

Letter of Appointment as Graduate Engineer Trainee ("Agreement")

We have pleasure in appointing you as a Graduate Engineer Trainee and we welcome you to Larsen & Toubro Infotech Limited ("Company") with effect from **Jun 28, 2022** on the following terms and conditions

With reference to the offer of apprenticeship dated **Oct 14, 2021**, we have pleasure in offering you this contract of apprenticeship ("Agreement") appointing you as a Graduate Apprentice and welcome you to Larsen & Toubro Infotech Limited ("Company") with effect from **Jun 28, 2022** on the following terms and conditions. Your identification number will be **T0034636**.

1. REQUIREMENTS

- a) Your engagement as a 'Graduate Engineer Trainee' under this Agreement is subject to you:
- (i) being declared and remaining medically fit by a doctor and in this regard a medical check-up certificate may be required to be submitted by you to the HR department before joining the Company. The Company has the right to get you medically examined by a medical practitioner, during the Training Period (defined below). In case you are found medically unfit, the Company may, at its sole discretion, terminate your Training Period as per the provisions of clause 10 of this Agreement.
 - (ii) Conforming to the eligibility criteria mentioned in the Graduate Engineer Trainee Offer Letter issued to you.

Clear scan copy of mandatory documents as specified in the Graduate Engineer Trainee Offer Letter to be uploaded within one week on the Company portal.

2. PERIOD OF TRAINING

The Agreement shall be for a period of three (3) months from the Effective Date ("Training Period") and shall continue, subject to the terms of this Agreement unless terminated as per the provisions of clause 8 of this Agreement.

Your training will consist of classroom and/or on the job training.

During the training you will be registered with the Director of Training and Regional Central Apprenticeship Adviser under the Government of India Apprentices Act, 1961.

During the training period, you will be continuously evaluated. In case you do not complete the training to our satisfaction, the appointment stands automatically cancelled.

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3. STIPEND & ALLOWANCES

Subject to Clause 2, the Company will pay you Stipend of 35000 per month amounting to 105000 per annum.

Company may deduct from your stipend, an amount of income tax, and any other sum which the Company may be required to deduct as per the Indian laws.

The stipend for a particular month shall be paid by the tenth day of the following month. No deduction shall be made from the stipend for the period during which a trainee remain on leaves as observed in the Company. However, stipend shall not be paid for the period for which an apprentice remains on leave other than as prescribed by the Company.

4. CONFIRMATION

Your appointment will be confirmed as an employee post the Training Period subject to clause 2 above. On such confirmation as an employee, you will at a minimum be governed by the terms & conditions mentioned in Annexure 1.

5. DECLARATIONS AND UNDERTAKINGS

- (a) You hereby declare that no other contract of apprenticeship subsists already between you and any other employer during the subsistence of this Agreement.
- (b) You undertake that you shall not enter into any other contract of apprenticeship with any other employer before the expiry or termination of this Agreement.



6. DUTIES, OBLIGATIONS AND RESPONSIBILITIES

- (a) You shall abide by the rules and regulations of the Company in all matters of conduct and discipline and carry out all lawful orders of the Company and your superiors in the Company.
- (b) You shall not enter into any other contract of apprenticeship with any other employer before the expiry or termination of this Agreement.
- (c) You shall conduct yourself as a trainee and not as a worker.
- (d) You shall learn the trade conscientiously and diligently and endeavour to qualify as a skilled craftsmen before the expiry of the Training Period.
- (e) You shall appear for periodical tests that may be conducted by the Company or other authorities
- (f) You will devote the whole of your time and attention to your duties in the utmost good faith, diligence and experience and in the best interest of the Company to the highest standards possible.
- (g) You will conduct yourself in good standing at all times and abide by the law of the land whether in relation to your training or otherwise. In the event any complaint or proceeding is initiated against you, whether civil or criminal in nature, you will immediately inform the Company of the same.
- (h) You are liable to be transferred/deployed to any of the establishments of the Company or worksites as and when required by the management.
- (i) The grievance, disciplinary and performance management processes which apply to you during the Training Period will be based on the standards followed by the Company.

Notwithstanding the foregoing, you shall comply with all your obligations under Applicable Law. You also agree to extend all reasonable and necessary co-operation to the Company in order to enable the Company to comply with its obligations under Applicable Law.

7. ABSORPTION

On successful completion of the Training Period, of which the Company shall be the sole judge, the Company will consider offering you employment in a suitable grade in the Company and will be based at any of our proposed SEZ sites or any other location across India. Your annual CTC including all benefits will be as per the details mentioned in 'Annexure-2'.

8. TERMINATION

Notwithstanding what has been stated in clause 4 (Expiry) above, this Agreement can be terminated by either party prior to the expiry of the Training Period with a 30-day advance notice to the you. Such termination will be in the manner and in accordance with process prescribed under the Applicable Law.



