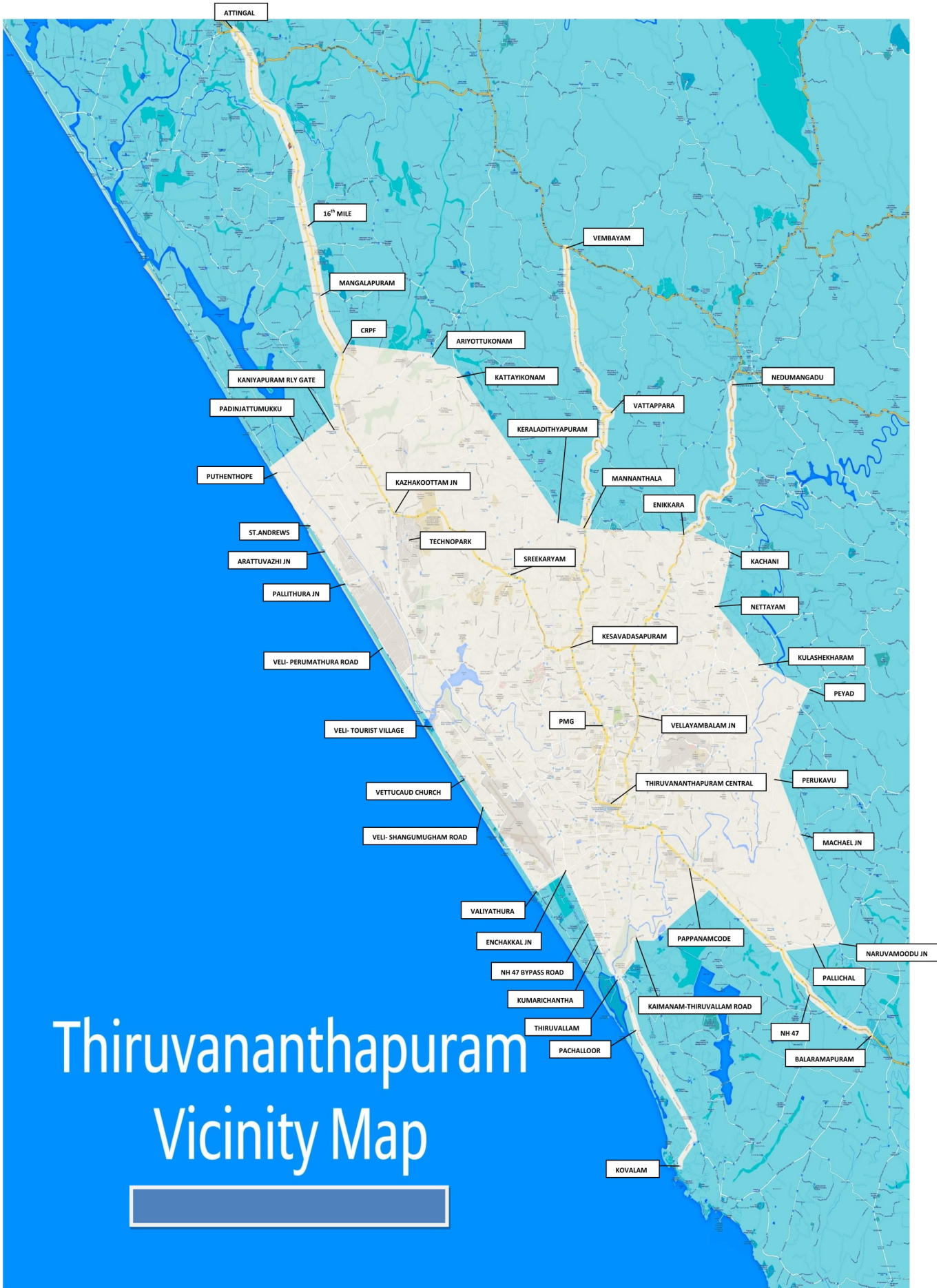
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Annexure - II

Following are the mandatory list of original documents you will need to produce on the date of Joining. An electronic version of these documents will be required to be submitted for our background verification agency, who will contact you for initiating background verification process

1. Educational Certificates and marklists (10th, +2, Graduation) (Original and 1 Copy)
2. Experience Certificate from past employer(s) (Original and 1 Copy)
3. Relieving letter from the past employer(s)(Original and 1 copy)
4. Pan Card (Original and 1 Copy) or copy of Form 49A if the PAN Card is not available. It is mandatory to have Permanent Account No. for all salaried employees.
5. Pay Slips from last employer - Last 3 months
6. Address Proof (any of these): Passport, Driving License, Ration Card, Voter -ID, Rental Agreement. (Original and 1 Copy)
7. Aadhaar Card (1 Copy & Original). Aadhaar Card is mandatory for Statutory Benefits (PF /ESI).
8. Universal Account Number (UAN) & Employee State Insurance (ESI)Number, if you have received it from your Previous Employer.
9. Three passport size photographs with 35mm Width and maximum 45mm height with white background.







To,

Name : Gayathri Sreenivasan

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Gayathri Sreenivasan,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 7 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process as well as using any unethical, unauthorized or wrongful/unfair means during any assessments or during the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked with immediate effect.

- **Information on Accenture's Fundamental Skill Primers - Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go

through the Fundamental Skill Primers assessment

- After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - **Packaged App Development Associate**
- **Annual fixed compensation** for the fiscal will be **INR 3,00,000**; this includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms.
- **Individual Performance Bonus (IPB)** - At your career level, the maximum annual variable pay-out is estimated as **INR 25,500/-** subject to the overall terms and conditions of the IPB, including but not limited to your performance achievements and the Company's performance.
- **Maximum Annual Total earning potential – INR 3,25,500/-**
- **Additional Notional Benefits: Gratuity** for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic) – **INR 5,000 /-**
Notional Insurance Premium paid by Company – **INR 13,700 /-**
- **Annual Total earning potential + Additional Notional Benefits – INR 3,44,200/-**

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

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Provisional Offer : BUSINESS PROCESS SERVICES
Ref: TCSL/DT20234472965/Bangalore/BPS/BTN
Date:03/01/2024

Dear Ms. Nandana K R,

Sub: Letter of Provisional Offer and Terms of Employment.

Thank you for exploring opportunities with **Tata Consultancy Services Limited(TCSL)**. You have successfully completed our initial selection process and we are pleased to make you a provisional offer of Traineeship.

You have been selected for a twelve month traineeship program at grade BPOS. You will receive a fixed monthly stipend during your internship. Your stipend amount will be decided on the basis of joining location and the process in which you will get allocation. The same will be communicated to you along with the detailed offer letter.

Kindly confirm your acceptance on the traineeship offered by signing Annexure 1. If not accepted within 30 days of receipt, this offer of traineeship is liable to lapse at the discretion of the Company.

This is a provisional offer of traineeship and should not be construed as an Offer of Employment from TCSL. A detailed offer of traineeship will follow within 7 days from completion of all documentation formalities and your aforesaid acceptance on this provisional offer. The Offer of traineeship will be made to you provided this - opportunity continues to be available with TCSL.

Your traineeship with TCS is subject to your being declared medically fit and retaining that fitness during the tenure in the company and your Background / Reference check being favourable and acceptable to the Company.

On joining and successful completion of all Joining formalities including the back ground verification, you will be issued a Letter of Appointment by TCSL.

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

Private and Confidential

TCSL/DT20234472965

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

No 42, Think Campus, Electronic City phase II, Bangalore - 560 100, Karnataka India

Ph.: +91 80 6724 2000 Fax 91 80 2852 1910 E-mail: corporate.office@tcs.com, Website: <http://www.tcs.com>

Registered Office: 9th Floor, Nirmal Building, Nariman Point, Mumbai 400 021

Corporate Identification No. (CIN): L22210MH1995PLC084781



Please also note, TCS BPS provides company transport facility within a pre-defined radius for each location as defined in the company transport policy. Those living beyond these boundaries would be required to make their own arrangements to reach the nearest location convenient to them from where they can be picked up or dropped.

Yours Sincerely,

For **Tata Consultancy Services Limited.**

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click Here](#) or use a QR code scanner from your mobile to validate the offer letter

ANNEXURE 1

For the candidate to complete:

This is to confirm that I have received & hereby accept the Provisional Letter of Traineeship Ref No **TCSL/DT20234472965/Bangalore/BPS/BTN** on _____(DD/MMM/YYYY).

Signature:

Name:

Date:



To,

Name : Riyaan Jamaludhin

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Riyaan Jamaludhin,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 7 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process as well as using any unethical, unauthorized or wrongful/unfair means during any assessments or during the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked with immediate effect.

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We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

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To,

Name : Sreelakshmi M R

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Sreelakshmi M R,

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