

HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



REGISTRAR 

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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

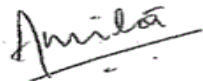
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilандаikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



REGISTRAR 

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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Gurucharan D A

August 25, 2022

HCL

Gurucharan D A

REGISTRAR



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Offer Release Date: August 22, 2022

**Dear Tabjula Sireesha,
D.NO.10-395, Upstairs, Adimurthy Nagar,, Anantapur,
Andhra Pradesh, India, 515001**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Tabjula Sireesha,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 23, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** . Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.


On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:

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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

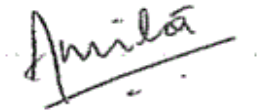
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

Signature of Employee:



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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as “HCL” or “Company”) and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as “confirmed” on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

Signature of Employee:




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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility

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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

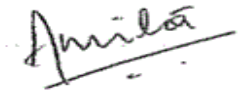
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.


Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

Signature of Employee:



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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

Signature of Employee:



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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

- ✚ Basic Salary
- ✚ Monthly Allowances
- ✚ Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

**Permanent Address: D.NO.10-395, Upstairs, Adimurthy Nagar,, Anantapur,
Andhra Pradesh, India, 515001
Email ID: sireeshatabjula25@gmail.com
Telephone Number: 6301157127**

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NON-DISCLOSURE AGREEMENT

This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

Signature of Employee:




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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.

4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.

5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.

6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the

- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is

- iii. performed in the same geography / market where I provided services for the Company.

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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Tabjula Sireesha

August 22, 2022

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Offer Release Date: August 25, 2022

**Dear Sparsha K H,
Bittagowdanahalli, Hanumanthapura Post,
Gorur Road, Hassan, Hassan - 573201**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Sparsha K H,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** . Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



REGISTRAR


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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

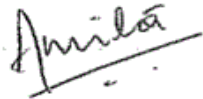
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

Signature of Employee:



REGISTRAR


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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

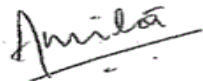
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**



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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



REGISTRAR 

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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Sparsha K H

August 25, 2022

HCL

Sparsha

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Offer Release Date: August 28, 2022

**Dear Chellaboina Upendra Yadav,
Door No:15/1131,Modampalli Street,Proddatur, Kadapa,
Andhra Pradesh, India, 516310**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Chellaboina Upendra Yadav,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 30, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** . Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:




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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

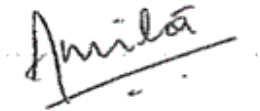
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das

Senior Vice President

Head-Global Rewards

Signature of Employee:




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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as “HCL” or “Company”) and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as “confirmed” on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

Signature of Employee:




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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility

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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

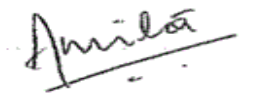
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

Signature of Employee:



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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

Signature of Employee:



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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

- ✚ Basic Salary
- ✚ Monthly Allowances
- ✚ Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

**Permanent Address: Door No:15/1131,Modampalli Street,Proddatur, Kadapa,
Andhra Pradesh, India, 516310
Email ID: upendrayadav1abc@outlook.com
Telephone Number: 6302283947**

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.

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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Chellaboina Upendra Yadav

August 28, 2022

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Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

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Offer Release Date: August 25, 2022

**Dear Fabian Daniel J,
#122/B,2nd floor,Hennur village,Hennur cross,
Bamgalore, Bangalore, Karnataka - 560043**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Fabian Daniel J,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** . Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

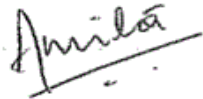
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

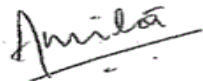
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

HCL TECHNOLOGIES LTD.

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Technology Hub, Special Economic Zone

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Fabian Daniel J

August 25, 2022

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Offer Release Date: August 25, 2022

**Dear Gajulapalli Naga Venkata Sravanthi,
opposite to Naidu Apartment , bank
colony,Near RTA office , Narsipatnam , Vizag
(DIST)., Vizag, Andhra Pradesh - 531116**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Gajulapalli Naga Venkata Sravanthi,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as [**GRADUATE ENGINEER TRAINEE (GET)**] in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** . Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

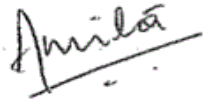
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

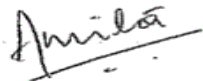
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

Signature of Employee:



REGISTRAR


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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Gajulapalli Naga Venkata Sravanthi

