Offer: Computer Consultancy
Ref: TCSL/DT20268084725/Bengaluru
Date: 07/05/2026

Ms. Laxmi Jakkappanavar
21Dansur Galli,
Dansur Galli,
Satti Athani-591240,
Karnataka.
Tel# -

Dear Laxmi Jakkappanavar,

Sub: Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Management Trainee** in Grade **Y**.

Your gross salary including all benefits will be **₹5,88,780/-** per annum, as per the terms and conditions set out herein. Annexure 1 provides 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within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.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. You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy.Your offer is subject to a positive background check.

TATA CONSULTANCY SERVICES
No 42, Think Campus, Electronic City Phase II, Bengaluru, 560100, Karnataka. India
Telephone number +91 80 6724 2000 Fax number 9180 2852 1910
e-mail address corporate.office@tcs.com website: http://www.tcs.com
Registered Office: 9th Floor, Nirmal Building, Nariman Point, Mumbai 400021.
Corporate Identification No. (Cin): L22210MH1995PLC084781

COMPENSATION AND BENEFITS

Basic Salary
You will be eligible for a basic salary of **₹15,000/-** per month.

BOUQUET OF BENEFITS (BoB)
Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. **House Rent Allowance (HRA)**
   Your HRA will be **₹6,000/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

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

3. **Personal Allowance**
   You will be eligible for a monthly personal allowance of of **₹17,356/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

4. **Food Card**
   You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias.As per the Pre-Defined structure you will be eligible for a Food Card with an amount of **₹500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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

PERFORMANCE PAY

Monthly Performance Pay
You will receive a monthly performance pay of **₹2,800/-**. This payout is subject to review basis your own ongoing individual performance.

Performance Bonus
Your Performance Bonus will be **₹2,000/-** per month.

This payout will be made after the end of each quarter based on multiple factors such as the grade and performance of the individual, one's capability development in line with organizational equirements, project allocation, fluidity demonstrated by the individual per laid guidelines,physical presence in the office as required by the company, performance of the Company and respective Unit, and adherence to organizational policies, guidelines and imperatives as communicated from time to time. The payment is subject to you being active on the company rolls on the date of announcement of Performance Bonus.

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

CITY ALLOWANCE
You will be eligible for a City Allowance of **₹200/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

OTHER BENEFITS

Health Insurance Scheme
TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. **Basic Cover**
   i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

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

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

Loans

You will be eligible for loans, as per TCSL's loan policy.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Professional Memberships

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

RETIRALS

Provident Fund

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

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You are required to provide your Universal Account Number (UAN), if any, issued by your previous employer on the TCS' Declaration Form (From 9) so as to link your UAN with TCS PF / Pension account or generate new UAN if not allotted to you earlier.

Gratuity
You will be entitled to gratuity as per the provisions of the TCSL Gratuity Scheme or the Payment of Gratuity Act, 1972 as applicable.

TERMS AND CONDITIONS

1. **Relevant Experience**
   No experience is considered to be relevant to TCSL's business

2. **Aggregate Percentage Requirements**
   Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and Graduation examination which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility. It is mandatory to pass in all the subjects mentioned in the mark sheet in class Xth and class XIIth by securing minimum passing marks in the first attempt itself as specified by the respective board of examinations.

   As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

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

3. **Disclaimer**
   Candidates who have applied to TCSL and who have not been successful in clearing the TCSL selection process are not eligible to re-apply to TCSL within six months from the date on which the candidate had attended such selection Test and/or Interview. In case you are found to have re-applied to TCSL within six months of previous unsuccessful attempt, the management reserves the right to revoke/withdraw the offer/appointment, without prejudice to its other rights.

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4. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the Initial Learning Program (ILP) as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you. This confirmation will be communicated to you in writing.

If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

5. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or in extended working hours depending upon the business exigencies as permitted by law.

6. Mobility

TCSL reserves the right to transfer / utilize your services at any of its offices, work sites, or associated or affiliated companies in India or outside India, currently in existence or which may come into existence in future on the terms and conditions as applicable to you at the time of transfer. The company at its discretion may require you to work remotely depending upon its business requirement and exigencies.

7. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

8. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's

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Compensation and Promotion policy.

9. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below in this offer letter.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

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13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

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

15. Notice Period

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

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

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

16. Retirement

You will retire from the services of TCSL on the last day of the month in which you complete 60 years of age, as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

You are required to initiate your background check (BGC) through documentation process

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after the acceptance of Offer Letter in https://nextstep.tcs.com. Your background check initiation is complete only when you initiate your BGC online at https://nextstep.tcs.com and submit all the relevant documents for background check online.

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

Verification of your last employment (if applicable) prior to joining TCS is initiated only post your release from your previous employment. You may be onboarded to TCS during the period your BGC is in process, however continuity of your employment in TCS will be subject to a positive clearance of your background check with your immediate previous employer. For more details on BGC documents submission, please refer to Offer Letter point number **20**. Submission of documents.

