# **INTERNSHIP OFFER**

Ref.:5691471/ 1241397, Date:03/28/2022,

Dear Devesh kumar,

As per our discussion with you, we are pleased to inform you that you have been provided the opportunity to pursue your internship with Capgemini Technology Services India Limited ("Company" or "Capgemini") during the period 03/29/2022 till 06/18/2022

You have to report by 8:30 am at office, for joining formalities and contact security at the main gate for your entry pass at

### Address

Capgemini Technology Services India Limited Candor Techspace IT/ITES SEZ New Town 3rd floor, Tower A 1 Rajarhat Kolkata PIN 700156 India 1st Floor, Plot No.1 2 & 3, Block DH, New Town, Rajarhat, Dist. North 24 Parganas, Kolkata – 700 156 West Bengal

During the period of your internship, you will be entitled to an internship stipend of Rs. 22,000.00 /month. Please note aside from the stipend amount, you will not be entitled to any other re-imbursements or allowances.

Please note that your internship will not imply any kind of employment regular or contractual and the purpose is solely to facilitate your learning. We reserve the right to cancel/terminate the internship without notice and assigning any reason thereto.

Private Information Policy — You will be bound by the Capgemini Private Information Policy as described in Annex 1 for holding in confidence any trade secrets or confidential business and technical information of the Company or its clients.

Intellectual Properties — Additionally, you will also be bound by the Capgemini policy with respect to Intellectual Property as described in Annex 2

Note:

1.	The stipend processing will be as per Company policy notified from time to time.
2.	You must provide a valid bank account no. where you wish your stipend to be remitted and Permanent Account Number (PAN)/ AADHAR as identity and address proof. You are expected to provide accurate and correct information failing which Company shall not be responsible for any issue arising out of supplying of erroneous remittance information.
3.	During your internship in the Company, you are expected to adhere to the applicable Company policies and processes, failing which the Company has liberty to take appropriate steps.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all its interns the hands-on experience of its business operations, processes and services. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As acceptance of this internship with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter.

Our internship opportunity shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time.

Yours sincerely, For Capgemini Technology Services India Limited

Anil Kumar Singh Head - Talent Acquisition & Resourcing

I accept the above offer on the terms indicated

Signature Date

### ANNEX 1

### PRIVATE INFORMATION

# You agree with Capgemini that:

the work to which I am assigned is and will be of a private nature, and in connection with the performance of my assignment on behalf of Capgemini, its subsidiaries and affiliates (together with their predecessors and successors, the "Company"), the Company may make available to me information of a private nature as to the Company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, operations, clients, prospective clients, employees and other non-public matters, including those concerning third parties ("Private Information"). I agree that I will receive in strict confidence all such Private Information belonging to the Company or to its clients or prospective clients. I further agree to use my best efforts to maintain and to assist the Company in maintaining the confidentiality of all such Private Information, and to prevent it from coming into unauthorized hands.

# I further agree that:

- I will neither copy nor distribute any material, or other information constituting Private Information which comes into my possession as result
  of my assignment with the Company, other than for the Company use;
- II. I will not during the period of my assignment with the Company nor at any time thereafter, directly or indirectly, disclose to others and/or use for my own benefit or for the benefit of others, Private Information acquired by me during the period of my assignment, except to the extent as may be reasonably necessary in the ordinary course of performing my duties as an Intern of the Company;
- III. I will not disclose to the Company or attempt to induce the Company to use any Private Information or material to which the Company is not entitled;
- IV. Upon termination of my internship with the Company, I will return to the Company or to the client or prospective client all materials and information that constitutes Private Information and any copies thereof and certify to the Company that I no longer have any rights to such materials or information, and I will represent that the original and all copies of such materials and information have been returned to the Company or to the client or prospective client.
- V. I agree to abide by the ISMS policies and procedures as published by the organization from time to time.

# ANNEX 2

# **INTELLECTUAL PROPERTY**

I agree that all such inventions, software, manuscripts, documentation, improvement or other intellectual property shall be and remain the sole and exclusive property of the Company. I hereby agree to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company. This provision does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the my own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development or (b) the invention results from any work performed for the Company. I agree that all services performed for the Company shall be the original work and shall not incorporate any third party materials or work in any third party asserts an ownership interest without the express written consent of the Company

# Capgemini

# UNDERTAKING & ACKNOWLEDGEMENT ("Undertaking")

- I the undersigned, with reference to my acceptance of the internship opportunity with Cappemini do hereby unequivocally agree to abide by the Company's policy and further undertake as follows and execute this Undertaking & Acknowledgement ("Acknowledgment"):
- 1. I have been explained and provided an understanding of the company policies, and I do hereby undertake and state that during my internship with Capgemini, I shall adhere to the company policies, included but not limited to knowledge sharing, safeguarding of Company's and Client's intellectual property and copyright, code of conduct, ISMS etc. .
- 2. I agree to act in accordance with all of the provisions of the policies of the Company, and to safeguard all of the knowledge and information I receive in the course of my internship with the company, whether it is the property of Capgemini, its client, or some other entity which makes such knowledge or information available.
- 3. I will not use any knowledge, trade secrets or other information of the company or its clients including, except for the purpose of the work I am allotted in the course of my duties or as otherwise permitted by the company. Confidential Information does not extend to information already in the public domain unless such information arrived there by unauthorized means.
- 4. Without limiting the previous clause I undertake that I will not, nor will I attempt to:
  - a. Remove or take any such Confidential Information; or
  - Disclose Confidential Information to any third party other than in the proper course of my duties or as otherwise permitted by the company;
  - c. Gain personal advantage from trading in or on the basis of Confidential Information; or
  - Cause or procure any other person to deal in the securities of any company on the basis of Confidential Information
  - e. Obtain nor claim any ownership interest in any knowledge or information obtained from Capgemini and its Clients.
- 5. Post termination of my internship with the Company, I recognize that I cannot disclose to any future employer, or use for my own purposes any Confidential Information I may have access to during my internship tenure with the Company.
- 6. I undertake to duly return all the assets received by me from the Company on the last day of my internship with the Company as may be identified. In the event I fail to return any of the Company assets, the Company is at liberty to take appropriate steps to recover the same including but not limited to withholding my stipend and deducting the suitable amount as may be recoverable.
- 7. Subject to Clause 8 below, I agree that any dispute arising out of this undertaking & acknowledgment ('Acknowledgment'), the Company and myself will make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on the Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.
- 8. Notwithstanding the provisions of Clause 4, I agree that damages or an account of profits may be inadequate compensation for breach of this Acknowledgment and the company may seek an injunction or similar remedy to restrain any conduct or threatened conduct which is or may be a breach of this Acknowledgment.
- 9. This Acknowledgment is governed by the laws of Maharashtra, India. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Acknowledgment.

I HAVE READ & UNDERSTOOD THE ABOVE ACKNOWLEDGEMENT AND AGREE TO BE BOUND BY ITS TERMS	
Signature	Date

# **CONSENT LETTER**

# For use of Personal Information & Sensitive Personal Data or Information

- 1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
  - a) for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
  - b) stipend processing
  - c) law enforcement agencies,
  - d) to comply with a judicial/quasi judicial order,
  - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of
  - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
  - f) service providers providing services for biometric access to office premises for monitoring attendance.
- 2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
  - a. affiliates of the Company for administrative purposes and/or audit;
  - b. clients/prospects in relation to any staff augmentation assignments.
- 3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
- 4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
- 5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
- 6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information inCompany's records in the event of any change.
- 7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name: Signature: Date: