

HRD/3/4437633/11-12

May 18, 2011

Mr. Vibushanan Somasundaram  
16, Ramasamy Puram,  
1st Street,  
Thoothukudi - 600 003  
Tamil Nadu  
Ph: (91) 9677675307



Dear Vibushanan,

**Subject: Offer of Employment**

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you a Role of **Systems Engineer** with Infosys (the "Company") in **Job Level 3**. Your Role Designation will be **Senior Systems Engineer** and your **Personal Level** will be 3. Your location of reporting is **Chennai (Mahindra City), India** and the scheduled date of your joining the Company is **June 13, 2011**.

Your **Total Gross Salary** inclusive of Performance-linked Incentives will be **Rs. 40,347** per month. This has been detailed in the Compensation Details sheet. For the purpose of clarification, your compensation details and related figures is dependent on your Job Level and Personal Level within the Company.

Infosys has a Role and Competency based structure comprising Job Levels. A Job Level represents a distinct responsibility level defined within the organization. These Job Levels range from 1 to 9 and are further classified into Job Sub Levels. Personal Level belongs to the incumbent of a Role and is the same as the Job Level (the attached Information Sheet provides further details).

The terms & conditions of our offer are as follows:

**01. Date of Commencement of Employment:**

Your employment with the Company shall commence on **June 13, 2011**.

**02. Location:**

Your current location of employment shall be **Chennai (Mahindra City), India**. However, please note that the Company reserves the right to transfer its employees to any unit(s) / department(s) or office(s) of the Company or of its Affiliates and/or the office of the Company's customer ("Work Location"), other than the one an employee was initially hired to work for.

For the purpose of this agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

Accordingly, we want you to be aware that you may be transferred to another Work Location in the future depending on the Company's business requirements, and in the event thereof your remuneration and other benefits in relation thereto shall be determined in accordance with the Company's existing and future policies in that Work Location. Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the foregoing.

In the event of a transfer of your Work Location, the Company shall do its best to accommodate, solely at its own sole discretion, any requests or preferences you may have with respect to your choice of Work Location or any other matter in relation to the transfer, consistent with internal Company's policies.

### **03. Probationary Period and Confirmation as a Permanent Employee:**

You will be on probation for a period of six months from the date of joining the Company and may be confirmed as a permanent employee upon successful completion of your probation. Please note that as per Company policy, the employee would be confirmed on the 1st day of the month succeeding the month of completion of probation of six months from the date of joining the Company or after the period of probation, whichever is later. In addition to your performance during the Probationary Period, your confirmation as a permanent employee is subject to your submitting the requisite documents as required by the Company. Further details are enclosed in the Information Sheet.

### **04. Earned Leave:**

Infosys has only one type of leave, i.e. Earned Leave. During the probationary period as well as during the 1st and 2nd year of service, you would be eligible for 15 working days of leave per annum. The leave eligibility shall begin in the respective quarter of your joining the Company.

For example: If an employee joins the Company in quarter three of the fiscal year 2011-12, his / her leave eligibility would start in quarter three of the fiscal year 2011-12. For the purpose of leave credit quarter three of the fiscal year 2011-12 will be considered as the first quarter. Please note that leave shall be credited on a pro-rated basis in the first quarter of the employee's employment.

On completion of 2 years in service, you shall be eligible for 20 working days leave per annum which would be credited to the employee on a quarterly basis. You would be eligible for the additional leave from the 3rd year onwards from the quarter succeeding the quarter in which you would be completing 2 years with the Company from the date of joining. The table below is indicative or based on the assumption that the employee joins on the first day of a quarter.

Year / Quarter	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
During probationary period	4	4	4	3	15
1st & 2nd year of service	4	4	4	3	15
3rd year onwards	5	5	5	5	20





Further details will be provided to you at the time of joining.