9. CONDUCT

The course and manner of your training will be decided solely by the Company at its discretion and as per Applicable Law. Based on organizational requirements, you may be required to work as part of training in any department/development centre of the Company.

You shall not at any time engage in or be concerned with or be interested, directly or indirectly in any business, work or activity other than that of the Company or commit any act prejudicial to the interest of the Company and/or its business (The Company being the sole judge thereof).

10. HOURS OF WORK, LEAVE AND PAID HOLIDAYS

You will be entitled to leaves and holidays as followed by the department and location to which you are assigned.

Your working hours will be as prescribed under Applicable Law and you will be required to work in shifts (including night shifts) as and when required in the project you are assigned.

11. UNAUTHORIZED ABSENCE

Your unauthorized absence from work for a continuous period of more than 3 days will be treated as absconding from duty, and in the event of your not reporting for work within 10 days from the date of absence, the same would be treated as "absconding from work" and it shall be deemed that you are no longer interested in the training. This will be considered as breach of the terms of this Agreement, and the Company may take action accordingly.

You will keep us informed about your local / contact details directly in HR systems whenever there is any change.

12. TRADE SECRETS AND CONFIDENTIAL INFORMATION

(a) "Confidential Information" means personally-identifiable or financial information regarding the Company or any of its affiliates and any of its respective former, current or prospective partners, officers, employees, trainees, agents, investors, clients, customers or investments that you may have access to or obtain, directly or indirectly, in the course of your Training Period under this Agreement and which is not in the public domain (or is in the public domain as a result of your acts or omissions in breach of this clause).



(b) During the Training Period, you may have access to and become familiar with various trade secrets and Confidential Information. You shall acknowledge that such Confidential Information are owned and shall continue to be owned solely by the Company, its affiliates and its customers, as the case may be. You shall at all times comply with the Company's policies and norms on confidentiality. You must never disclose the Confidential Information to any person outside or within the Company, except to persons to whom disclosure is necessary for the purpose of the Agreement. You must only use Confidential Information that is naturally associated with your training. You will treat Confidential Information with the same degree of care that you treat your own confidential or proprietary information, and in no event will you use a degree of care that is less than a commercially reasonable degree of care. You will (i) not disclose or use any Confidential Information except to the extent necessary to carry out your obligations under this Agreement and for no other purpose, (ii) not disclose Confidential Information to any third party without the prior written consent of the Company, (iii) and in the event of any unauthorized use or disclosure, actual or apparent theft, of any Confidential Information, immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and as soon as practicable following discovery notify the Company in writing of the breach.

13. INTELLECTUAL PROPERTY

- (a) "Intellectual Property" means patents, trademarks, service marks, signs, logos, get up, trade or business names, internet domain names, rights and designs, copyrights (including rights in computer software), data-base rights, semi topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- (b) You agree that during the Training Period any invention, patent application, patent utility model application or utility model, design, copyright or other intellectual property made by you whether alone or with anybody else, shall be owned by the Company and you will specifically assist and co-operate with the Company in assigning/ transferring all your interest in the same in favour to the Company and executing all documents, deeds and so on as may be required by law to effect such assignment/ transfer in favour of the Company. You agree that you will promptly inform the Company about any intellectual property you make or are involved in making.

14. BACKGROUND VERIFICATION

The Company reserves the right to conduct background verification prior to or after commencement of the Training Period to verify, including but not limited to, your documents and background through internal or external agencies. These may include your current / previous employment history, educational / professional credentials, identity, address, criminal records and other background checks. You hereby provide your express consent to the Company for conducting such background checks. Your appointment under this Agreement is subject to validation of any information provided by you to the Company.



15. GENERAL

- (a) The Company may formulate / amend from time to time, policies on leave, sexual harassment, disciplinary issues, and code of conduct, amongst others, which shall form an integral part of the terms of your engagement with the Company as an apprenticeship trainee. It is important that you familiarise yourself with the regulations, employee handbook/ policies and codes of conduct of the Company for trainee as amended from time to time, all of which govern the engagement of apprenticeship trainees with the Company. Any failure to comply with the policies of the Company will be a material breach of your obligations under this Agreement. You shall be subject to the Company's policies, rules and regulations irrespective of whether these rules and regulations are individually notified to you or not.
- (b) This Agreement shall be governed by and construed in accordance with the Applicable Law and the parties to this Agreement irrevocably and unconditionally submit to the exclusive jurisdiction of the Mumbai or as stated under the Applicable Law.
- (c) **Survival:** The termination of this Agreement (howsoever caused) shall not operate to affect clauses 10, 15, 16, of this Agreement which are expressed to operate or have effect thereafter.
- (d) **Severability:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof.
- (e) **Amendment:** The terms and conditions of your engagement may be amended, supplemented or waived by the Company from time to time, subject to such amendment, supplement or waiver being within the limits of Applicable Law. Any such amendment, supplement or waiver will be notified to you.

16. PASSPORT AND AADHAR CARD

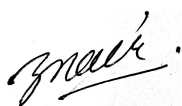
It would be to your advantage and in view of the business of LTI, all apprentices are required to possess a valid passport and an Aadhar Card. In case you do not already have one, you are required to obtain/produce a proof of having applied for the same at your own expense and intimate the same to the GOHR at your location, within two months of joining.

These above details need to be updated through HR Systems portal.

We welcome you to our Company and look forward to a long and fruitful association with you.

Yours faithfully,

for Larsen & Toubro Infotech Ltd.



Ashish Naik
Associate Director - Talent Acquisition



I have read and understood the terms and conditions of this Agreement in a clear and coherent manner. I have had the opportunity of obtaining a legal advice in connection with this Agreement and basis such advise I have made a well-informed decision to enter into this Agreement. I will report for training
at _____ on: _____

Signature and Date
vikhil sallagargi

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ANNEXURE 1 – EMPLOYMENT AGREEMENT

Date: June 23, 2022

Ref: LTI/HR/Campus/EN6/2022

vikhil sallagargi

GSM 95/230 Dhobhighat compound Dainik
shivner marg shree ram mill worli

Dear vikhil sallagargi

EMPLOYMENT AGREEMENT

Subsequent to our discussions and in view of your professional experience and expertise including, but not limited to, academic qualifications and professional background, we are pleased to appoint you as **Graduate Engineer Trainee** with Larsen & Toubro Infotech Limited ("**Company**"). Outlined below are the terms and conditions of your employment with the Company:

1. APPOINTMENT DATE, JOINING AND DESIGNATION

- 1.1 You will be appointed as **Graduate Engineer Trainee** and will be associated with our **L&T Infotech - Mahape** Office or our proposed SEZ site with effect from **Jun 28, 2022** which may be modified based on mutual agreement.
- 1.2 At the time of joining, as communicated to you by the Company, please report to **Kapil Ramesh Pawar** at: **Larsen & Toubro Infotech Ltd. Plot No EL 200, TTC Electronic Zone, Shil Mahape Road, Navi Mumbai - 400710, India.** If there is any change to the requirements of clause 1.2, the same shall be communicated to you in writing.
- 1.3 This employment agreement ("**Agreement**") shall continue and remain valid and binding on the parties, subject to the terms of this Agreement unless terminated as per the provisions of clause 8 of this Agreement.
- 1.4 Within 10 days from the Appointment Date, you shall be required to submit to the Company, a self-declaration of medical fitness in the prescribed format along with general fitness certificate from a certified doctor. In case you are above the age of 40 years, the continuance of your employment would be subject to the condition that you are medically fit at all times and for that purpose you are required to undergo medical check-up periodically by the authorized medical officer appointed by the Company as and when so ordered.
- 1.5 The company reserves the right to make suitable formal or informal background checks through internal or external agencies at its own discretion and you shall be deemed to have consented to do so. These may include your current / previous employment history, educational/professional credentials and other background checks. Subsequent to your joining the company, if any discrepancy with regard to documentation submitted by you with the company vis-a-vis the background verification report

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received is discovered, your services are liable to be terminated, apart from legal action that may be initiated against you. The company is under no obligation to provide you the copy of the background verification report and the decision of the company will be final. The Company may, at its discretion, even conduct background verification, at any time during your employment with the Company.

2. PLACE OF WORK

- 2.1 Your place of work will be the offices of the Company at India which may be modified at the discretion of the Company. However, you acknowledge that the Company expects you to be flexible in terms of your place of work and the Company may, therefore, with prior written notice modify and transfer your place of work (temporarily or permanently) to require you to work from home or any other location / country which the Company considers necessary for you to perform your duties under this Agreement. No consent shall be required to be obtained from you in this regard.
- 2.2 You may be transferred/deputed/ seconded/ assigned to any other location, department, establishment, branch of the Company or subsidiary, associate or affiliate of the Company, in India or abroad, on account of restructuring, merger, takeover or change in control of the Company or otherwise. In such case you will be governed by the terms and conditions of service applicable to the new country and for the duration of assignment in India, you will comply with the terms and conditions of this Agreement. Such transfer will not deem to constitute a change in conditions of service employment. The transfer of the employment on account of the aforementioned reasons shall be on the same terms and conditions along with full continuity of service and shall not attract any payment or compensation to you by the Company. You hereby expressly agree to such transfer.
- 2.3 Any rejection or non-acceptance by you shall be deemed to be a breach of the terms & conditions of employment and subject to disciplinary action including but not limited to termination of your employment by the Company.