20. Submission of Documents

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

- Permanent Account Number (PAN) Card
  You are required to submit a copy of your PAN card along with other joining forms,immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- Standard X and XII mark sheets equivalent
- Degree certificate and mark sheets for all semesters
- Postgraduate degree certificate and mark sheets for all semesters (if you are a Postgraduate)
- Birth Certificate / Proof of Age
- Work permit and/or any other documentation as prescribed by Government of India
- Passport
- 6 photographs
- Medical Certificate
-An affidavit/notarised undertaking stating:
 *There is no criminal offence registered/pending against you
 *There is no disciplinary case pending against you in the university

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*If you were employed, a formal release letter from your previous employer

The original documents will be returned to you after verification.

21. Initial Training Program (ILP)

On joining TCSL, you will be given the benefit of formal and on the job training (Initial Learning Program) at our offices, as identified, for such period as TCSL may decide. The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

If you remain unauthorizedly absent for a consecutive period of 10 days during the training program, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of ILP trainees without any further intimation/separate communication to you.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred

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therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

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

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

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

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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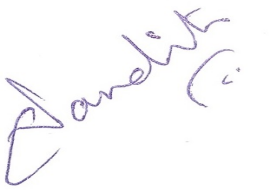
Withdrawal of Offer
If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited



Girish V. Nandimath
Global Head, Talent Acquisition & Academic Interface

Click here or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms

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GROSS SALARY SHEET **Annexure 1**

Name	**Laxmi Jakkappanavar**
Designation	**Management Trainee**
Institute Name	**Others**

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	25,516	3,06,192
2) Performance Pay		
Monthly Performance Pay	2,800	33,600
Performance Bonus*	2,000	24,000
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	12,330
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	42,588
TOTAL GROSS	48,038	5,88,780

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

*** For HIS - Note that Rs.12,330 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Communication Allowance	410	4,920
Personal Allowance	17,356	2,08,272
GROSS BOUQUET OF BENEFITS	25,516	3,06,192

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Annexure 2

AHMEDABAD TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES, Plot #41 Gandhinagar-382007, Gujarat. India	**BHUBANESWAR** TCS XP HR Lead Tata Consultancy Services, Kalinga Park | Talent Development Block | Barabati Building. IT/ITES, Special Economic Zone, Plot No 35, Chandaka Industrial Estate, Patia, Bhubaneswar- 751024.
BANGALORE TCS XP HR Lead Tata Consultancy Services, Gopalan Global Axis Block-H, Rd Number 9, Whitefield, KIADB Export Promotion Industrial Area, Opposite Sathya Sai Hospital, Bangalore Karnataka -560066	**CHENNAI** XP HR Lead Tata Consultancy Services, Siruseri SEZ Unit, Plot No.1/G1, SIPCOT I.T. Park, Siruseri, Navalur Post, Kancheepuram District, Chennai - 603 103, Tamil Nadu India
DELHI XP HR Lead Tata Consultancy Services, TCS Lucerna Tower, Plot A2B, Sector 125, Noida, Uttar Pradesh, Pin- 201303.India	**HYDERABAD** XP HR Lead Tata Consultancy Services, Synergy Park Non-SEZ(CMC), Old Mumbai Highway, Gachibowli, Hyderabad - 500019, India
INDORE TCS XP HR Lead Tata Consultancy Services IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore -452018, Madhya Pradesh.	**KOLKATA** TCS XP HR Lead Tata Consultancy Services, TCS Delta Park Wanderers, Plot C, Street Number 30, Salt Lake Electronics Complex, Sector V, Block EP & GP, Kolkata, West Bengal 700091.
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS Centre, Infopark Road, Infopark Campus, Infopark kakkanad, Kerala- 682042, India	**MUMBAI** TCS XP HR Lead Tata Consultancy Services, Olympus - A, Opp Rodas Enclaves, Hiranandani Estate, Patlipada, Thane (W), Mumbai 400607, Maharashtra, India
MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West Thane, Maharashtra 400606, India.	**NAGPUR** TCS XP HR Lead Tata Consultancy Services, Mihan-SEZ, Nagpur, Telhara, Maharashtra - 441108, India
PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 &3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune -411057, Maharashtra	**TRIVANDRUM** TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark campus, Kariyavottam P.O. Trivandrum-695581, India

TATA CONSULTANCY SERVICES
No 42, Think Campus, Electronic City Phase II, Bengaluru, 560100, Karnataka. India
Telephone number +91 80 6724 2000 Fax number 9180 2852 1910
e-mail address corporate.office@tcs.com website: http://www.tcs.com
Registered Office: 9th Floor, Nirmal Building, Nariman Point, Mumbai 400021.
Corporate Identification No. (Cin): L22210MH1995PLC084781

Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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

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2. Associate's Obligations

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

3. Intellectual Property Rights

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

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4. Prior knowledge

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

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

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

7. Restriction on Associate's Rights

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

8. No License

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

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9. Equitable Rights

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

10. General

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

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

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

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

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

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

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