**05. Increments and Promotions:**

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

**06. Incentive Schemes:**

**a) Company Performance-linked Incentive (CPI):**

You will be eligible for a Company Performance-linked Incentive (CPI) from your date of joining the Company. CPI is based on the performance of the Company in a particular quarter, in terms of the top-line revenue in USD as per International Financial Reporting Standards (IFRS), on a standalone basis. The actual payout is based on Company performance and can be up to 125% of the amount indicated in your Compensation Details sheet (at an indicative payout of 100%). At an indicative payout of 100%, CPI would be an amount equivalent to 15% of your Fixed Gross Salary. Further details are enclosed in the Compensation Details sheet.

To be eligible for the payout of the differential payout, you will need to be employed with the Company on the applicable date of payout. For further details, please refer to the Information Sheet.

**07. Health Insurance Plan - Group Health Insurance Scheme (FY 2011-12):**

You will be eligible to participate in a Group Health Insurance Scheme, which also has various options. You will be covered under the Standard Plan by default until you exercise your option under the scheme. Standard Plan provides you and your family including your spouse and two children up to the age of 22 years with a cover of Rs. 2,50,000 per annum.

This Scheme helps you to enhance the coverage with various other participatory optional health insurance plans (Gold Plan & Silver Plan) by making a payment towards the subsidised premium for which you can claim tax rebates.

**08. Group Life Insurance & Personnel Accident Coverage Scheme:**

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust that provides you with a total life insurance cover of Rs. 40,00,000 of which Rs. 25,00,000 is covered towards natural death, and additional Rs. 15,00,000 towards an accidental death. All Infosys employees become members of Infosys Welfare Trust, by one-time payment of Rs. 250 and fixed monthly contribution of Rs. 150.

The details of the Scheme would be available to you when you join the Company.

**09. Notice Period:**

During probation, your services can be terminated with one month notice or salary thereof on either side. On confirmation as a regular employee, you will be required to give three months notice or salary thereof in case you decide to leave our services subject to the Company's discretion. In the event of you having any incomplete assignment, the Company will have the discretion to relieve you only at the end of the three months notice period.



Similarly, the Company can terminate your services by giving three months notice or salary thereof.

#### **10. Background Checks:**

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "Offer Annexure for India". If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, in advance of initiating appropriate action.

In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

#### **11. Other Terms & Conditions:**

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

You will be required to claim all business related expenses and settle all dues within 30 days of incurring the expenditure. Expense claims, which are received after 30 days from the date of incurring the expenditure, will be deemed to be unauthorized. Also, any unsettled dues post the aforementioned period would be deducted from the salary.

You hereby acknowledge and agree to abide by all internal policies of the Company. The same shall either be expressly provided to you or they shall be available at the Company's intranet website ("Sparsh").

The Company has policies that are linked to performance management, career growth and annual compensation review of an employee and these policies shall be applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your category of employees. This offer is also conditional upon your acceptance and execution of the Non Compete Agreement (Annexure I).

Furthermore, the Company has various human resources and administration policies and procedures. The Company reserves the right to vary these policies at any time in its absolute discretion. While these policies do not form part of your contract of employment, you are required to abide by all applicable policies.







This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorised officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, kindly bring a duly signed duplicate copy of the same on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,

**ESHAN JOSHI**  
**ASSOCIATE VICE PRESIDENT - HRD**

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Sign your name

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
Location

COMPENSATION DETAILS (All figures in Rs. per month)	
NAME	Mr. Vibushanan Somasundaram
ROLE	Systems Engineer
ROLE DESIGNATION	Senior Systems Engineer
<b>1. MONTHLY COMPONENTS</b>	
BASIC SALARY	11,510
FIXED DEARNESS ALLOWANCE (FDA)	1,100
BASKET OF ALLOWANCES (HRA, LTA, Medical Allowance, Children's Education Allowance, Transport / Allowance, Miscellaneous Allowance)	17,832
BONUS / EX-GRATIA (95% of the eligible amount (20% of (Basic + FDA)) being paid out on a monthly basis)	2,396
<b>MONTHLY GROSS SALARY</b>	<b>32,838</b>

<b>2. ANNUAL COMPONENT</b>	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	126

<b>3. RETIRAL BENEFITS</b>	
PROVIDENT FUND - 12% of (Basic + FDA)	1,513
GRATUITY - 4.81% of (Basic + FDA)	607
<b>FIXED GROSS SALARY (1+2+3)</b>	<b>35,084</b>