3. COMPENSATION AND BENEFITS

- 3.1 In consideration of you rendering the services in accordance with this Agreement, the Company hereby agrees, subject to applicable law and applicable taxes to pay you the remuneration as specified in Annexure 2 to this Agreement. The monthly base salary will be payable to your bank account as specified to the Company.
- 3.2 The Company will review your performance on an annual basis. You will be eligible for compensation revision as per company policy in force. Salary revisions will be based on individual, as well as company performance.
- 3.3 In addition to the salary that may be due to you, you will also be entitled to other employee benefit plans (if any) maintained by the Company, subject to eligibility requirements of such plans. Nothing in this Agreement shall preclude Company from terminating or amending any employee benefit plan from time to time.



- 3.4 You will not be entitled to any additional compensation in case of loss of office under this Agreement in the event of a merger, restructuring, takeover or change in control of the Company, save for compensation to be provided under applicable law, if any.
- 3.5 Provident Fund. Based on the provident fund rules and regulations, you will be entitled to join the "Larsen & Toubro Officers and Supervisory Staff Provident Fund" from the Appointment Date.
- 3.6 Gratuity. You shall be entitled to gratuity as per the Payment of Gratuity Act, 1972 or the Company's gratuity scheme.
- 3.7 The Company may deduct from your annual salary or any sum paid to you, an amount of social security/provident fund contribution and any other sum which the Company may be required to deduct as per the applicable laws
- 3.8 Medical Benefits. You will be eligible for medical benefits in accordance with the Company's medical scheme as applicable to the employees at your grade.
- 3.9 All amounts payable by the Company under this Agreement shall be subject to such withholding tax or tax deduction at source, any other taxes, other statutory deductions, if any as may be required under applicable laws. In case the Company is required to deduct tax at source, the same shall be done in accordance with the respective statutes. However, it is your responsibility to meet your tax liabilities in accordance with the applicable laws.
- 3.10 You shall be required to keep your compensation strictly confidential and should not discuss with anyone nor divulge to anyone in any manner whatsoever, except with the prior consent of the Company.

4. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to the Company that the following are true, correct, complete, and not misleading, as on the Appointed Date:

- 4.1 This Agreement has been duly and validly executed and constitutes your legal, valid and binding obligation, enforceable against you in accordance with the terms of the Agreement.
- 4.2 You are not bound by any previous agreement in any manner whatsoever from your previous employment that would limit or restrict your scope of ability to work any way for the Company or LTI group of Companies. In the event of you having any obligation binding from your previous employer, you undertake to declare and hold the Company harmless and not responsible thereby releasing the Company from any such dispute related to your previous employment.
- 4.3 You have not been indicted or convicted nor pleaded guilty for violating any central, state or local laws, regulation or ordinance nor have any criminal charges presently pending before any court of law.

5. CONFLICT OF INTEREST

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- 5.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.
- 5.2 You represent that you have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Agreement, or which would preclude you from fully performing your responsibilities for the Company. You further represent that your performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment with the Company, and you will not disclose to or induce Company to use any confidential or proprietary information or material belonging to any previous employers or others.
- 5.3 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.
- 5.4 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.
- 5.5 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.
- 5.6 You acknowledge that will have access to email, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure for which you shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. You acknowledge and confirm that you will abide by the corresponding policies relating to access and usage of Company assets. Any breach of such policies will be regarded as material breach of this Agreement and shall be liable for action as per the terms of this Agreement and/or the policies formulated in this regard.

6. ROLES, RESPONSIBILITIES AND OBLIGATIONS

- 6.1 You shall conform to all the rules and regulations in force from time to time and shall carry out all other lawful orders/instructions/directions of your superiors as are given to you in connection with the day to day discharge of your duties while in employment of the Company.
- 6.2 You may, during the course of your employment, be given any assignment in connection with the Company's business that the Company, in its subjective judgment feels is suited for you in light of your background, qualifications and/or experience. You will not refuse to carry out any assignment solely on the grounds that it has not been part of your duties during your employment. You will also not be entitled to any additional compensation for carrying out any job which, in the opinion of the Company, is equivalent to



have been assigned earlier.

- 6.3 You shall devote whole of your time, attention, and ability in the utmost good faith, diligence, and best interest of the Company to the highest standards possible and do all in your power to promote, develop and extend the business and policies of the Company. You shall not have any personal association or dealing with the employees, customers, vendors, clients or service providers or any other business affiliates of the Company.
- 6.4 You will conduct yourself in good standing at all times and abide by the law of the land whether in relation to your employment or otherwise. You shall make a full disclosure of all pending legal proceedings, whether initiated by you or being defended by you and which may be civil, criminal or of any other nature before any court of law, forum, or other authority competent to decide the matter. You shall also be required to render a written statement to this effect. In the event, any complaint or proceeding is initiated against you, whether civil or criminal in nature, you will immediately inform the Company of the same and adhere to all the disciplinary procedures as the circumstances may demand.
- 6.5 You hereby agree to provide all such information about yourself to the Company, as required by the Company, including for, facilitating the performance of the functions by you and for administrative as well as record purposes.
- 6.6 You hereby agree, at all times, to act in the best interests of the Company and its affiliates. Further, you shall abide by the code of conduct as prescribed by the Company and shall not engage in any unethical behavior.
- 6.7 You will ensure that you equip yourself with new technology that may be adopted by the Company from time to time. Failure to do so within a reasonable period of the time shall make you liable to have your services terminated.
- 6.8 You shall not use your personal e-mail account and the internet facilities for exchange of any unauthorized data, confidential information, illegal/unlawful activities, etc. and shall take steps and precautions as may be necessary to preserve and protect any proprietary information of the Company and its associates, from publication, reproduction, communication or other unauthorized disclosure to the third parties and shall use this facilities solely for the official purpose and shall not surf any sites for personal use/information during the office working hours.

7. CONFIRMATION

- 7.1 You shall be confirmed in 3 months from the effective start date of your employment with Company.
- 7.2 During this period, the Company may terminate your employment by providing a prior notice of 1 month or by paying you one months salary in lieu of such notice.
- 7.3 If you desire to terminate your employment during period, you shall provide the Company 1 month's prior written notice with reasons for such termination; failing which you are required to pay an amount equal to the unserved notice period as notice pay. The Company may recover an amount equivalent to the notice pay

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8. TERMINATION OF EMPLOYMENT

Termination of contract by either party

- 8.1 Upon confirmation the agreement can be terminated by either party by giving three months' prior notice in writing to the other party or payment in lieu thereof.
- 8.2 If you leave the Company without serving the notice period, in full or part, you will be required to pay an amount equal to the unserved notice period as "notice pay recovery" which will either be recovered from the salary or deducted from the full & final settlement amount payable to you. However, the Company, at its sole discretion, may waive part or full notice period. In the event you leave the Company without serving the notice period in full or fail to pay the notice pay recovery amount in full the Company will be entitled to withhold the relieving letter and will not issue the Experience Letter or any other documents as it deems necessary.

8.3 Termination on account of injury or illness

In the event any injury or accident or illness is caused to you, otherwise than in the course of your duty, you shall be entitled to receive full salary for the 12 months or any shorter period during which such incapacity continues, and if such incapacity continues for longer than 12 consecutive months, the Company shall have the discretion to terminate your employment by 3 months' notice or salary in lieu of such notice and you shall not be entitled to claim any compensation for such termination.

8.4 Termination with cause

The Company shall have the right to terminate this agreement forthwith, without any notice and without any basic salary in lieu of notice period in the event the employee is found guilty of any acts or omissions construed as 'misconduct' under applicable laws this Agreement and/or Company policies including but not limited to completion of mandatory trainings.

8.5 Suspension:

During the course of a preliminary investigation/ disciplinary inquiry, if deemed fit, the Company reserves the right to place you on suspension subject to pay and benefits as per the applicable law. It is clarified that suspension shall not be construed as a disciplinary action and does not imply that any decision has already been made about the allegations.

8.6 Events following termination

- i. The following events shall occur upon termination or cessation of your employment with the Company:
 - a. You shall deliver to the Company all documents, tools, plans, drawings, materials, computer, external hard drive and other properties of the Company which may be in his possession or



under his control, to the person as nominated by the Company and obtain a 'No Objection Certificate' from all the departments of the Company upon which only you will be relieved from the Company and your account will be settled;

- b. Without prejudice to any other right available under applicable law, the Company reserves the right to make reasonable deductions from your final salary payment or any other amount due to you, should you fail to return any property of the Company in your possession, or return it in a damaged state, other than due to normal wear and tear;
- c. All duties of employment (express and implied) will continue during the notice period, including but without limitation, duties of fidelity, good faith and exclusive service. During this period, you may not be employed or engaged in the conduct of any activity for any third party, whether or not of a business nature;
- d. You shall not make any untrue or misleading statements in relation to the Company to any person;
- e. You agree to assist the Company, if required, with respect to any legal proceeding you have been involved with during your employment or which may be instituted by or against the Company in the future for which your assistance may be necessary.
- f. You shall provide all assistance necessary for handover of your duties under this Agreement to any person appointed by the Company in this regard; and
- g. You shall not represent yourself as a representative of the Company or its Affiliates and shall cease to hold any position held as an office-bearer, officer, director, trustee, or member of any internal or any external committees, boards of directors, or other boards, affiliations, as a representative or employee of the Company and shall tender all necessary resignations in this regard.
- h. You acknowledge and agree that you will not directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize, or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing) any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred (including on social media) or otherwise, that may reasonably be construed to be derogatory or critical of, or negative towards the Company or its business or business relationships of the Company or any of their affiliates, investors, employees, directors, agents, or partners including business partners. You acknowledge and agree that the Company may file and seek appropriate remedies before court of competent jurisdiction, at your risks and cost, for violation of this Clause.
- i. Once your employment ceases and all your dues, statutory and contractual, as the case may be, are settled as per the Agreement, Company policies and applicable law, you will release and discharge the Company from any further employee related dues and waive your right of claim in relation to such dues.