August 25, 2022

Signature of Employee:

HCL

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Offer Release Date: August 25, 2022

Dear Deekshitula N V P S Sharanya
5-3-714,PLOT NO-108/B,VIJAYAPURI COLONY
PHASE-1,VANASTHALIPURAM, Hyderabad,
Ranga reddy, Telangana - 500070

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Deekshitula N V P S Sharanya,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** . Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

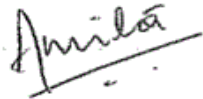
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:



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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

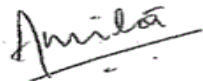
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**



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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.
- For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):
- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
 - ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
 - iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Deekshitula N V P S Sharanya

August 25, 2022

Signature of Employee:

HCL

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Offer Release Date: August 25, 2022

Dear Monika J
Door number #482 ganeshapalya
muthyalpet , Mulbagal, Kolar,
Karnataka - 563131

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Monika J,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** . Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:





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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

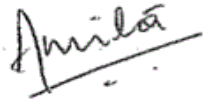
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:



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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

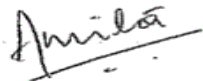
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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Signature of Employee:



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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

Signature of Employee:

HCL

[Handwritten Signature]

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Monika J

August 25, 2022

Signature of Employee:

HCL



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Offer Release Date: August 25, 2022

**Dear Mandula Venkata Sai Charan,
5-161A, TELUGU PETA, SIRIVELLA, SIRIVELLA
MANDAL, KURNOOL, Kurnool, Kurnool,
Andhra Pradesh - 518563**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Mandula Venkata Sai Charan,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** . Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

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HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

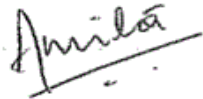
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

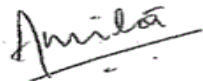
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

HCL TECHNOLOGIES LTD.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014, Extn : 04226657526
12	Vijayawada	State Street HCL Services Private Limited Medha IT Towers, Third Floor, Kesaraipalli, Gannavaram, Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

Signature of Employee:



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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Mandula Venkata Sai Charan

August 25, 2022

HCL

Sai Charan

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Offer Release Date: August 25, 2022

**Dear Udit Debnath,
3 Thakur Ramkrishna Lane, Garfa, Kolkata,
Kolkata, West Bengal - 700075**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Udit Debnath,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3**. Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

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Signature of Employee:




REGISTRAR

HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

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www.hcl.com

At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

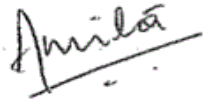
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

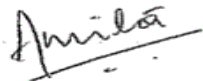
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

Signature of Employee:



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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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Signature of Employee:



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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

HCL

[Handwritten Signature]

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**



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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Udit Debnath

August 25, 2022

Signature of Employee:

HCL

Udit Debnath

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Offer Release Date: August 25, 2022

**Dear Kodavati Vivek Chowdary,
kovvur,srinivasapuram,beside
kalyanamandapam, kovvur, west godavari,
Andhra Pradesh - 534350**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Kodavati Vivek Chowdary,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

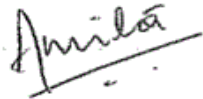
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

Signature of Employee:



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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

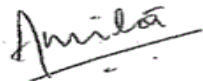
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:


Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

10

HCL Confidential

Signature of Employee:



 REGISTRAR



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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

Signature of Employee:



REGISTRAR 

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Kodavati Vivek Chowdary

August 25, 2022

Signature of Employee:

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Offer Release Date: August 25, 2022

**Dear Tanya Rajaji,
Flat no 101, Reddys Paradise, 4th cross
ex servicemen colony, Banaswadi, Bangalore,
Bangalore Urban, Karnataka - 560043**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Tanya Rajaji**,

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

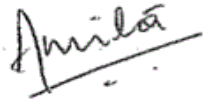
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.



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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

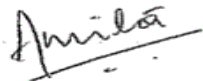
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

Signature of Employee:



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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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Signature of Employee:



 REGISTRAR 

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Tanya Rajaji

August 25, 2022

Signature of Employee:

HCL



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Offer Release Date: August 25, 2022

**Dear Raveena M,
22/3,shree Rama temple street, Coxtown,
jeevanahalli, Bangalore, Bangalore,
Karnataka - 560005**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Raveena M,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

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Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

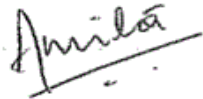
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:



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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



REGISTRAR 

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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

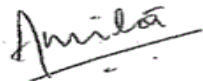
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Raveena M

August 25, 2022

Signature of Employee:

HCL

Raveena

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Offer Release Date: August 25, 2022

**Dear Meghana Dasari,
Drno 1-3-104, Gaddalaguntha Palem,
Near Moody Bommalu, Ongole,
PRAKASAM, Andhra Pradesh - 523001**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Meghana Dasari,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

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HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

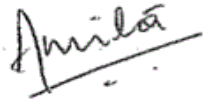
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

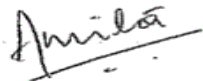
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

HCL TECHNOLOGIES LTD.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



REGISTRAR 

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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Meghana Dasari

August 25, 2022

Signature of Employee:

HCL

Meghana Dasari

REGISTRAR



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Offer Release Date: August 25, 2022

**Dear Aman Pasha,
#72,1st A main 15th cross bk Nagar
Yeshwanthpur, banglore 22, Bangalore,
Banglore, Karnataka - 560022**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Aman Pasha,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.


[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



REGISTRAR


HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

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Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

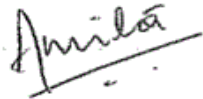
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

Signature of Employee:



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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:



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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.



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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

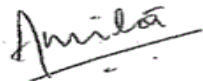
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

Signature of Employee:



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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Aman Pasha

August 25, 2022

Signature of Employee:

HCL

Aman Pasha
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Offer Release Date: August 25, 2022

**Dear Gudditi Meghana,
19-1-2a,chintala chenu tirupathi
chitoor district, tirupathi, chitoor,
Andhra Pradesh - 517501**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Gudditi Meghana,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

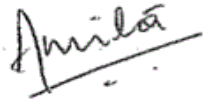
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

Signature of Employee:

HCL

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

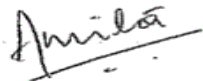
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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[Handwritten Signature]

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Gudditi Meghana

August 25, 2022

Signature of Employee:

HCL

Meghana

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Offer Release Date: August 25, 2022

**Dear Sanya Rai,
Suncity Gloria, Sarjapur Dommasandra Rd, opp.
Decathlon, below Carmelaram, Ambedkar Nagar,
Chikkabellandur, Bengaluru, Karnataka 560035**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Sanya Rai**,

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3**. Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.


On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

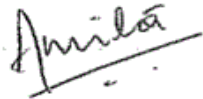
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

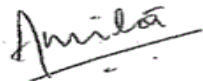
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilандаikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**



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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Sanya Rai

August 25, 2022

Signature of Employee:

HCL

Sanya Rai

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Offer Release Date: August 25, 2022

**Dear Komal N,
No.10, 1st B main road, ganganagar near Four
Seasons,Bangalore, Karnataka - 560032**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Komal N,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.


On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

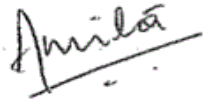
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

Signature of Employee:



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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

HCL

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

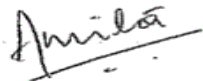
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

Signature of Employee:



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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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HCL Confidential

Signature of Employee:

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Komal N

August 25, 2022

Signature of Employee:

HCL



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Offer Release Date: August 25, 2022

**Dear Gagan Singh,
#29 singapura paradise, vidyaranyapura Post,
Bengaluru, Karnataka - 560097**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Gagan Singh**,

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3**. Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.


On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

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HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

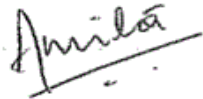
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.



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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

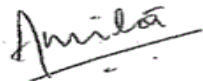
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:


Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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Signature of Employee:



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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102



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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**



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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Gagan Singh

August 25, 2022

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Offer Release Date: August 25, 2022

**Dear Lekha K H,
Gandhiji road, Bangalore,
Karnataka - 560016**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Lekha K H,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.


