

THIS AGREEMENT made at 1. _____ on this 2. _____ day of 3. _____, Two thousand and 4. _____ between TATA CONSULTANCY SERVICES LIMITED,

Signature of the Employee

Signature of the Surety

a company incorporated under the Companies Act 1956 (hereinafter referred to as "TCS") and having its corporate office at TCS House, 21 D S Marg, Raveline Street, Fort, Mumbai 400 001 of the First Part and 5. _____ S/o D/o W/o 6. _____ residing at 7. _____ and having permanent address at 8. _____ (hereinafter referred to as "Mr./Ms. 9. _____" / "You" / "Associate") of the Second Part AND 10. _____ (hereinafter referred to as "The Surety") which expression shall be deemed to include his/her executor, heir and administrator of the Third Part.

Each of the aforesaid shall hereinafter be referred to individually as a "Party" and collectively as "Parties".

WHEREAS TCS is involved in the business of providing IT services, consulting and business solutions to its customers globally.

WHEREAS the possession of the specialized skill sets, and technical proficiency is necessary for performing the aforesaid services which can be acquired mainly through special training and / or specific on the job training ("Training").

WHEREAS the said Training is of a duration of Twelve Months and is liable to be extended by a further duration based on the performance of the Associate during the training, of which TCS shall be the sole judge.

WHEREAS the above-mentioned Training involves considerable expenditure – both direct and Indirect, financial and unliquidated – related to faculty, infrastructure, support facilities, salary of the Associate while undergoing Training and whereas TCS offered to impart /arrange for the said training as an investment.

WHEREAS this Training substantially improves the professional standing of the Associate, and it has been imparted by TCS at considerable expenditure as an investment, TCS expects a commitment (elaborated below) from the employee to recover its expenditure.

WHEREAS You and the Surety shall execute this Agreement covering inter alia clauses for commitment as elaborated below and the consequences of breach of the commitment, should You not serve TCS for a certain period after completion of the Training (hereinafter referred to as the "Bond Period");

The Surety has agreed to guarantee the performance of obligations by the Associate in terms of this Agreement and which is acceptable to TCS;

TCS, Associate and Surety desire to set forth the terms and conditions of such Agreement.

NOW, THEREFORE, expressly incorporating the foregoing Recitals as part of the consideration hereof, and in further consideration of the premises and the covenants contained herein, TCS, Associate and Surety hereby agree as follows;

1. That the Associate shall be subject to the terms of the Employment Agreement, obey and carry out all instructions, directions and orders given by TCS in respect of his/her work, duties, conduct

and Training. You shall punctually, diligently, and conscientiously attend to the Training during the period of Traineeship.

In consideration of the Training to be imparted by TCS, You irrevocably undertake to serve TCS or any of its associated or affiliated companies to which you may be transferred for a minimum period of **1(ONE)** year (excluding Leave without pay period and/or unauthorized absence, if any) from the date of joining TCS, in order to ensure that the knowledge, skills and competencies that the Associate attained from the Training Programme, are fully utilized for the furtherance of the TCS's interests and in consideration to the expenses incurred by TCS.

2. You agree not to take employment with any other person, firm or company during the period of applicability of this Agreement.

3. During the period of **1(ONE)** year (excluding Leave without pay period and/or unauthorized absence, if any) from the date of joining, if You leave/resigns/abandons the services or violates the terms of this Agreement, You will be liable to pay liquidated damages amounting to a minimum amount of Rs. 50,000/- (Rupees Fifty Thousand Only) being the conservative estimation of the training amount only apart from the various other expenses, interest thereon, cost of replacing the Associate (including, without limitation, the cost of training the replacement Associate) and other costs that are not readily capable of ascertainment at the time of execution of this Agreement. You irrevocably agree that the said amount of Rs.50,000/- can be recovered/adjusted by TCS from the legal dues, if any, payable to You.

4. By way of guarantee for due performance of all terms and conditions contained in this agreement, You provide herein below the name of your near relative/person in order of preference and who have consented by signing herein below to stand as Surety on your behalf to ensure compliance of the aforesaid covenant, and that in the event of failure/neglect by You to fulfil any of the terms of this undertaking of which TCS shall be the sole judge the Surety shall be liable to pay TCS Rs.50,000 (Rupees Fifty Thousand Only) as compensation with interest thereon as applicable and the Surety hereby agree, confirm and accept that the Surety shall be liable jointly and severally with You to pay the same to TCS.

Name, Address, Occupation (of the Surety)

5. In the event of any dispute or disagreement over the interpretation of any of the terms hereinabove contained or any claim of liability of any part including the 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. Such reference shall be deemed to a submission to arbitration under The Arbitration and Conciliation Act, 1996 or of any modification or re-enactment thereof. The venue of arbitration shall be Mumbai. This Agreement shall be governed by and construed in accordance with laws in India. In relation to any legal action or proceedings arising out of or in

connection with this Agreement, both the parties irrevocably submit to the exclusive jurisdiction of the Courts in India.

6. The provisions stated herein for breach by the Associate of the provisions of this agreement shall be without prejudice to other remedies available to TCS.

ADDRESS FOR THE PURPOSE OF SERVICE:

7. All communications between the Associate, TCS and Surety shall be deemed to have effectively served if addressed to the following address:

TCS (TATA CONSULTANCY SERVICES LIMITED) at:

TCS HOUSE, Corner of Hazarimal Somani Marg & Raveline Street, Near Sterling Cinema, Fort, Mumbai 400 001.

Associate: (Dr./Mr./Miss/Mrs.)¹¹. _____

(At)¹². _____

Surety: (Dr./Mr./Miss/Mrs.)¹³. _____

(At)¹⁴. _____

8. Any change in the above addresses of any of the concerned parties i.e. TCS, Associate or Surety, shall be intimated to the other Parties by the party whose address has changed within a period of seven days of such change. If no such change has been intimated or received, the addresses mentioned above shall be deemed to be the addresses of the concerned parties.

IN WITNESS WHEREOF, the Parties to this Agreement have caused to execute this Agreement on the day and year first above written:

TATA CONSULTANCY SERVICES LIMITED

Signature of the Employee

Signature of the Surety

Surety Verification

This is to certify that I, _____ (Name of the Surety) am standing surety for _____ (Name of the Employee) who is my _____ (Relationship). Mr. /Ms. _____ (Name of the Employee) has joined TATA Consultancy Services Ltd. On _____ (Employee's date of joining) and executed an agreement on _____ (Candidate's date of joining). In the event that Mr./Ms. _____ (Name of the Employee) does not fulfill the terms of the agreement, I stand guarantee and will be liable to the liquidated damages of Rs.50,000/-. My permanent address is as follows:

Name (of the Surety): _____

Address (of the Surety):

Phone (of the surety): _____

(With country and area code)

(Signature of the Surety)

(Signature verification by competent authority)

Office Seal:

Signature:

Designation:

Date:

Name:

Office: