



Ref: L&TIL/HR/OPT/ 116644

Date - December 19th, 2018

Anshul Majoka, 274 Wayne St, Jersey City, NJ - 07302

Re: Optional Practical Training with Larsen & Toubro Infotech Ltd.

Dear Anshul,

With reference to the interview you had with us, L&T Infotech ("L&T INFOTECH" or the "Company") is pleased to provisionally offer to provide you with training as part of your Optional Practical Training commencing on or about December 27<sup>th,</sup> 2018 for a period of 6 months, extendable for 6 months based on performance.

Outlined below are some of the general terms of our offer of training, which are in accordance with the related personnel policies and practices of L&T INFOTECH.

# 1. POSITION:

You will be hired as a Optional Practical Trainee at our client location at Citigroup, Tampa, FL. This position is exempt under Federal and State Law. You will be reporting to Sheeba David and may be assigned to other supervisors. You may be transferred to any of our other locations or any client locations, at the Company's discretion.

You will be provided training and also follow certain process including:

Developing Capital Markets real time Front Office trade Monitoring and Surveillance solutions. Candidate will be a hands-on and responsible for developing J2EE compliant middleware, real time processing applications using latest open source technology stacks and cloud computing. Position will be responsible for

- Middleware/ UI strategy and architecture for future development on our multiple components
- With strong UI development background, creating rich UI using technologies such as HTML5, AngularJS, NodeJS, MongoDB
- Work closely with the business analyst, the architect and the user community to translate the user requirements to scalable solutions
- Ensure that the application components are built to the highest standards across the application lifecycle with a constant eye for process improvement through unit testing automation, one click build and deployment
- Develop a new web presence for the application, including new workflow screens and drilldown screens.





- Interact with and provide some direction to offshore colleagues in India
- Conduct research on new products and technologies, to ensure the team are aware of the latest products/ frameworks/ patterns/ development strategies are evaluated and utilized
- Projects are run in iteration lifecycles experience of Agile development and scrums is highly beneficial

## 2. TRAINING DURATION:

In accordance with U.S. immigration requirements, your Optional Practical Training will be limited to a maximum of one year in duration or up to the validity of your Employment Authorization Document, which ever date is earlier, subject to all L&T INFOTECH training and employment practices, policies, and procedures, including atwill, as set forth in Paragraph 4 below.

# 3. COMPENSATION:

Your salary will be \$90,000 per annum, payable to you on a bi-weekly basis, subject to all applicable federal, state and local taxes and any other statutory deductions. As a Trainee, you are not eligible to participate in any benefit plans maintained by the Company, other than Health Insurance Coverage & Paid time off (PTO), as per the Company's plan.

# 4. TRAINING IS AT-WILL:

Your training with L&T Infotech is at-will, which means that it is for no definite period and either you or the Company shall have the right to terminate the employment relationship, except for the requirements of the L&T Infotech Confidentiality Agreement, Agreement for Assignment of Inventions, and Agreement Not to Compete, for any reason or no reason, with or without cause, notice or procedural requirements. Neither this offer of employment nor any Company policy, procedure or communication shall grant any right or guarantee of employment or benefits for any period except as set forth in the following paragraph. No representative of L&T Infotech can modify or alter this condition of your employment, or any other term of this offer, unless they do so in a written agreement signed by L&T Infotech's Vice President.

In the event that you wish to end your employment we request that you provide us with at least two (2) weeks' notice in writing informing the Company of the date your employment will end. Similarly, the Company will provide you with two (2) weeks' notice in advance of a termination of your employment. In either event, the Company has the right to allow you to continue to work during the two (2) week period or to provide pay in lieu of the working during the notice period, at its sole election.





# 5. OTHER CONDITIONS AND OBLIGATIONS:

- a. You have represented, and upon acceptance, hereby confirm, that you are not subject to any currently effective employment contract, or any other contractual or other binding obligations pursuant to which your training or employment activities with or on behalf of the Company may be subject to any restrictions, including without limitation, any agreements or other obligations or documents relating to non-competition, confidentiality, trade secrets, proprietary information or works for hire.
- b. Execution of this letter by you shall further indicate that you understand and acknowledge that this letter (including the Confidentiality Agreement, Agreement for Assignment of Inventions, and Agreement Not to Compete, and the Information Security Guidelines attached hereto) constitutes the sole and complete understanding between you and the Company with respect to this offer of training, and you hereby acknowledge that there are no other agreements, understandings or representations, whether written or oral and whether made contemporaneously or otherwise, with respect to this offer of training and, if you decide to accept this offer of training, that you are not relying on any such other agreements, understandings or representations, or any discussions or negotiations, all of which are hereby merged in this letter.
- c. Thank you for considering L & T INFOTECH in your career plans. We would be happy to have you join our team. This offer is contingent upon the following:
  - Your satisfactory completion of any pending reference and background and employment eligibility in the United States verification checks;
  - Receipt from you of confirmation that you requested optional practical training prior to completion of all course requirements for your degree or prior to completion of your course of study;
  - Receipt from you of a copy of your Employment Authorization Document;
  - Receipt of an executed copy of the attached Fair Credit Reporting Act consumer disclosure and general authorization statement;
  - Receipt from you of a copy of your Form I-20 with the designated school official's endorsement;
  - Any and all other information required providing proof of eligibility for employment in the United States; and
  - Receipt from you of an executed Confidentiality Agreement, Agreement for Assignment of Inventions and Agreement Not to Compete, and the Information Security Guidelines, copies of which are attached.

Please indicate your acceptance of this offer by signing and dating the additional copy of this letter in the space provided below, and return it to Mr. Parag Dadpe, within seven days of your receipt of this letter, along with the following documents, which will expedite the trainee hiring process:





- 1. An original copy of this letter executed by you;
- 2. An executed copy of the enclosed Confidentiality Agreement, Agreement for Assignment of Inventions and Agreement Not to Compete;
- 3. An executed copy of the Information Security Guidelines;
- 4. An executed copy of the attached Fair Credit Reporting Act consumer disclosure and general authorization statement;
- 5. References from your previous employer;
- 6. Copies of your Form I-20 and any and all other information required providing proof of eligibility for employment in the United States;
- 7. Copies of educational certificates or transcripts; and
- 8. An executed copy of the Anti-Harassment and Non Discrimination Policy for the USA.