On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

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Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

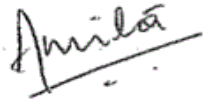
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:





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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

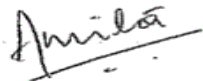
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

10

HCL Confidential

Signature of Employee:



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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilандаikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

Signature of Employee:

HCL

[Handwritten Signature]

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Lekha K H

August 25, 2022

Signature of Employee:

HCL

Lekha K H

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Offer Release Date: August 25, 2022

**Dear Parshaw Bhattacharjee,
210 - C, Ganga Villa Apartment, Jhun
Jhun Mahal Janta Road, Yarpur,
Gardanibagh, Patna, Bihar - 800001**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Parshaw Bhattacharjee**,

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

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HCL Confidential

Signature of Employee:





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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

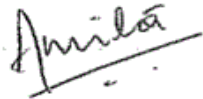
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

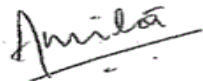
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

Signature of Employee:



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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.
- For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):
- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
 - ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
 - iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Parshaw Bhattacharjee

August 25, 2022

HCL

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HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

T +91 120 6125000 F +91 120 4683030

Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

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Offer Release Date: August 25, 2022

**Dear Saniya Ahmed N,
#35 2nd cross p and t colony.
Rt nagar post office. Bangalore
Karnataka - 560032**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Saniya Ahmed N,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.


On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

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Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

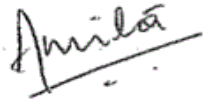
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

Signature of Employee:



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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

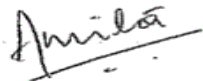
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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Signature of Employee:

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Saniya Ahmed N

August 25, 2022

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Offer Release Date: August 25, 2022

**Dear Meghana D N,
Doddacheemanahalli kundana post
Devanahalli taluk Bangalore Rural,
Karnataka - 562110**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Meghana D N,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.


On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:



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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

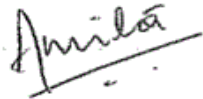
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

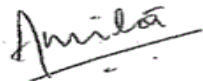
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



REGISTRAR 

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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Meghana D N

August 25, 2022

Signature of Employee:

HCL
Meghana D N
REGISTRAR


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Offer Release Date: August 31, 2022

**Dear B Jaswanth Reddy,
3-978 Ramapuram Gramam Ramavaram, Kurnool,
Andhra Pradesh, India, 518122**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **B Jaswanth Reddy,**

Congratulations! With reference to the interviews conducted by HCL Technologies Ltd. ("HCL" or "Company"), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 31, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** . Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:




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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

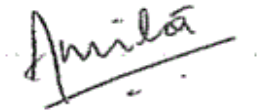
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Ltd.



Amrita Das
Senior Vice President
Head-Global Rewards

Signature of Employee:



The stamp is circular with 'HCL' in the center, 'AGENCY UNIT' at the top, 'REGISTRAR' at the bottom, and 'BANGALORE' at the very bottom. There are stars on either side of 'BANGALORE'.

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as “HCL” or “Company”) and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as “confirmed” on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility

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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

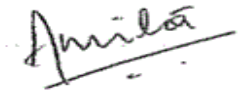
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.


Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

Signature of Employee:



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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
Additional documents (To be submitted on request – Only if required)	
<ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address. 	
Things to Remember	
<ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. 	
Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkm High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

Signature of Employee:



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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

- ✚ Basic Salary
- ✚ Monthly Allowances
- ✚ Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

**Permanent Address: 3-978 Ramapuram Gramam Ramavaram, Kurnool,
Andhra Pradesh, India, 518122
Email ID: reddyjaswanth586@gmail.com
Telephone Number: 9908423918**

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.

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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

B Jaswanth Reddy

August 31, 2022



Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 1221638

Letter of Offer ("L/O")

Dear MARAM REDDY MADESH REDDY,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.



The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this L/O, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.


REGISTRAR 

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Offer shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our Offer to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Offer.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com, please ensure below format of email subject -

For queries on Letter of Offer (L/O), write to use with e-mail subject as: **Query on L/O - Superset ID 1221638**

For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1221638**

In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1221638**

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

MARAM REDDY MADESH REDDY

Analyst and A4

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000/- (Rupees Four Lakh only)**. On completion of 1 year of service from your date of joining, you will receive fixed one-time incentive of **INR 25,000/- (Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950


REGISTRAR


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Offer Release Date: August 25, 2022

**Dear Nithya M,
Budigere, Bangalore,
Karnataka - 562129**

Sub: Offer and Appointment letter –GRADUATE ENGINEER TRAINEE (GET)

Dear **Nithya M,**

Congratulations! With reference to the interviews conducted by HCL Technologies Limited (“HCL” or “Company”), we are pleased to inform you that you have been selected for employment in our organization as **[GRADUATE ENGINEER TRAINEE (GET)]** in band **E1.2**

This position is a great match for your talent and skills, and that you will enjoy the professional challenges and growth opportunities associated with this role.

You are requested to join us on **August 25, 2022** at **9:00 A.M** at the following address **Chennai-SEZ, SDB2 Sholinganallur 602/3** .Your joining would be subject to successful completion and compliance with the pre-joining requirements as applicable.

We at HCL believe in our colleagues showing flexibility and willingness to be deployed and rotated across the various locations, geographies and subsidiaries including our Infrastructure and BPO divisions, HCL Axon etc. In line with the same approach, we look forward to your being flexible towards your placement in the company. Your growth in this organization will be in line with your capabilities.

Your Terms and Conditions of employment are detailed in this offer and appointment letter and appended annexure(s).

Your Total Compensation will be INR 600000 per annum outlined in [Annexure I](#).

You will be on probation for a period of **12 months** from the date of your joining. The general terms and conditions governing your employment are outlined in [Annexure II](#).

You will be required to sign a service agreement along with a surety amount of **INR 50,000** in terms of which you also bind yourself to serve the company for a period of at least of **12 months** from the date of Joining. The terms and conditions of such Service agreement shall also be deemed to form part of your contract of employment with the Company.

On the date of joining, you would be required to submit the documents listed in [Annexure III](#). Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

[Annexure IV](#) provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

1

HCL Confidential

Signature of Employee:





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Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

Plot No : 3A, Sector 126, NOIDA 201 304, UP, India.

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At the time of joining, you are required to have completed your degree without any standing arrear/backlogs.

As confirmation of your acceptance, please send an email at HCLB-SchoolRelations@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter extended to you by HCL shall stand withdrawn without any liability.

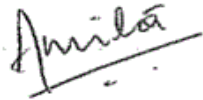
Please note that in case you are unable to report for joining on the respective date, this offer & appointment letter extended to you by **HCL Technologies Ltd.-IOMC** will stand withdrawn without any liability.

As confirmation of your acceptance, please send an email at eschoolinfra@hcl.com within 3 days of receiving this letter and sign the duplicate copy of this Offer & Appointment Letter and Annexure(s) and submit the same on the day of joining failing which this offer & appointment letter noted to you by HCL shall stand withdrawn without any liability.

Welcome to our Organization! We look forward to a mutually fruitful association.

Yours truly,

For HCL Technologies Limited



Amrita Das
Senior Vice President
Head-Global Rewards

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Annexure II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you for the position of **GRADUATE ENGINEER TRAINEE (GET)** . This is to be read in conjunction with the offer & appointment letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Annexure lays down the general terms and conditions of employment to **HCL Technologies Ltd.-IOMC** (herein referred as "**HCL**" or "**Company**") and is a legally binding document.

1. Location:

Your place of work will be located at **Chennai** .

2. Commencement of Employment:

Your period of continuous employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned on this employment contract.

3. Medical Checkup:

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement. The fitness testing (and accompanying results) will not lead to any subjective, discriminatory or unethical actions.

4. Probation

- a) You shall be on probation for a period of **12 months** from the date of your appointment and unless notified in writing, you will be deemed as "confirmed" on completion of your probation period.
- b) Your case for permanent absorption in the employment of the Company shall be considered on your satisfactorily completing the probationary period.
- c) If during, or on the expiry of, the probation period (initial or extended) the Management finds your performance to be unsatisfactory or that you lack the aptitude for the job or that you are not suitable for the job, or the like, your probationary employment would be liable to be terminated, at any time, without assigning any reason.

5. HCL Training Program:

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Training (classroom/on the job) sessions will be conducted after your joining. The training period may be either extended or may be deemed completed earlier, at the discretion of the Management.

6. Notice Period/ Separation:

Your employment with the Company can also be terminated either by the Company or by you by giving the other party 60 days' advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the 'Basic' component of the salary for the balance notice period would be paid to you by adjusting the amounts payable by you to the Company. For the avoidance of doubt, all amounts payable by you to the company would need to be cleared forthwith in the event of such termination. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the 'Basic' component of the salary for the balance notice period along with other amount payable by you to the company, if any. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. Further, the aforesaid requirement of notice may be extended, if mutually agreed by you and the Company.

On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

7. Increments and Promotions

Your growth in terms of role, compensation etc., in the Company will be based on your performance. Your salary will be subject to annual salary review. Salary adjustments effected at the salary review takes into consideration your job performance, movement of remuneration levels, benefits and conditions. Your anniversary performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

8. Agreements:

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

9. Background and Reference Check:

This offer of employment is subject to your clearing our BGV process. As a precondition to accept this Offer Letter, you hereby give your express authorization to the Company (or the appointed third party) to conduct a background investigation on your credentials, as may be necessary and further agree that any misrepresentation in this regard or your failure to clear the BGV process shall give rise to the withdrawal of this offer of employment, and any employment contract which may have been subsequently executed shall be deemed void and ineffectual.

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During the terms of employment, the Company may undertake the process of checking credentials of the Employee in terms of education, previous employment(s), and other information provided in the resumes/CVs as submitted by the said Employees, either on its own or with the help of a third party as and when required. For the avoidance of doubt, the Employee's signature in this Agreement constitutes the Employee's express authorization for the Company (or the appointed third party) to conduct a background investigation on his/her credentials, as may be necessary. Furthermore, the Employee agrees to submit himself /herself to random drug /medical testing at any time during the course of employment as permitted by law.

You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process. The company may also undertake reference check through at least two professional references submitted during the process of selection.

10. Working Hours:

This division works 24x7 Shifts and you will be required to do so as per the need of the organization. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

11. Mobility:

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country

12. Deputation/ Transfer:

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

13. Retirement:

You will retire from service on attaining superannuation at the age of 58 years.

14. Other benefits:

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

15. Transport Facility



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You shall be provided the shift cabs for pick and drop from home to office and vice versa within the limit of 20 KMs as per the company policy.

16. IP, Copyright, Inventions and Patents

All inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights that you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be sole property of the company and you hereby waive any and all right, title or interest, if any, in the same in favor of the company. Further, it shall be your duty to promptly reduce to writing and disclose to the Company all such inventions, discoveries, improvements, copyrightable material, trademarks ideas and concepts and other intellectual property rights, which you may make or conceive. You agree to, at all times, assist the company in every proper and possible way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest the title thereto in the company, its successors, assigns and nominees. Your obligations under this clause shall survive expiration or termination of your employment with the Company.

17. Data Protection:

- a) The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b) The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c) The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d) During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e) The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

18. Exclusivity of service

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **HCL Technologies Ltd.-IOMC**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

19. Confidentiality & Non-Disclosure:

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

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You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those of any other person, company, business entity or other organization whatsoever, or disclose to any person, company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this provision shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

20. Rules, Policies, Procedures:

The Employee must comply at all times with the Company's rules, policies and procedures relating to equal opportunities, harassment, health and safety, e-mail and internet use, and all other rules, policies and procedures introduced by the Company from time to time. For the avoidance of doubt such rules, policies and procedures are not incorporated by reference into this contract and they may be changed, replaced or withdrawn at any time at the discretion of the Company.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include up to termination of your employment with HCL.

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Your appointment 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.

21. Correctness of the Details Furnished:

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

22. Warranty and Undertaking:

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

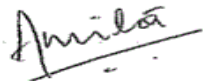
You warrant and agree that you are not entering into this Agreement in reliance on any representation not expressly set out in this Agreement.

23. Changes to the terms & conditions:

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. If the Company changes any of the terms and conditions of your employment, it will notify you in writing of the changes taking effect.

In case of any dispute as to the interpretation of the terms and conditions of your service, the decision of the Company shall be final and binding on you.

Authorized Signatory



Amrita Das
Senior Vice President
Head-Global Rewards

I confirm receipt of and accept the above Terms & Conditions of Employment.

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Annexure III

LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED ONLINE TO FACILITATE PRE-EMPLOYMENT BGV (BACKGROUND VERIFICATION / VALIDATION) AND APPOINTMENT PROCESS IN HCL	
S.No.	Particulars (To be submitted to the Recruiter/Online of the BGV link)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof – Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer – Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required
<p>Additional documents (To be submitted on request – Only if required)</p> <ol style="list-style-type: none"> Highest Qualification- Admit card, college and university official's (Registrar and Director) detail Previous Employer – Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, if company is active, employer's active address. <p>Things to Remember</p> <ol style="list-style-type: none"> The information provided in Resume and background verification form must be same. Information provided in background verification form must be accurate. Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP). Any Gap in Employment or Education must be informed explicitly to the recruiter. <p>Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.</p>	

List of Documents required for joining / induction day (Hard Copies)		
S. No	Document Name	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	1

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2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Passport –Front copy only - for Name & DOB proof.	1
4	10 th Mark sheet, only if passport is not available.	1
5	PAN CARD as ID Proof (Only if passport is not available)	1
6	Passport Size Photographs (Only with white background)	3

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please bring a copy of your Aadhar card on the Induction day, so that HCL onboarding team can ensure the right information is passed on for EPF (Employee Provident Fund) / EPS (Employee Pension Scheme) / UAN (Universal Account Number) account creation/porting etc.
- HCL will only validate the accuracy of the Aadhar Card details for EPF/EPS/UAN and shall not store or use Aadhar card information for any other purposes.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are **0900 to 1830** IST.
- Please ensure your BGV Status is Green, before the Date of Joining, check with your Recruiter on the progress/Status.

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following:

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	Mondays and Thursdays: Triveni Induction Room, First Floor, KNMA Tower, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India) Tuesdays, Wednesdays and Fridays: Akashi Induction Room, Ground Floor, Tower – 1, Gate number -1, HCL Technology Hub, Plot No 3A, Sector 126, Noida - 201313. UP (India)
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd, SAL (602), 6th Floor, Tower 4, Special Economic Zone (SEZ), 129, Jigani Industrial Area, Bommasandra-Jigani Link Road, Bangalore – 562 106
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd,Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013

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7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,HCL IT City, SDC-01, 2nd Floor – Induction Room, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7, Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street Hcl Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

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ANNEXURE IV

EXPLANATION OF COMPENSATION STRUCTURE AND SOME BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

-  Basic Salary
-  Monthly Allowances
-  Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR. 50,000/- spread over 12 months.
- **Bright Hour Allowance (BHA):** BHA is a non-recoverable monthly earning opportunity payable against a declaration by the employee for his/her availability in the Bright Hours and consent to move to any other OMC at any given time working during Bright Hours.
- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR. 21,000/- (excluding variable component) as per the Payment of Bonus Act.

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- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.

VARIABLE PAY

The scope of “Variable Pay” in your compensation structure will be governed based on your “employee group” in HCL.

Advance Monthly Performance Bonus (AMPB): A part of variable pay is paid monthly as Advance Monthly Performance Bonus (AMPB) along with other monthly emoluments. The payout against this amount, will be governed by the Global Bonus policy, as amended from time to time.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. Pay-out against this component will be governed by the EPB policy (as amended from time to time) that is applicable to your employee group.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under ‘Insurance and Medical Benefits’ in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.
 - By default, the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer ‘Medical Insurance policy’ for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees’ State Insurance Act, 1948.**

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Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days' Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

HCL Technologies will correspond with you on the address & contact details mentioned below :-

Permanent Address: 2ndward ,Samrudhi Nilaya, BychapuraRoad,Church Roa, Bangalore, Karnataka, India, 562110

Email ID: rakshasuresh6666@gmail.com

Telephone Number: 7899889699

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This Annexure contains the Employee Undertakings which sets forth certain employee obligations with respect to the protection of the confidential information and legitimate business interests of the Company.

As a condition of my employment and/or continued employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Confidential Information:

Company Information: I shall not use, communicate, or disclose, except for the benefit of the Company, any Confidential Information relating to the Company, its corporate parent, or any of their subsidiaries or affiliates (collectively "**Company Parties**"), to which I have been privy to by virtue of being an employee of the Company. I understand that "**Confidential Information**" for this purpose shall mean and include all information, regardless of the form whether oral, written, stored in a computer database or otherwise, which in any way relates to markets, customers (including, but not limited to customers of any of the Company Parties with whom I interacted or with whom I became acquainted while being associated with the Company), products, patents, inventions, know-how, software, procedures, methods, designs, strategies, plans, assets, liabilities, revenues, pricing lists, customer information, profits, organization, employees, agents, distributors or business in general of any of the Company Parties. I understand that Confidential Information and trade secrets do not include any of the items mentioned above, which have become publicly known and made generally available through no wrongful act of mine, or of others who were under confidentiality obligations, as to the item or items involved. I hereby agree to maintain the secrecy and confidentiality of such Confidential Information.

Former Employer Information: I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Further, I will not bring into the Company premises any proprietary information or trade secret of any such employer, person or entity unless consented to in writing by such employer, person, or entity.

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Third Party Information: I recognize that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and agree to not disclose it to any person, corporation, or entity. I also agree not to use such information except as necessary in carrying out my work for the Company consistent with the Company's Agreement with such third party.