9. HOURS OF WORK AND PAID HOLIDAYS

You will observe the working hours and holidays as followed by the department and location to which you are assigned.

You will be required to work in shifts (including night shifts) as and when required in the project you are assigned.

10. LEAVE

The leaves will be notified to you from time to time and will be as per the Company's policy, as applicable to the office, where you are located.

11. EXCLUSIVITY

During your employment, you shall not, be engaged, concerned or interested, either directly or indirectly, in any trade or business or occupation or profession or commitment (either for remuneration or otherwise) in any manner whatsoever that:

- a. Conflicts with your works schedule, duties and responsibilities towards the Company;
- b. Creates a conflict of interest or is incompatible with your employment with the Company;
- c. Impairs or has a detrimental effect on your work performance with the Company; and/or
- d. Requires you to conduct work or related activities on the Company's premises during the your working hours or using the Company's facilities and/or equipment; and/or
- e. Directly or indirectly competes with the business or interest of Company, or is otherwise in violation or conflict with this Agreement.

12. RETIREMENT AGE

All employees in the Company shall retire on attainment of normal retirement age fixed by the Company, which at present is 58 years. However, the Company, at its sole discretion, may consider granting an extension for a period as decided by the Company subject to you being found medically fit by the medical officer appointed by the Company.

13. CONFIDENTIAL INFORMATION

"Confidential Information" means information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the actual or anticipated business of the Company's which is not generally known and which



the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to you, and information developed or learned by you during the course of your employment with the Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which you called or with which you may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which you can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to you; (ii) becomes publicly known or made generally available after disclosure by the Company to you through no wrongful action or omission by you; or (iii) is in your rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by your then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

You agree that during and after your employment with the Company, you will hold in the strictest confidence and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information. You will not (i) use the Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of your employment, or (ii) disclose the Confidential Information to any third party without the prior written authorization of CEO, or the Board of Directors of the Company. Prior to disclosure, when compelled by applicable law, you shall provide prior written notice to CEO, and the Board of Directors of the Company (as applicable). You agree that you shall obtain no title to any Confidential Information, and that the Company retains all Confidential Information as the sole property of the Company. You understand that your unauthorized use or disclosure of the Confidential Information during your employment may lead to disciplinary action, up to and including, immediate termination and legal action by the Company. You understand you're your obligations under this clause shall continue after termination of your employment. You further agree to undertake that you will not (save as required by applicable law or any governmental authority) make any announcement in connection with the Agreement or the terms contained herein unless the Company has given its consent to such announcement and the contents thereof (which consent may not be unreasonably withheld or delayed and may be given either generally or in a specific case or cases and may be subject to conditions).

14. PERSONAL DATA

By signing this Agreement you acknowledge and agree that the Company is permitted to collect, retain,



process and hold your personal data as part of your personnel and other business records and that the Company may use such information for the purposes directly related to your employment such as monitoring performance at work, including monitoring use of the telephone, e-mail and the internet and administering pay and benefits (including pension and any insurance) to which you may be entitled. The Company may also use this information for personnel matters including making decisions about your role in the organization and in relation to disciplinary matters. The Company will collect, retain and process your sickness records and any medical report provided for the purposes of monitoring sickness, absence and making decisions about this. In addition, the Company may also use your personal information so that it can monitor compliance with the law and best practice, for example in relation to equal opportunities and non-discrimination. Please read the LTI Privacy Notice for employees at the Company website.

You agree that we may disclose such data to third parties in the event that such disclosures are in our view required for the proper administration of your employment and other matters directly related to your employment. This clause applies to information held, used or disclosed in any medium.

15. NON-SOLICITATION & INTELLECTUAL PROPERTY

15.1 The Company is in the business of providing various services including services in the area of Information Technology. You will acknowledge that:

- a. The Company's services are highly specialized;
- b. The identity and particular needs of the Company's customers are confidential;
- c. Documents and other information regarding Company's services, pricing and costs, as well as information pertaining to Company's customers, including but not limited to identity, location, service requirements and charges to the customers are highly confidential and constitute trade secrets.