By signing below, you also confirm that, in accepting this offer, you have relied on no promises or statements that were made to you concerning your training other than those contained in this offer letter. You further acknowledge and confirm that all of the representations you have made and all information that you have provided to the Company on any training program application, resume and/or in any other document, or orally during the interview process, concerning, among other things, your prior employment history, education, experience and other qualifications, are true and correct. You hereby authorize the investigation and verification, and any subsequent re-investigation and verification, of all such representations you have made and information you have provided. You hereby give your consent to all such former employer(s), educational institution(s), listed references and other contacted persons to respond to the Company's request for verification and/or for additional information, and you hereby release all of the foregoing who are contacted by the Company, from any liability for providing such responses. You understand and agree that any falsifications, misrepresentations, or omissions with respect to any of the representations and information that you have made or supplied to the company may be grounds for the withdrawal of this offer of participation in the training program or, if hired, the termination of your training program. Accordingly, this offer to provide you with training, and the commencement and continuation of any training, are contingent upon the results of the foregoing investigation and verification, and any subsequent re-investigation and verification, of all representations and information that you have made or supplied to the Company.





Anshul Majoka



For additional information regarding the benefits, terms and conditions of training, please consult Mr. Parag Dadpe in the Human Resources Department at our New Jersey office or via e-mail at Parag.Dadpe@Intinfotech.com

office or via e-mail at Parag.Dadpe@Intinfotech.com

Very truly yours,

For Larsen & Toubro Infotech, Ltd.

Shebu Raphael
Shebu Raphael
Vice President - Human Resources

AGREED AND ACCEPTED

Anshul(Dec 19, 2018)

Date:







# **Enclosures**

- 1
- 2
- Non-Disclosure and Non-Compete Agreement Information Security Guidelines Fair Credit Reporting Act Consumer Disclosure and General Authorization 3 Statement
- Anti-Harassment and Non Discrimination Policy for USA 4







## **Confidentiality, Non-Competition and Inventions Agreement**

This Agreement ("Agreement") is made this **27**<sup>th</sup> day of **December, 2018,** by and between **Larsen & Toubro Infotech Limited** ("LTI" or the "Company")

and

Anshul Majoka, ("Employee").

#### **RECITALS**

- A. LTI is engaged in the business of, among other things, providing computer support products, solutions, programs and/or services, including with respect to the developing, servicing, sale and/or leasing of information systems (the "Business").
- B. LTI has expended, and will continue to expend, a great deal of time, money and effort to develop and maintain proprietary, trade secret and other confidential business information relating to the Business which, if misused or disclosed, could be very harmful to the Business. Employee recognizes that, as a result of Employee's employment or continued employment with a LTI business entity, Employee has had or will have access to (among other things) LTI's proprietary, trade secret, or other confidential information of or relating to the Business.
- C. Employee recognizes and acknowledges that LTI, in all fairness, needs certain protection in order (among other things) to ensure that Employee does not misappropriate or misuse any proprietary, trade secret or other confidential information relating to the Business, cause injury to LTI's customer relationships, or take any other action which could result in a loss of goodwill developed for and on behalf of LTI and at its expense.
- D. Employee desires to be (i) employed, or to continue to be employed, by LTI, (ii) eligible for opportunities for advancement, additional responsibilities and compensation increases, (iii) given responsibility for developing and/or maintaining (or supervising the development and/or maintenance of) customer relationships, and (iv) given access to certain proprietary, trade secret and other confidential information -- some or all of which would not be available but for Employee's execution of this Agreement.

NOW THEREFORE, in consideration of the above and of the mutual covenants and agreements hereinafter set forth, Employee and LTI agree as follows:

1. <u>Definitions</u>. For purposes of this Agreement:







- (a) "Trade Secret Information" of LTI shall mean all information, regardless of the form or medium in which it is or was created, stored, reflected or preserved, that is not commonly known by or generally available to the public and that: (i) derives or creates economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secret Information may include, but is not limited to, all confidential information relating to or reflecting the Company's research and development plans and activities; compilations of data; product plans; sales, marketing and business plans and strategies; pricing, price lists, pricing methodologies and profit margins; personnel; inventions, concepts, ideas, designs and formulae; analyses, strategies and studies; internal financial information; current, past and prospective customer lists; current, past and anticipated customer needs, preferences and requirements; market studies; computer software and programs (including object code and source code); and computer and database technologies, systems, structures and architectures.
- (b) "Confidential Information" shall include, but is not limited to, all confidential information of LTI, regardless of the form or medium in which it is or was created, stored, reflected or preserved, and includes, but is not limited to, Trade Secret Information. Employee understands that Confidential Information may or may not be labeled as "confidential."
- (c) "Restricted Period" shall mean the period of Employee's employment with LTI plus one (1) year immediately following Employee's last day of employment with LTI; provided, however, that the running of the Restricted Period shall be tolled during any period of time during which Employee violates any applicable provisions of Section 3.
- 2. <u>Restrictions and Obligations Relating to Confidential Information and Other Company Property.</u>
- (a) All Confidential Information shall be deemed property of LTI. Employee shall use Employee's best efforts and diligence to protect the Confidential Information and other Company property for and on behalf of LTI. Employee shall not, directly or indirectly, use or disclose any Confidential Information except as may be required for the proper performance of Employee's duties for and on behalf of LTI, and in accordance with LTI's policies and procedures relating thereto.
- (b) Employee will not access, copy, download, email, reproduce or otherwise duplicate, record, abstract or summarize any Confidential Information, or use any LTI computers, computer systems, equipment, tools or other property of the LTI, except as expressly permitted or required for the proper performance of Employee's duties for and on behalf of LTI. Employee is not authorized to, and shall not, access any LTI computer or computer system, or access, copy, download, email, reproduce or otherwise duplicate, record, abstract or summarize any Confidential Information (among other things) to compete or prepare to compete against LTI, or for or on behalf of any competitor.
- (c) Employee shall deliver promptly to LTI, or LTI's designee, at the termination of Employee's employment or at any other time upon the Company's request, all Confidential Information (including all copies thereof, regardless of the medium in which such information may be stored) and all computers, equipment, tools and other property of LTI.







- (d) Each of Employee's obligations in this section shall also apply to all confidential, trade secret and proprietary information learned or acquired by Employee, during Employee's employment with LTI, from or about others with whom LTI has, had or contemplated having a business relationship.
- (e) Employee's obligations under this section shall continue after his or her employment with LTI ends; provided that Employee's post-employment obligations contained herein with respect to Confidential Information shall not apply if and to the extent Employee demonstrates that: (i) the same information was in Employee's possession prior to Employee's employment by LTI; (ii) the same information is or becomes generally available to the public and such public availability is not the result, directly or indirectly, of any fault of, or improper taking, use or disclosure by, Employee or anyone working in concert or participation with Employee; or (iii) Employee obtains the information properly, from a source that was free to disclose it, and under circumstances such that Employee neither knew nor had reason to know that such information had been acquired, used or disclosed improperly.

