



Offer: BUSINESS PROCESS SERVICES
Ref: TCSL/DT20206353484/Mumbai/BPS/BTN
Date: 29/10/2020

Mr. Onkar Abhay Kanitkar
Bldg No. 123, Room No. 4080, Near Mother Dairy Road, Nehru Nagar, Kurla East Mumbai

Nehru Nagar
Mumbai-400024
Maharashtra
Tel# 91-9619179944

Dear Mr. Onkar Abhay Kanitkar,

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. **13,750/-** 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**.

Rustom Beheram Sigamoria
Head Talent Acquisition, TCS Business Process Services



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/DT20206353484/Mumbai/BPS/BTN** on 10/29/2020 (MMM/DD/YYYY).
I hereby accept this Offer and intend to join traineeship on:

Signature:

O. A. Kanitkar

Name: Onkar Abhay Kanitkar



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.

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.

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.

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 29-10-2020 .

I hereby accept this Offer and intend to join service on 29-10-2020.

Name: Onkar Abhay Kanitkar

Address: Bldg No. 123, Room No. 4080, Near Mother Dairy Road,
Nehru Nagar, Kurla (East) Mumbai- 400024.

Signature: 

Date: 29-10-2020

Private and Confidential
TCSL/DT20206353484

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited
Wellspring Godrej & Boyce Complex Plant No 12, Gate No 4, LBS Marg Vikhroli West, Mumbai - 400079
Ph.: +91 22 6778 3000 Fax 91 22 6778 3300 91 226778 3399 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