15.2 You will therefore agree that:

- a) While you are employed by the Company and for a period of 6 months after this Agreement has been terminated for any reason, regardless of whether the termination is initiated by the Company or yourself, you will not directly or indirectly (i) attempt to or solicit or persuade, any person or corporation which is a customer or client of the Company or its affiliates, to cease doing business with the Company or its affiliates, or reduce the amount of business which the customer or client would normally do in respect of the business; or (ii) at any time induce or attempt to induce any person who is an employee of the Company or of its affiliates to terminate his or her employment with the Company or its affiliates. The foregoing restrictions are considered reasonable by the parties, and necessary for the protection of the legitimate interests of the Company.
- b) In the event of you becoming party to any proceeding(s) bought by any former employer at any time during or after your employment with the Company, you recognize and agree that you shall have full and sole responsibility of responding to such action or proceeding and



that the Company shall have no responsibility to participate in your response to such action or proceeding whether at your own costs or otherwise. You agree that you are not expected, at any time, to disclose, to the Company and/or any member of the Group Companies or its Directors, Officers or agents, the trade secrets or any other confidential information of your former employer or any other entity.

- c) In case of breach or misrepresentation on your part in the above, the Company reserves its right to terminate your services forthwith which will be without prejudice to the right of the Company to be indemnified by you in respect of any litigation/proceedings that the Company or any member of the Company or its group companies may have to face on account of your breach or misrepresentation as above.

16. INTELLECTUAL PROPERTY:

- 16.1 "Intellectual Property" means patents, trademarks, service marks, signs, logos, get up, trade or business names, internet domain names, rights and designs, copyrights (including rights in computer software), data-base rights, semi topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world. You agree that during your employment any invention, patent application, patent utility model application or utility model, design, copyright or other intellectual property made by you during your employment whether alone or with anybody else, shall be owned by the Company and you will specifically assist and co-operate with the Company in assigning/ transferring all your interest in the same in favour to the Company and executing all documents, deeds and so on as may be required by law to effect such assignment/ transfer in favour of the Company. You agree that you will promptly inform the Company about any intellectual property you make or are involved in making.
- 16.2 You expressly agree that the consideration under this Agreement is adequate for the restrictions set out in this clause and although you and the Company consider the restrictions contained in this clause to be reasonable for the protection of the legitimate business interest of the Company, the Company's intellectual property rights, goodwill of the Company, commercial secrets, operations, levels of competition and reputation, if a final judicial determination is made by a court or any other authority of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against you, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court or authority may judicially determine or indicate to be enforceable. Alternatively, if any court or authority of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.



17. GOVERNING LAW AND DISPUTES

The Agreement shall be construed and governed in accordance with applicable laws of India. Any disputes between yourself and the Company concerning with or relating to or arising out of this Agreement shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Greater Mumbai only.

18. GENERAL

18.1 Company Policies

You will be governed by all rules, regulations and policies of the Company and procedures including the employee Code of Conduct of the Company. The Company may formulate/ amend from time to time, policies on leave, working hours, exit, anti-sexual harassment, disciplinary issues, equal opportunity, code of conduct, employee benefits, and privacy amongst others, which shall form an integral part of the terms of your employment.

You must familiarize yourself with the Company policies all of which govern your employment with the Company in addition to the terms and conditions of this Agreement and you agree to be bound by them from time to time. Company reserves the right to change existing policies and procedures or introduce new ones from time to time. Any failure to comply with the policies of the Company will be a material breach of the employment obligations by you.

19. PASSPORT

You are required to possess a valid passport. In case you do not already have one, you are required to obtain this, at your own time and expense, and intimate the same to GO HR at your location, within three months of joining.

Disciplinary procedures or any other applicable procedures in the circumstances may be implemented for failure to comply with the applicable laws, this agreement, and Company's policies and procedures up to and including dismissal.

You understand and agree that you will not involve/make the Company and/or any member of the LTI Group of Companies, as a party or otherwise, into any disputes/court proceedings/investigations/allegations arising out of or related to any matter which is personal to you. You also agree and undertake to keep the Company and/or any member of LTI Group of Companies indemnified at all times, should the Company and/or any member of LTI Group of Companies suffer or incur any damages and expenses whatsoever in this regard.

20. ENTIRE AGREEMENT

This Agreement, together with the annexures, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, including any



prior versions of this Agreement or any other employment agreement or offer letter. You understand that any prior agreements or representations, whether written or oral, are expressly disclaimed. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties. Company reserves the right to revise its policies and procedures as it deems necessary or appropriate in its sole discretion.

21. SEVERABILITY

The unenforceability, illegality, or inapplicability of any one or more phrases and/or provisions of this Agreement and its appendices shall not affect the remaining provisions of this Agreement and its appendices or any part hereof and thereof.