#### 3. Restrictive Covenants.

- (a) Employee acknowledges that (i) LTI has spent substantial time, money and effort over the years in developing and solidifying its customer relationships and protecting its Confidential Information and goodwill, (ii) customer relationships often can be difficult to develop and require a significant investment of time, effort and expense, and (iii) LTI pays its employees, such as Employee, to, among other things, develop and preserve customer goodwill, customer loyalty and customer contacts, as well as Confidential Information, for and on behalf of LTI. Employee shall not, during the Restricted Period, directly or indirectly, on Employee's behalf or for or on behalf of any other person, firm, corporation or entity:
- (1) work at or for, or be employed by, any customer of LTI (x) to whom or for which Employee provided any work or services, or (y) to whom Employee was assigned, at any time during Employee's final one year of employment with LTI (collectively, the "Covered Customers");
- (2) solicit, divert, or take away, or attempt to solicit, divert or take away, from LTI the business of any Covered Customer for the purpose of selling or providing to, or servicing for, any such Covered Customer any product, program or service which was provided by LTI at any time during Employee's final one year of employment with LTI (or which product, program or service is a substitute therefor or competes therewith);
- (3) provide any competitive products, programs or services to any Covered Customer, in competition against LTI; or
- (4) solicit or induce, or attempt to solicit or induce, any employee of LTI with whom Employee worked, or about whom Employee had any Confidential Information, to leave the employ of LTI or to work for any competitor of LTI.
- (b) In addition, Employee shall not compete against LTI at any time during Employee's employment with LTI.
- (c) The restrictions in Section 3(a)(1)-(3) shall apply only to prevent Employee from providing products, programs and services in the business and industry segments in which Employee provided





products, programs or services for or on behalf of LTI at any time during Employee's final one year of employment with LTI. For purposes of Section 3, a "Covered Customer" includes the parent and any subsidiaries or affiliates of such customer.

**SPECIAL NOTICE TO CALIFORNIA EMPLOYEES:** Sections 3(a)(1)-(3) shall <u>not</u> apply after Employee's employment with LTI ends (1) if Employee is employed by LTI in California at the time he/she signs this Agreement; (2) if Employee is employed by LTI in California on the last day of his/her employment by the LTI; (3) if Employee works for LTI primarily in California; and/or (4) with regard to any project(s) on which Employee worked, or customer(s) with whom Employee worked, while Employee was working for LTI in California.

4. <u>Acknowledgements Regarding Restrictions</u>. Employee agrees that the restrictions contained in Section 3, both separately and in total, are reasonable and enforceable in view of, among other things, (a) LTI's legitimate interests in protecting its Confidential Information, goodwill and customer relationships, (b) the narrow range of the activities prohibited, (c) the Confidential Information to which Employee has or will have access, which Employee agrees has a useful competitive life of more than one year, and (d) Employee's background, which is such that the restrictions should not impose any undue hardship on Employee. Employee and LTI further agree that nothing in Section 3 above shall prevent Employee from performing Employee's normal duties and responsibilities for LTI.

## 5. Assignment of Inventions.

- (a) Ownership. Employee hereby assigns to LTI all of Employee's rights, title, and interest (including but not limited to all patent, trademark, copyright and trade secret rights) in and to all Work Product (as defined herein). Employee further acknowledges and agrees that all copyrightable Work Product prepared by Employee within the scope of Employee's employment with LTI are "works made for hire" and, consequently, that LTI owns all copyrights thereto. For purposes of this Agreement, "Work Product" shall include, but is not limited to, all literary works, software, documentation, memoranda, musical works, photographs, artwork, sound recordings, audiovisual works, ideas, designs, inventions, discoveries, creations, conceptions, improvements, processes, algorithms, and so forth which (i) are prepared or developed by Employee, individually or jointly with others, during Employee's employment with LTI, or within six (6) months thereafter, whether or not during working hours, and (ii) relate to or arise in any way out of (1) current or anticipated businesses or activities of LTI, (2) LTI's current or anticipated research or development, (3) any work performed by Employee for LTI, or (4) any information or assistance provided by LTI, including but not limited to Confidential Information.
- (b) <u>Disclosure</u>. Employee shall promptly disclose to LTI all Work Product. All such Work Product is and shall forthwith become the property of LTI, or its designee, whether or not patentable or copyrightable. Employee will execute promptly upon request any documents or instruments at any time and undertake any other action deemed reasonably necessary or proper by LTI in order to formally convey and transfer to LTI or its designee title to such Work Product, or to confirm LTI's or its designee's title therein, and in order to enable LTI or its designee to obtain and enforce United States and foreign Letters Patent, Trademarks and Copyrights thereon. Employee will perform Employee's obligations under this Section 4 without further compensation, except for reimbursement of reasonable out-of-pocket expenses incurred at the request of LTI. If Employee is unable due to disability or incapacity, to execute any such documents relating to Work Product, Employee hereby appoints each officer and director of LTI to be Employee's Attorney-in-Fact to so execute such documents on behalf of Employee. This is a durable





Power of Attorney, the authority of which shall not terminate if Employee becomes disabled or incapacitated. If Employee refuses, following thirty days' prior written notice from LTI, or is unable due to death to execute any such documents relating to Work Product, Employee covenants and agrees that Employee's heirs, successors, estate and personal representative are hereby authorized and directed to execute such documents on behalf of Employee, and upon the failure of such heirs, successors, estate and personal representatives to execute such documents, Employee does hereby authorize each officer and director of LTI to so execute such documents on behalf of Employee's heirs, successors, estate and personal representatives. Notwithstanding anything contained in any other Power of Attorney, this agency is coupled with an interest and is therefore irrevocable without the prior written consent of LTI.

- (c) <u>Preexisting Work Product Not Assigned</u>. Employee shall specify, on Attachment A hereto, all preexisting Work Product, not assigned to LTI, and created prior to Employee's employment by LTI in which Employee has any right, title, or interest. If no such specification is made on Attachment A, or if Employee writes "none" or similar designation thereon, Employee shall be conclusively deemed not to have any such Work Product, and all Work Product shall be property of LTI hereunder.
- (d) <u>Original Development</u>. Employee represents and warrants to LTI that all work that Employee performs for or has performed for LTI, and all Work Product that Employee produces, will not knowingly infringe upon or violate any patent, copyright, trade secret, or other property right of any of Employee's former employers or of any other third party. Employee will not disclose to LTI, or use in any of Employee's Work Product, any confidential or proprietary information for which Employee has previously undertaken valid and continuing obligations of confidentiality or which belongs to others, unless both the owner thereof and LTI have consented.

**SPECIAL NOTICE TO EMPLOYEE:** The obligations of this Section 5 do not apply to any invention for which no equipment, supplies, facility, or Confidential Information of LTI was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) to the business of LTI, or (ii) to LTI's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for LTI. If Employee is a resident of California, Employee's obligation to assign the Employee's right, title and interest in Work Product under this Section 5 does not apply to any Work Product which qualifies fully under the provisions of California Labor Code Section 2870.