<b>4. INCENTIVE COMPONENTS</b>	At an indicative Payout of 50%	At an indicative Payout of 100%
COMPANY PERFORMANCE-LINKED INCENTIVE (CPI)	2,632	5,263
<b>TOTAL GROSS SALARY (Inclusive of Incentives)</b>	<b>37,716</b>	<b>40,347</b>

OTHER BENEFITS				
Scheme	Eligible Amount in Rs.	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SOFT LOAN	Fifty Thousand (With Security)	@ 4%	24	Nil
	Twenty Five Thousand (Without Security)			
SALARY LOAN	One Month's Gross Salary	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.				
The operation of CPI is subject to change as per Company policy. You shall be duly notified in the event of any such change.				



## ANNEXURE I

### NON COMPETE AGREEMENT

I, \_\_\_\_\_ do hereby acknowledge and confirm the following:-

(1) I am accepting employment with Infosys Technologies Limited ("Infosys"). Now, as per the presents below, I agree to the following terms herein, and acknowledge that this is a material condition of my employment with Infosys Technologies Limited.

(2) I am required, on behalf of Infosys, to provide services to, or solicit business from, various clients of Infosys (each such client hereinafter referred to as a "Customer").

(3) In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with Infosys for any reason, I will not:

a. accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with Infosys;

b. accept any offer of employment from a Named Competitor of Infosys, if my employment with such Named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with Infosys.

For the purposes of this Non Compete Agreement, "Named Competitor" shall mean the following entities and their wholly owned subsidiaries:-

- i. Tata Consultancy Services Limited
- ii. Accenture Limited
- iii. International Business Machines Corporation
- iv. Cognizant Technology Solutions Corporation
- v. Wipro Limited

Place: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Employee Name : Vibushanan Somasundaram

Acknowledged by Infosys Technologies Limited:





## INFORMATION SHEET

Name : Vibushanan Somasundaram  
Candidate ID: 4437633

### **1. Role and Competency Based Organization**

Infosys has a Role and Competency based structure comprising Job Levels. A Job Level represents a distinct responsibility level defined within the organization. These Job Levels range from 1 to 9 and are further classified into Job Sub Levels. A Role is defined as a set of responsibilities and accountabilities assigned to or expected to be carried out by a person or group. A proficiency level is defined as the differentiated competency level of the same Role in the form of additional activities or increasingly complex tasks performed. All Roles are aligned to specific Job Levels while proficiency levels are aligned to Job Sub Levels within a Job Level.

Personal Level belongs to the incumbent of a Role and is the same as the Job Level. All policies related to compensation and benefits are based on the Personal Level of the individual. For senior management levels, there are Titles such as Associate Vice President, Vice President and Senior Vice President. For employees holding such Titles, the Personal Level is the same as the Title. A promotion is defined as the movement of an individual from one Role to a Role in a higher Job Level. Progression is defined as the movement of an individual from one proficiency level within a Role to the next higher proficiency level within the same Role or to another Role within the same Job Level.

All HR processes such as selection, training requirements, career planning, growth and compensation & benefits are based on this Role and Competency based structure.

### **2. Probation Period and Confirmation as a Permanent Employee**

You will be on probation for a period of six months from your date of joining the Company and may be confirmed as a permanent employee upon successful completion of your probation. Please note that as per Company policy, the employee would be confirmed on the 1st day of the month succeeding the month of completion of probation of six months from the date of joining the Company or after the period of probation, whichever is later.

In addition to your performance during the probationary period, your confirmation as a permanent employee is subject to your submitting the requisite documents as required by the Company. Two copies of the following (To be provided on the date of your joining the Company. Please refer to the clause on 'Background Checks' for further details) will constitute the required documents:

1. Class 10 (or equivalent) Marks Sheet/s
2. Class 12 (or equivalent) Marks Sheet/s
3. Graduation Marks Sheet/s
4. Final Graduation Degree Certificate
5. Post Graduation Marks Sheet/s (if applicable)
6. Diploma Certificate (if applicable)
7. Relieving letter / experience letter (in case you are already employed) from all previous employers (as applicable)
8. Passport
9. National Skills Registry
10. PAN Card ("Under Income Tax laws, disclosure of your Permanent Account Number (PAN) to Infosys Technologies Limited is mandatory. Please disclose your PAN to Infosys on or before 30 days from the day of joining and note that disclosure of PAN is a pre-condition for your confirmation into the system").

Please note that the above mentioned documents should be uploaded and approved in the e-docket application 15 days prior to the due date of confirmation. Your confirmation with the Company may be withheld in case of failure to submit the aforementioned documents. The period of probation can be extended for a further period of six months or part thereof as per the Company Policy.



### 3. Incentives :

#### Company Performance-linked Incentive (CPI)

CPI is based on the performance of the Company in terms of the top line revenue in USD as per International Financial Reporting Standards (IFRS) on a stand-alone basis. Your monthly entitlement of CPI could be up to 125% of the CPI amount as set out in your individual Compensation Details sheet. CPI will be earned on a quarterly basis subject to the Company achieving pre-set revenue targets during the quarter.

Certain percentage of the CPI amount will be paid out in advance on a monthly basis. The CPI payout percentage to individuals is uniform and prorated to the time the individual has spent in the Company in that quarter. The percentage communication for the current applicable quarter will be done in the first month of each quarter.

*The balance amount calculated as the difference between the CPI percentage for the quarter announced by the Company at the end of the quarter and the percentage already paid on a monthly basis in advance during the quarter, if any, will be paid out in the first month of the succeeding quarter. Please note that the mode of payment for each financial year will be determined at the beginning of the same and may be changed during the year without any prior notice.*

To be eligible for the payout of the differential payout, you will need to be employed with the Company on the applicable date of payout.

### 4. Ex-Gratia / Bonus

You will be eligible for an Ex-Gratia/ Bonus payout which would be calculated at 20% of the sum of the Basic Salary and Fixed Dearness Allowance as mentioned in the Compensation Details Sheet of this letter. The mode of payment for Financial Year 2011-12 will be as follows: 95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis. The mode of payment for each Financial Year will be determined at the beginning of the same.

#### Illustration:

Bonus amount mentioned in the Compensation Details sheet (at a payout of 100%) for a certain employee is Rs. 1,000 per month. 95% of this amount, i.e. Rs. 950, would be paid out to the employee per month through the year. The balance amount of Rs. 50 per month shall be consolidated and paid out at the end of the fiscal year.

### 5. Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month. The components are as follows: House Rent Allowance, Leave Travel Allowance, Medical Allowance, Transport Allowance and Children's Education Allowance.

You can split the BOA under the above-mentioned components according to your preferences and tax plans. You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities.

### 6. Information Security

Information Security related roles and responsibilities of all Infoscons are outlined in the "Information Security Policy" of Infosys. On joining the organization, every Infoscon is expected to abide by the policy. All Information Security standards and guidelines will also be applicable to you. In addition, for roles that are privy to more sensitive information, specific Information Security responsibilities will be communicated on joining.

## 7. National Skills Registry Policy

Infosys has always believed in surpassing customer expectations and has created several new benchmarks and standards in security, service & quality, and in order to do this, we have maintained a strong focus on compliance. NASSCOM, the premier industry organization has conceived the “**National Skills Registry**” that promises more effective information security standards. It aims to register all the people working in our industry on a web-enabled database and uniquely identify each industry person based on bio-metrics. In case you have not registered your self with National Skills Registry, you would be required to do so prior to your joining Infosys Technologies Ltd. The cost of your registration with National Skills Registry will have to be borne by you. You would be required to register with the National Skills Registry irrespective of whether you are in a technical role or a business enabling role”. For more information on national skills registry for registration, please visit [www.nationalskillsregistry.com](http://www.nationalskillsregistry.com). This kit contains the document on steps/procedures for NSR registration.

Note: This document gives indicative details of all plans. Their implementation is governed by policies of Infosys and applicable legal agencies and may change from time to time without prior notice. Latest details and specifics of each plan are available with the Human Resources Department.