22. ACKNOWLEDGMENT

You acknowledge that you have had the opportunity to discuss this matter with and obtain advice from your legal counsel, have had sufficient time to, and have carefully read and fully understand the provisions of this Agreement and its appendices, and is knowingly and voluntarily entering into this Agreement and its appendices.

23. SURVIVAL

The termination of this Agreement (howsoever caused) shall not operate to affect clauses 8 (*events following termination*), 13 (*confidential information*), 14 (*personal data*), 15 (*non-solicitation and intellectual property*), and 17(*disputes*) of this Agreement which shall operate and have effect thereafter.

In accordance with the standard practice of the company, we request you to treat the terms of this employment as confidential. This letter has to be safely and securely maintained.

You acknowledge and provide your consent for collection, usage, storage, disclosure, transfer (whether in India or abroad) and handling of personal information including Sensitive Personal Data or Information ("SPDI") by the Company in connection with your employment and for the purposes of your administering your employment in accordance with applicable laws and policies formulated by the Company. Your further acknowledge and provide your consent to the Company (a) to share SPDI about you and/or your dependents (wherever applicable) provided to the Company, with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; and (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies formulated in this regard and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

You are required to join on or before **Jun 28, 2022**. If you do not join by this date, this offer stands withdrawn - unless the Date of Joining is extended, and communicated to you in writing. At the time of joining, please



June 23, 2022

connect to **Kapil Ramesh Pawar** at the following address.

Larsen & Toubro Infotech Ltd. Plot No EL 200, TTC Electronic Zone, Shil Mahape Road, Navi Mumbai - 400710, India

- i. You are required to bring the following documents, with a photocopy of each, at the time of joining. Proof of age.
- ii. Educational certificates including mark sheets;
- iii. Relieving certificate, or service certificate from your present employer (without which you are not allowed to join us) and other experience certificates;
- iv. Last 3 months salary slip.
- v. Copy of passport (First & Last Page) & driving license.
- vi. Two copies of your recent passport size photograph.
- vii. Your last Employer's Provident Fund Code Number, P.F. Account Number and Employee's Pension Fund Account Number.
- viii. Provisional Form 16 for the current year.

This Agreement is being issued in duplicate. Please return one copy duly signed immediately, as confirmation of your acceptance of the above terms and conditions.

Yours faithfully,

For **Larsen & Toubro Infotech Ltd.(LTI)**



Ashish Naik
Associate Director - Talent Acquisition

I have read and understood the terms and conditions of this Agreement in a clear and coherent manner. I have had the opportunity of obtaining a legal advise in connection with this Agreement and basis such advise I have made a well informed decision to enter into this Agreement.

Signature and Date
vikhil sallagargi

Jun 28, 2022

Date Of Joining

LTI-Confidential



A Larsen & Toubro
Group Company



<u>ANNEXURE-2</u>		
SALARY CARD		
Name : vikhil sallagargi		Date : June 23, 2022
Salary Grade : GE1		Location : L&T Infotech - Mahape
Components	Rs. p.a.	Rs. p.m.
Basic		21001
Bouquet of Benefits		25921
Bonus		0
A. Base Salary (PA)	563060	46921
Annual Incentive	40000	
B. Total Variable (PA)	40000	
C. Total Target Cash (A+B)	603060	
Provident Fund (PF)	30252	2521
Gratuity	12132	1011
Mediclaime Premium	10556	
D. Retirals & Other Benefits	52940	
Cost to Company (CTC) C+D	656000	



Bonus:

Bonus amount is inclusive of bonus payable, if any, under the Payment of Bonus Act (1965), including any amendments thereto.

Annual Incentive:

For the payout please refer Annual Incentive Policy. Annual Incentive amount is inclusive of bonus payable, if any, under the Payment of Bonus Act (1965), including any amendments thereto.

Medical Insurance:

For details refer to Medical Benefits Scheme - Grades P4, M4, L4, S3 and Below policy on HR Policies Portal.

Notes:

- PF and leave encashment will be calculated based on Basic, as per the rules.
 - The PF amount shown is Employer's contribution. An equal amount will be deducted as Employee's contribution.
 - Gratuity and NPS will be calculated using the Basic, as per the rules.
 - Employees on overseas deputation will be paid allowances as per Overseas Deputation Note/ Allowance Revision Letter.
 - You are required to declare your options under Bouquet of Benefits (BoB) in the SSC Portal. The guidelines relating to Bouquet of Benefits (BoB) are available on HR Policies portal.
 - Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
 - Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.
- In the event that the compensation package requires restructuring in order to comply with the proposed Code on Social Security, 2020, your compensation will be restructured in a manner that will be cost neutral for the Company.