2. Inventions:

Inventions Retained and Licensed: I have shared and declared a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process, or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, which will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any/all invention(s), original works of authorship, development, concepts improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "**Inventions**"), except as provided in sub-section (e) below. I further acknowledge that all original works of authorship created by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire", as defined under the local copyright legislations (and all amendments thereto).

Maintenance of Records: I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my

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employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to the Company and always remain the sole property of the Company.

Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, any such instrument or papers shall continue after the termination of my employment. If the Company is unable to perfect any right, title, interest because of my mental or physical incapacity or for any other reason to fail to secure my signature to apply for or to pursue any application for any local or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

Exception to Assignments: I understand that the provisions of this Annexure requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless: (i) at the time the Invention was conceived or reduced to practice, it related (A) directly to the business of the Company, or (B) to the Company's actual or demonstrably anticipated research or development; or (ii) the Invention resulted from any work performed by me for the Company. I understand further that the laws of certain states would prohibit the assignment of such Inventions. I will advise the Company promptly in writing of any inventions that I believe meet the criteria of this paragraph.

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3. **Returning Company Documents:** I agree that, at the time of leaving the employment of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, software, databases, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns.
4. **Notification to New Employer:** If I leave the employment of the Company, I hereby grant consent to the Company to notify my new employer about my rights and obligations hereunder.
5. **Non-Solicitation:** For a period of six (6) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
6. **Non-Competition:** During 6-month period, immediately following termination of my employment with the Company, unless I receive written authorization from the Company to do so. I will not, directly or indirectly, perform any similar Services for any competing Company including current or former customer and / or prospects of the Company with whom I worked in the past twelve (12) months.

For the purposes of these non-compete provisions, "Similar Services" means, services which meet all or any of the following criteria(s):

- i. work in the competing business / product (e.g. Digital Business; Security; Customer Experience; Marketing etc.) or sector (e.g. Financial Services) in which I worked for the Company; where the
- ii. nature of work remains the same (e.g. selling ITBS Services; Product Architect) and involves the same end clients or prospects, and is
- iii. performed in the same geography / market where I provided services for the Company.



REGISTRAR 

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The Company reserves the right to unilaterally waive this restriction in full or in part at its discretion; the Employee hereby acknowledges and agrees to the same.

In case, the Company initiates separation by way of involuntary termination or redundancy, then this non-compete will not apply.

6. General Provisions Regarding Covenants

Extension of Covenants: If I breach any of my obligations of this Annexure, I understand and agree that the time periods of the obligations that I have breached shall be extended by the period of time of such breach.

Attachment Read, Understood and Fair: I have carefully read and considered the provisions of this Annexure and agree that all of the restrictions set forth are fair and reasonable and are reasonably required for the protection of the interests of the Company and enhancing its goodwill.

- 7. Protection of Systems & Environment:** I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet Usage Policy, Information Security Policy etc., and their modification from time to time. As a part of my job requirement, I may be required to, or would have access to Company's and Company customer's work and computer environment and, as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, Trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems,. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

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8. **Remedies:** By virtue of the duties and responsibilities attendant with my engagement by the Company, I understand that great loss and irreparable damage would be suffered by the Company if I should breach any of the terms of this Annexure. I acknowledge that each such term is reasonably necessary to protect and preserve the interests of the Company. Therefore, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled to, without posting a bond, specific performance, a temporary restraining order and a permanent injunction to prevent a breach or the continuation of a breach of any of the terms of this Agreement.
9. **Representations:** I represent that my performance of all the terms of my employment agreement and this Annexure will not breach any confidentiality agreements prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written Agreement in conflict with any of the provisions of the undertakings in this Annexure.
10. **Integration:** I understand and agree that this Attachment is part of my integrated employment Agreement with the Company, and that the general provisions in the Agreement to which this is an attachment including, without limitation, those provisions concerning reformation and severability, shall be applied when interpreting this Annexure.

Accepted

Nithya M

August 25, 2022

HCL
Nithya M
REGISTRAR




Offer: Computer Consultancy
Ref: TCSL/DT20218113879/Bangalore
Date: 01/11/2021

Mr. Yash Jain
#172/11st Cross,
Kammagondanahalli,
Bangalore-560015,
Karnataka.
Tel# 91-9019954801

Dear Yash Jain,

Sub: Letter of Offer

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

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after

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TATA CONSULTANCY SERVICES

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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REGISTRAR