- 6. Rights to Photographs, Videos, Recordings and Electronic Images. Employee agrees that LTI may, and is entitled to, use, exploit, publish and copyright photographs, videos, audio and other recordings and electronic images of Employee (collectively, "Images") relating in any way to LTI's Business which are made during Employee's employment with LTI (and any derivative works made thereafter), and that LTI shall have all of Employee's rights, title and interest (if any) in, to, and under any such Images including, but not limited to, privacy, copyright, moral right, and rights to publicity. LTI may use such Images, without further compensation or any other additional consideration, for any advertising, publishing or other business purposes on behalf of LTI during or after Employee's employment by LTI.
- 7. <u>Duties; Employment at Will</u>. Employee shall have such title and duties as may be assigned from time to time by LTI. This Agreement shall apply to Employee regardless of LTI subsidiary or business division for which Employee works or provides services, or the duties to which Employee is or may in the future be assigned. Employee acknowledges that, unless otherwise specified in a separate employment agreement that is signed by either the Chief of Human Resources or the Managing Director of LTI, Employee is an employee-at-will, and nothing herein shall alter or affect such employee-at-will status.





- 8. Choice of Law and Forum. LTI is headquartered in New Jersey, and LTI anticipates that Employee will be provided information and/or guidance from management in New Jersey. This Agreement shall be construed in accordance with and governed by New Jersey law without reference to the conflicts or choice of law principles thereof. Any litigation arising out of or relating to this Agreement shall be filed and pursued exclusively in the State or Federal courts encompassing Middlesex County, New Jersey, and the parties hereto consent to the jurisdiction of and venue in such courts.
- 9. <u>Injunctive Relief</u>. In the event of a breach or threatened breach of any of Employee's duties or obligations under the terms or provisions of Sections 2, 3, 5, 6 or 8 hereof, LTI shall be entitled, in addition to any other legal or equitable remedies it may have (including any right to damages), to temporary, preliminary and permanent injunctive relief restraining such breach or threatened breach. Employee hereby expressly acknowledges that the harm which might result to LTI as a result of Employee's noncompliance with any of the provisions of Sections 2, 3, 5, 6 or 8 would be largely irreparable.
- 10. <u>Third Party Beneficiary</u>. Each LTI direct and indirect subsidiary is a third party beneficiary of this Agreement with respect to such subsidiary's Confidential Information, Work Product and other business interests, and each such subsidiary has the full right and power to enforce rights, interests and obligations under this Agreement without limitation or other restriction.

## 11. Assignment, Amendments and Other Provisions.

- (a) This Agreement and the rights hereunder shall be freely assignable by LTI. This Agreement shall inure to the benefit of, and be binding upon, any other entity which shall succeed to the LTI's business. Except as otherwise specifically provided herein, neither this Agreement nor any rights hereunder shall be assigned by Employee, and any such attempted or purported assignment shall be null and void.
- (b) No modification or amendment of any of the provisions of this Agreement by the parties hereto shall be effective unless made in writing and duly executed by all parties hereto. The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement and are not to be considered in interpreting this Agreement.
- (c) In the event of a breach or threatened breach of this Agreement, the non-breaching party shall be entitled to recover such party's attorneys' fees incurred as a result of such breach or threatened breach.
- (d) All notices and other communications required or permitted to be given hereunder or by reason of this Agreement shall be in writing and shall be deemed to have been properly given (a) when delivered in person to the party to whom such notice is directed; or (b) three (3) days after being deposited in the United States mail, return receipt requested, postage prepaid, to the party(ies) addressed as shown below their respective signatures to this Agreement (and for notices to LTI with a copy to its Vice President for Human Resources), or as such party may designate thereafter by notice in accordance with this Section.
- (e) Whenever possible, each provision, or subpart thereof, of this Agreement shall be interpreted so as to be valid and enforceable under applicable law. If any provisions, or any subparts thereof, of this





Agreement shall be prohibited or invalid under applicable law, the court shall modify and, to the maximum extent permissible under applicable law, enforce such provisions or subparts, and their status shall not affect the validity of any other provisions or subparts.

- (f) No delay or failure of either party to exercise any right under this Agreement, and no partial or single exercise of any right, shall constitute a waiver of that or any other right unless expressly so provided in writing, and no such waiver shall operate or be construed as the waiver of the same or of another breach on a prior or subsequent occasion.
- (g) This Agreement may be executed in counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. Signatures provided by facsimile or in portable document format (a/k/a pdf) shall be as binding as original signatures.
- (h) There are no oral or other verbal understandings or agreements which in any way change the terms, covenants, or conditions set forth in this Agreement. This Agreement shall supplement, but not supercede or negate, Employee's obligations under the rules, policies and procedures of LTI and, to the extent applicable, of LTI's parent company. In addition, nothing herein shall affect any rights or obligations that employee may have by virtue of any agreement between Employee and either LTI or LTI's parent company signed prior to Employee's assignment to the United States; provided, however, that this Agreement does supercede any other noncompetition obligations that Employee may have had.
- (i) LTI may disclose this Agreement in whole or in part, to any person or entity, including without limitation one that is considering employing or engaging in a business relationship with, Employee.
- (j) Employee represents that the execution and delivery of the Agreement and Employee's employment with LTI do not violate any previous employment agreement or other contractual obligation of Employee with any other party. Employee has not disclosed, and will not disclose, to LTI any information, whether confidential, proprietary, or otherwise, which Employee is not legally free to disclose. Employee shall abide by the terms of any nondisclosure or confidentiality agreements between LTI and any other parties.
- (k) To ensure a clear understanding of this Agreement and Employee's compliance therewith, Employee agrees to engage in an exit interview with LTI, at a time and place designated by LTI and at LTI 's expense. Employee understands and agrees that during said exit interview, Employee may be required to confirm that Employee has complied and/or will comply with Employee's obligations under this Agreement. LTI may elect, at its option, to conduct the exit interview by telephone.

PLEASE NOTE: BY SIGNING THIS AGREEMENT, EMPLOYEE IS HEREBY CERTIFYING THAT EMPLOYEE: (A) HAS RECEIVED A COPY OF THIS AGREEMENT FOR REVIEW AND STUDY BEFORE EXECUTING IT; (B) HAS READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT; (C) HAS HAD SUFFICIENT OPPORTUNITY BEFORE SIGNING THE AGREEMENT TO ASK ANY QUESTIONS EMPLOYEE HAS ABOUT THE AGREEMENT AND HAS RECEIVED SATISFACTORY ANSWERS TO ALL SUCH QUESTIONS; AND (D) UNDERSTANDS EMPLOYEE'S RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT.





IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

## **EMPLOYEE's SIGNATURE**



Address: 274 Wayne St, Jersey City, NJ - 07302

# **L&T INFOTECH LIMITED**

Shebu Raphael
Shebu Raphael (Dec 19, 2018)

By:

Name: Shebu Raphael, Vice President Human Resources

Address: 2035 Lincoln Highway, Suite # 3004, Edison, NJ 08817







## **Attachment A**

## **Employee's Preexisting Work Product (See Section 5(c) of the Agreement)**

LIST DEIOW	, or check box ii none :
	List:
	None



## **Larsen & Toubro Infotech**







# LARSEN & TOUBRO INFOTECH LIMITED COMMERCIAL SOFTWARE PROTECTION AGREEMENT

I agree that, in consideration for using LTI Infotech computer hardware and all software, including commercial software as part of my employment, I recognize and will abide by the following conditions:

- 1. LTI Infotech licenses the use of its commercial software from a variety of outside companies. LTI Infotech does not own this software or its related documentation and unless authorized by the software developer, does not have the right to reproduce it.
- 2. With regard to use on local area networks or on multiple machines, LTI Infotech employees and consultants shall use the software only in accordance with the license agreement. Information on the license agreement for each piece of software can be obtained from LTI Infotech Manager of Information Systems Division.
- 3. LTI Infotech employees and consultants learning of any misuse of software or related documentation within the company shall notify their supervisor or the Manager of the Information Systems Division.
- 4. LTI Infotech employees and consultants who make, acquire, or knowingly use unauthorized copies of computer software will be subject to discipline up to and including termination of employment, in the Employer's sole discretion.
- 5. According to the Copyright Law, illegal reproduction of software can result in civil damages and criminal penalties, including fines and imprisonment.
- 6. LTI Infotech does not offer protection to any employee from prosecution by the owner, developer, maker, or distributor of the original commercial software.

Anshul (Dec 19	, 2018)	
Employ	ee's Signature	
Date:	Dec 19, 2018	

#### **Larsen & Toubro Infotech**









## **Information Security Policy Signoff**

Document Version / Détails : Ver 1.7/ 20 June 2013

#### Scope

LTI Infotech Information Security Policy Statement

"Information Assets are Critical to the success of our Business. We shall therefore, ensure the Confidentiality, Integrity and Availability of the Information Assets of our customers and our company using the most appropriate technology and process."

Information Security has many components and it is necessary to address every one of them. While the many of the aspects of security are addressed by the technical departments and the system administrators, every user has responsibilities to ensure good Information Security.

This document brings out in a summary form certain "Do's and Don'ts" for Personnel to ensure Information Security. The full policies to be followed by all Personnel are detailed in the LTI Infotech Information Security policy document which is hosted at Information Security Intranet site (<a href="http://itsecurity.lntinfotech.com">http://itsecurity.lntinfotech.com</a>). Personnel are required to go through the policy and ensure strict compliance with the same. All updates to policies are posted on Information Security website and the user shall visit Information Security website regularly to get updated information.

These policies shall be followed by all Personnel irrespective of whether they are working on LTI Infotech systems or Client's systems and at LTI Infotech offices or at Client locations. All Personnel and Contractors (jointly "Users" under this Policy) shall sign this document as a commitment to follow the enterprise's Information Security policies.

## **Policy**

## **User Responsibilities**

All LTI information on LTI Infotech issued devices including computers, phones or mobile devices
is the property of LTI and subject to LTI Infotech's data retention and destruction policies.

#### **Larsen & Toubro Infotech**









- Users shall use password while sharing any folders on the networks and remove shares when work that require sharing is completed.
- Keep passwords secret and confidential. Follow password policies and keep password complex.
- Users must check that Symantec Antivirus has not been disabled and that the virus definition files are updated. This must be done on a daily basis.
- Users must not knowingly or otherwise download or install unlicensed or unauthorized software.
- If software other than standard baseline software is required; the user shall forward an approved software request by the BU authorizer to the Software Compliance Cell. The Software Compliance Cell shall approve/reject all requests based on factors such license availability, security issues, regulatory issues etc...
- Backups of data on user's computers, phones or mobile devices shall be the responsibility of the
  users. LTI Infotech has no responsibility for any personal data stored on a company issued or
  authorized personal devises such as computers, phones or mobile devices and by signing below
  Users hold LTI Infotech harmless for any personal data that may be lost or destroyed.
- PM/PL shall discuss specific project data backup requirements with the IT Systems Administrator and take appropriate action as advised based on the backup strategy for that location/SBU.
- All resources including email, Internet, are provided for carrying out the company's business and shall not be used for other purposes.
- Shall not attempt to circumvent or subvert security measures on either the company's network resource or any other system connected to or accessible through internet.
- NDA shall be signed by user based on client requirement.
- Client specific Information Security policies shall be followed, wherever specified.
- All Personnel shall keep themselves up-to-date on LTI Infotech's and client's security policies including any future updates. All Personnel shall follow LTI Infotech's and client's security policies.
- Personnel shall not post information about LTI Infotech and client information on public sites including e-mails, forums, blogs etc...

We shall ensure the Confidentiality, Integrity and Availability of the Information Assets of our customers and our company.

Noncompliance with or violation of any of the above mentioned policies will be subject to disciplinary action extending up to termination of service as decided by Management.

#### **Larsen & Toubro Infotech**









I agree to read and abide by the LTI Infotech Information Security policy including all updates that are published.

Name: Anshul Majoka Employee's Signature: Anshul (Dec 19, 2018)







2035, Lincoln Highway, Suite 3000/ 3005, Edison Square West, Edison, NJ - 08817 - New Jersey T +1 732-248-6111 F +1 732-248-6122 / 99



A Larsen & Toubro Group Company





## **STATEMENT OF BENEFITS OFFERED TO ALL WORKERS**

A summary of the working conditions and benefits provided to all our employees is provided below. Eligibility for certain benefits may be based on factors described in our benefit plan.

#### The working conditions and standard benefits for all our employees:

- a. An 8 hour work day
- b. 10 paid holidays

## **Current policy regarding Paid Time Off (PTO)**

Employees will be eligible for PTO as follows:

- 1. Area VP & above grades 15 days/annum
- 2. All other grades 12 days/annum
- 3. OPT/CPT 6 days/annum
- 4. Interns- Nil

## **Health Insurance, Other Miscellaneous Provisions Summary**

## 1. **Health Insurance:**

Employee and family (spouse and unmarried children under the age of 26) will be covered by the group medical insurance plan of the Company in USA as per our plan.

There would be a per pay period deduction from the pay towards health insurance premium as mentioned

Fig in USD per paystub (effective 01 Jan 2018)

	Coverage Cost per paystub					Total Coverage cost per paystub			
	PLAN A (OA Plus	PLAN B (OA Plus	PLAN C (OA Plus	Cigna Dental	Cigna	PLAN A (OA Plus Base)+ Dental	PLAN B (OA Plus Low)+ Dental	PLAN C (OA Plus HDHP)+	
<b>Contribution Cost</b>	Base)	Low)	HDHP)	PPO	Vision	+Vision	+Vision	Dental +Vision	
Employee Only	\$72	\$61	\$44	6	1	\$79	\$68	\$51	

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2035, Lincoln Highway, Suite 3000/3005, Edison Square West, Edison, NJ - 08817 - New Jersey T+1 732-248-6111 F+1 732-248-6122 / 99



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et's So	olve	Ī	i	Ī	İ	Ī	Ī	İ	Celebrating 20 Years
	mployee + hildren	\$117	\$95	\$58	7	2	\$126	\$104	\$67
E	mployee+ Spouse	\$117	\$95	\$58	7	3	\$127	\$105	\$68
S	mployee+ pouse+Child/Child en (Family)	\$149	\$117	\$65	8	4	\$161	\$129	\$77

#### Life Insurance:

Employees will be covered by the group life insurance coverage provided by the company to its employees. Please refer to benefit plan for coverage details.

#### 2. Disability Coverage:

The Company at present has short term and long term disability coverage. Company will continue to maintain coverage under its health insurance benefit plan for up to 12 weeks for employees on short term disability insurance leave, as long as the employee continues to pay his/her share of the premiums for such benefits.

All regular full-time employees are eligible to participate in the company's long term disability insurance, pursuant to the terms and requirements of the plan. All employee benefits will be suspended during the period of long term disability and will resume upon return to active employment. Employees may be eligible to continue health insurance benefits at their own cost in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA")

#### 3. 401(k) Plan:

The Company offers a LTI has a 401K Plan with no employer contribution.

### 4. <u>Unemployment Insurance and Workmen's Compensation Act:</u>

Employee will be covered by the Unemployment Insurance and Workmen's Compensation Act as applicable.

#### 5. Flexible Savings Plan:

Employee is eligible to contribute Flexible Saving Plan, on the date of your hire, provided he/she is a regular full time salaried employee. Employee will have an oppurtunity each year during the open enrollment period, to participate in the plan or make changes for the upcoming calendar year.

#### **Larsen & Toubro Infotech**









## 6. Member Assistance Program (MAP)

The Company provides employees with an Member Assistance Program (MAP) to assist them and family with a variety of life issues such as family care, stress, depression or addiction. The Program may be accessed toll free at 1-877-660-3806, 7 days a week, 24 hours a day to speak to a counselor. You can also log on to <a href="https://www.liveandworkwell.com">www.liveandworkwell.com</a> (use access code LTDEAP) to access the interactive services available.

Note

The Company reserves the right to amend, or terminate these benefits at any time. Benefit premiums may be changed without notice at LTI's discretion. This reserved right may be exercised for any reason. Further, the terms, participation and benefits of any of the above referenced benefit plan are subject to all terms and conditions set forth in the Plan documents, and in the event of any discrepancy between this Summary and the Plan documents, the Plan documents control.











#### **EXHIBIT A**

# FAIR CREDIT REPORTING ACT CONSUMER DISCLOSURE AND GENERAL AUTHORIZATION STATEMENT

As an applicant for employment or a current employee of Larsen & Toubro Infotech Limited. you are a consumer with rights under the Fair Credit Reporting Act. When any of the following circumstances exist Larsen & Toubro Infotech Limited. may choose to obtain and use information contained in either a consumer report or an investigative consumer report from a consumer reporting agency about you when:

1) considering your application for employment, 2) making a decision whether to offer you employment, 3) deciding whether to continue your employment (if you are hired), or 4) making other employment-related decisions directly affecting you.

For explanation purposes, a "consumer reporting agency" is a person or business which, for monetary fees, dues, or on a cooperative non-profit basis, regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others, such as Larsen & Toubro Infotech Limited.

A "consumer report" means any written, oral, or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing your eligibility for employment purposes.

An "investigative consumer report" means a consumer report or portion thereof in which information on your character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with your neighbors, friends, or associates reported on or with others with whom you are acquainted or who may have knowledge concerning any such items of information.

In the event an investigative consumer report is prepared, you may request additional disclosures regarding the nature and scope of the investigation requested, as well as a written summary of your rights under the Fair Credit Reporting Act.

AUTHORIZATION  By signing below, I,  voluntarily authorize Larsen & Toubro Infotech Limite investigative consumer report about me from a cor information when making decisions regarding my emp understand that I have rights under the Fair Credit Repo	nsumer-repor loyment at L	ting agency and to consider this arsen & Toubro Infotech Limited. I
Employee's Signature: Anshul (Dec 19, 2018)	Date:	Dec 19, 2018
arsen & Toubro Infotech 035, Lincoln Highway, Suite 3000/3005, Edison Square West, Edison, IJ - 08817 - New Jersey T +1 732-248-6111 F +1 732-248-6122 / 99		A Larsen & Toubro
Registered Office: L&T House, Ballard Estate, Mumbai 400 001, India		Group Company

www.Lntinfotech.com | E-mail: info@Lntinfotech.com | CIN: U72900MH1996PLC104693





#### **EXHIBIT B**

## Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center,

#### Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

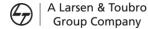
The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real

#### **Larsen & Toubro Infotech**









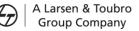
property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- You have the right to dispute incomplete or inaccurate information. If you identify information
  in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the
  agency must investigate unless your dispute is frivolous. See <a href="https://www.ftc.gov/credit">www.ftc.gov/credit</a> for an
  explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you
  only to people with a valid need -- usually to consider an application with a creditor, insurer,
  employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to <a href="https://www.ftc.gov/credit">www.ftc.gov/credit</a>.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit <u>www.ftc.gov/credit</u>.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

#### **Larsen & Toubro Infotech**









**TYPE OF BUSINESS: CONTACT:** Consumer reporting agencies, creditors Federal Trade Commission: Consumer Response Center and others not listed below Washington, DC 20580 1-877-382-4357 National banks, federal branches/agencies Office of the Comptroller of the Currency of foreign banks (word "National" or Compliance Management, Mail Stop 6-6 initials "N.A." appear in or after bank's Washington, DC 20219 800-613-6743 name) Federal Reserve System member banks Federal Reserve Consumer Help (FRCH) (except national banks, and federal P O Box 1200 branches/agencies of foreign banks) Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov Savings associations and federally Office of Thrift Supervision chartered savings banks (word "Federal" **Consumer Complaints** or initials "F.S.B." appear in federal Washington, DC 20552 800-842-6929 institution's name) Federal credit unions (words "Federal National Credit Union Administration Credit Union" appear in institution's 1775 Duke Street Alexandria, VA 22314 name) 703-519-4600 State-chartered banks that are not **Federal Deposit Insurance Corporation** members of the Federal Reserve System Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342 Air, surface, or rail common carriers **Department of Transportation** regulated by former Civil Aeronautics Office of Financial Management **Board or Interstate Commerce** Washington, DC 20590 202-366-1306 Commission Activities subject to the Packers and Department of Agriculture Office of Deputy Administrator - GIPSA Stockyards Act, 1921 Washington, DC 20250 202-720-7051

# **Larsen & Toubro Infotech**









#### **Anti-Harassment and Non Discrimination Policy**

## (ALL STATES IN USA EXCEPT STATE OF CALIFORNIA)

#### 1 Introduction

L&T Infotech (hereinafter referred to as 'Company') is committed to providing a workplace free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth or related medical conditions), as well as harassment based on such factors as race, color, creed, religion, gender identity or expression, national origin, ancestry, age, family-care status, veteran status, marital status, civil union status, domestic partnership status, military service, handicap or disability or history of handicap or disability, genetic information, atypical hereditary cellular or blood trait, union affiliation, affectional or sexual orientation or preference, or any other characteristic protected by applicable federal, state, or local law.

Each individual has the right to work in a professional atmosphere that promotes equal employment oppurtunities and prohibits discriminatory practices, including harassment. Therefore the Company expects that all relationships among persons in the workplace (including non-employees with whom we have business relationships) will be business like and free of bias, prejudice and harassment.

This policy specifically prohibits harassment, discrimination and retaliation and applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training, as well as to employment generally.

#### Scope

This Policy is applicable to individuals employed in the United States of America except the State of California.

### 2 Definition of Harassment

#### 2.1 Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under Title VII of the Civil Rights Act of 1964, state and local laws. For the purposes of this policy, sexual harassment may involve, but is not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- (i) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- (ii) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, such as promotions or raises; or
- (iii) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

#### **Larsen & Toubro Infotech**

**&** 







Sexual harassment may take different forms, but it is based on unwelcome conduct of a sexual nature, either verbal or physical. Silence or even participation by an employee may not mean that the conduct is welcome, but may only reflect an employee's deferring to supervisory authority.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender.

Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

#### 2.2 Other Harassment

Creating an intimidating, hostile or offensive working environment by insulting, demeaning or discriminatory conduct based on a person's race, color, creed, religion, sex (including pregnancy, childbirth or related medical conditions), gender identity or expression, national origin, ancestry, age, family-care status, veteran status, marital status, civil union status, domestic partnership status, military service, handicap or disability or history of handicap or disability, genetic information, atypical hereditary cellular or blood trait, union affiliation, affectional or sexual orientation or preference, or any other characteristic protected by applicable federal, state, or local law constitutes harassment, violates federal and/or state law, and is prohibited.

## 3 Individuals and Conduct Covered

This policy applies to all applicants and employees, and prohibits harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not employed by the Company but with whom the Company has a business relationship (e.g., an outside vendor, independent contract, consultant, client or customer).

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

#### 4 Use of Business Equipment

Any employee using the Company's business equipment or business equipment provided by the Company, including, but not limited to, telephones, cellular telephones, copiers, e-mail, fax machines, computers, and PDAs, to copy, transmit or receive information which is insulting, demeaning or discriminatory based on a person's race, color, religion, national origin, ancestry, age, physical handicap or disability, mental handicap or disability, medical condition, history of physical or mental handicap or disability, marital status, military service, sexual orientation or preference, genetic information, union affiliation, family-care or medical-leave status, or veteran status or any other legally protected status violates this Policy.

#### **Larsen & Toubro Infotech**









## 5 Discipline

Whatever form it takes, sexual or other harassment is illegal, insulting and demeaning to the recipient and will not be tolerated in the workplace. All employees, managers, supervisors, consultants and vendors alike, must comply with the Company's anti-harassment policy and take appropriate measures to ensure that such conduct does not occur. Violations of this policy may result in disciplinary action, up to and including termination, and may lead to personal legal and financial liability for an individual found to have committed such wrongful conduct.

In the case of harassment by a vendor, independent contractor, customer or client such behavior should be reported as provided in the Section below, and the Company will take appropriate remedial action.

#### 6 Complaint Procedure and Investigation

If you feel that you are being harassed, discriminated against or retaliated against, or observe such conduct towards others, report all incidents of discrimination, harassment or retaliation to your supervisor or to the Human Resources Department.

If the complaint involves your immediate supervisor, or you believe that reporting such conduct to your supervisor is for any reason inappropriate or unacceptable, you should contact the Human Resources Department. Under no circumstances need an employee report harassment to an individual whom he/she has accused of harassment.

Managers or supervisors who receive complaints are required to inform the Human Resources Department immediately upon receipt of the complaint.

The Company will investigate such complaints. At the conclusion of an investigation, appropriate remedial and/or disciplinary action will be taken.

## 7 Confidentiality

All complaints brought to the Company's attention will remain confidential, to the best of the Company's ability except as necessary to investigate and resolve the complaint.

#### 8 Retaliation Is Prohibited

The Company prohibits retaliation or other penalty or adverse action against any individual who reports discrimination or harassment or participates in an investigation of such reports. To the contrary, the purpose of this policy is to encourage complaints in order to assist the Company in maintaining a workplace free of harassment. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action

## 9 Supervisory Conduct

Supervisors have the added responsibility to report any complaint of sexual or other harassment or their own observations of behavior which may constitute sexual or other harassment to the Human Resources Department.

# **Larsen & Toubro Infotech**









#### 10 Review

This Policy shall be reviewed as and when required to ensure that it meets the objectives of the relevant legislation and remains effective. The company reserves the right to change/amend the policy at any time at its discretion. The same shall be notified to the employees.

I have read this Policy against Harassment, understand it and agree to comply with it. I understand the procedures for reporting harassment and agree to immediately report harassment of any kind, whether

directed toward me or another employee, to my direct supervisor, to a designated Country Head for North America or another appropriate manager.



**Employee Signature and Date** 











## LTI Drug Free Workplace Policy

#### 1.0 Introduction

LTI is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. In line with the Company's visions and values, it is our intent to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by our employees. The Company has a vital interest in maintaining safe and efficient working conditions for its employees.

## 2.0 Scope

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. The policy applies to all applicants, individuals employed in the USA, regardless of title or number of hours worked, as well as to contractors engaged in the USA.

#### 3.0 Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours and whenever conducting business or representing the organization.

#### 4.0 Guidelines

- **4.1** Employees are required to report to work free from the influence of any drug or alcohol. In addition, the manufacture, distribution, dispensation, possession, sale, or use of any illegal drug or alcohol, or the misuse of any legal drug in the workplace, in the Company's vehicles, or while engaged in Company business off our premises is strictly prohibited. Any employee violating this policy is subject to appropriate disciplinary action, up to and including termination of employment.
- **4.2** In addition, and depending on the circumstances, other action, including notification to appropriate law enforcement agencies, may be taken with respect to any employee violating this policy.
- **4.3** Applicants for employment may be required, as a condition of an offer of employment, to submit to drug and/or alcohol testing. As a condition of continued employment employees may be a required to submit to a drug and/or alcohol test at any time as may be required by a client, customer or pursuant to any contractual obligation of LTI and as may be required by any revision of this policy or policy adopted by LTI.
- **4.4** The Company reserves the right to require employees to undergo appropriate medical tests designed to detect the use of drugs or alcohol where, in the Company's view, it has reason to believe that

# Larsen & Toubro Infotech









an employee may be under the influence of a drug or alcohol; in post-accident situations; or otherwise in violation of this policy.

- 4.5 Any employee, who fails to cooperate fully with any investigation relating to this policy, including any refusal to submit to drug or alcohol testing as required, is subject to appropriate disciplinary action, up to and including dismissal. Applicants who fail to cooperate fully with any investigation relating to this policy, including any refusal to submit to drug or alcohol testing as required, will not be eligible for employment.
- **4.6** <u>Notification of Convictions</u>: Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification, to the extent permitted by and in accordance with federal and state law.
- **4.7** <u>Confidentiality</u>: All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

### 5.0 Implementation

This policy shall be effective January 1, 2013

## **6.0 Policy Owner**

Corporate HR - Overseas Compensation & Benefits Team would be responsible for maintaining the policy and carrying out subsequent changes/modifications.

**Larsen & Toubro Infotech** 









## Notice and Acknowledgement of Pay Rate and Payday

# 1. Employer Information Name: Larsen & Toubro Infotech Limited Physical Address: 2035 Lincoln Highway, Suite # 3000, Edison, New Jersey - 08817 Mailing Address: 2035 Lincoln Highway, Suite # 3000, Edison, New Jersey - 08817 Telephone: 732-248-6111 Worker's Compensation Insurance Carrier: The Hartford **Insurance Carrier Address:** P.O. BOX 14475 Lexington, KY. 40512 **Insurance Carrier Telephone:** 866.401.9222 Worker's Comp. Policy Number: #13 WB PN2484 2. Notice given: At hiring Annually, on or before February 1st Before a change in pay rate(s), allowances claimed or payday 3. Employee's pay rate and basis of pay: \$ per (hour/shift/unit) or \$90,000 salary per year

# **Larsen & Toubro Infotech**



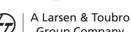






4. Employee's status:
☐ Non-exempt
5. Allowances taken:
None None
Tips
Meals per meal
Lodging
Other
6. Regular payday: Biweekly
7. Pay is:
☐ Weekly
□ Bi-weekly
☐ Other
8. Overtime Pay Rate (if eligible):
\$ per hour (This must be at least 1.5 times the worker's regular rate with few exceptions.)
Not applicable as the employee is exempt
9. Hours of Employment
8 Hours a day
10. Employee Acknowledgement:
On this day I have been notified of my pay rate, overtime rate (if eligible), allowances, and designated pay day on the date given below. I told my employer what my primary language is.
Check one:
igotimes I have been given this pay notice in English because it is my primary language.
My primary language is I have been given this pay notice in English only, because the Department of Labor does not yet offer a pay notice form in my primary language.
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# **Larsen & Toubro Infotech**









#### **Anshul Majoka**

Print Employee Name

Anshul (Dec 19, 2018)

**Employee Signature** 

Dec 19, 2018

Date

Himanshu Mishra, Sr. Technical Recruiter

Preparer's Name and Title

The employee must receive a sign copy of this form. The employer must keep the original for 6 years.

In California, Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within 7 calendar days after the time of the changes, unless one of the following applies: (a) all changes are reflected on a timely wage statement furnished in accordance with Labor Code Section 226; (b) Notice of all changes is provided in another writing required by law within 7 days of the changes.











#### **NOTICE OF PAY DATES**

Employees will be paid biweekly.

Schedule for 2018 Pay dates is as below:

Biweekly Pay period for year 2018							
Pay#	From	То	Pay Date				
1	27-Dec-2017	9-Jan-2018	Tuesday, January 16, 2018				
2	10-Jan-2018	23-Jan-2018	Tuesday, January 30, 2018				
3	24-Jan-2018	6-Feb-2018	Tuesday, February 13, 2018				
4	7-Feb-2018	20-Feb-2018	Tuesday, February 27, 2018				
5	21-Feb-2018	6-Mar-2018	Tuesday, March 13, 2018				
6	7-Mar-2018	20-Mar-2018	Tuesday, March 27, 2018				
7	21-Mar-2018	3-Apr-2018	Tuesday, April 10, 2018				
8	4-Apr-2018	17-Apr-2018	Tuesday, April 24, 2018				
9	18-Apr-2018	1-May-2018	Tuesday, May 08, 2018				
10	2-May-2018	15-May-2018	Tuesday, May 22, 2018				
11	16-May-2018	29-May-2018	Tuesday, June 05, 2018				
12	30-May-2018	12-Jun-2018	Tuesday, June 19, 2018				
13	13-Jun-2018	26-Jun-2018	Tuesday, July 03, 2018				
14	27-Jun-2018	10-Jul-2018	Tuesday, July 17, 2018				
15	11-Jul-2018	24-Jul-2018	Tuesday, July 31, 2018				
16	25-Jul-2018	7-Aug-2018	Tuesday, August 14, 2018				
17	8-Aug-2018	21-Aug-2018	Tuesday, August 28, 2018				
18	22-Aug-2018	4-Sep-2018	Tuesday, September 11, 2018				
19	5-Sep-2018	18-Sep-2018	Tuesday, September 25, 2018				
20	19-Sep-2018	2-Oct-2018	Tuesday, October 09, 2018				
21	3-Oct-2018	16-Oct-2018	Tuesday, October 23, 2018				
22	17-Oct-2018	30-Oct-2018	Tuesday, November 06, 2018				
23	31-Oct-2018	13-Nov-2018	Tuesday, November 20, 2018				
24	14-Nov-2018	27-Nov-2018	Tuesday, December 04, 2018				
25	28-Nov-2018	11-Dec-2018	Tuesday, December 18, 2018				
26	12-Dec-2018	25-Dec-2018	Tuesday, January 01, 2019				

# **Larsen & Toubro Infotech**



