

INTERNATIONAL ASSIGNMENT LETTER

7-Jun-2024

To, Payal Dam Emp. No. **2140852** Base Branch TCS Kolkata

Address: 36/1, S.N.Banerjee Road, New Barrackpore, , Kolkata, West Bengal, India

Dear Payal Dam,

We are pleased to confirm your assignment to Tata Consultancy Services Netherlands B.V. (hereinafter referred to as 'TCS Netherlands') with effect from 10-Jun-2024 for a period of 3 years, conditional to the timely obtaining of Work Permit/ Work VISA for proceeding to TCS The Netherlands, where you will be assigned in the role of Automation Tester.

The Assignment to TCS Netherlands is governed by the International Assignment Agreement entered into by Tata Consultancy Services Limited ("TCSL") with you, concerning your deployment to overseas location(s) in connection with TCSL assignments and this International Assignment Letter including Annexure.

While working in TCS Netherlands on Assignment in terms of the International Assignment Agreement dated 7-Jun-2024 ("International Assignment Agreement"), your employment relationship with Tata Consultancy Services Limited in India, will continue to be governed by the terms mentioned in the Offer Letter dated 7-Jun-2024 read with Appointment Letter dated 7-Jun-2024 ("Employment Contract") and applicable laws. You shall support TCS Netherlands in providing services to its business operations/internal support function. Once your assignment in TCS Netherlands is complete, you will return to your base TCSL branch in India or such other place that TCSL may deploy you as it deems fit.

The details of your assignment are mentioned hereunder:

- You have joined TCSL on 10-Jan-2022 and have competed 2 years and 6 months with TCSL with 2 years of experience in Computer Consultancy.
- You have a Master of Computer Applications professional qualification and the necessary experience and knowledge of the tools and technology of TCSL. You are currently holding the role of Technical Lead.
- This role qualifies as a Specialist with Master Degree.

As a Specialist you possess specialized knowledge essential to TCS Netherlands activity, techniques and/or management related to the above role.

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57-Netherlands Deputation letter

The terms and conditions of this Assignment Letter shall not be construed by you as in substitution but in addition to the terms and conditions mentioned in the International Assignment Agreement and your Employment Contract for the term of the Assignment.

This Assignment requires a work visa/work permit for your lawful entry into The Netherlands as a foreign worker. TCSL will help you with the paperwork that will enable you to obtain the appropriate visa/work permit for this Assignment

During the period of Assignment, you will continue to receive the salary agreed in your employment contract with TCSL India as well as any allowance, as applicable during the Assignment, and the same will be paid to you in The Netherlands. The period of Assignment will be treated as approved service with TCSL and counted for the purposes of your continuous employment, based on the service you will be entitled to receive, as applicable in your individual situation i.e., for Promotion and Annual Increment; Provident Fund membership, Superannuation Fund membership and Gratuity entitlement.

During your Assignment to TCS Netherlands, your working hours, monthly pay, accident and health insurance cover, social security benefits, travel benefits for dependents and other benefits shall be as per TCS India Policy - International Assignments (from India to other countries) and related policies of TCS Netherlands such as but not limited to the Working Hours Policy and the Leave Policy etc as applicable and amended from time to time.

It is **advisable** to keep a record of the expenditure incurred by you while on and of the reimbursement received for it. This may be useful in the event of your being asked by the Revenue Authorities in India or in Netherlands to furnish such details

Reference is made to:

Ultimatix/KNOWMAX/MyHR/Europe/The Netherlands/Benefits/B4U/India Policy – Internationa Assignments (from India to other countries)

Notwithstanding anything stated herein, you may note that your Employment Contract with TCSL continues without any break in service as well as the key employment decisions will continue to be made by TCSL during the term of this Assignment.

During the Assignment to TCS Netherlands, you will be operationally managed under the respective international assignment by the following Project / Client Relationship Manager ("Onsite Reporting Manager"):

Swapnil S Vivrekar
Gustav Mahlerplein 85-91, 1082 MS Amsterdam
and Contact Number: +31622652938

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57-Netherlands Deputation letter

As this Assignment Letter is a contractually binding document that contains commitments by you with respect to your employment with TCSL and has consequences for breach of those commitments, you should read this Letter and the terms thereof carefully and make certain that you understand the terms before accepting it. After you have gone through the contents of this Letter, if you have any questions on the terms and conditions of this Letter, you should contact the HR Department. It is essential that you fully understand all aspects and conditions of your Assignment before choosing to accept the same. Your signature on the additional copy of this Assignment Letter will be deemed to be a confirmation of your acceptance of your obligations arising out of this Letter and you agree to fulfill the same.

Yours sincerely,
For Tata Consultancy Services Limited

(Authorized Signatory)

Employee Name: Indranil Sengupta

Employee No: 202563

Designation: Regional RMG Head, India-East

UNDERSTOOD AND AGREED:

(Signature)

Printed Name: Payal Dam (employee #2140852)

Address: 36/1, S.N.Banerjee Road, New Barrackpore, , Kolkata, West Bengal, India

Date: 7-Jun-2024



1. Assignment

1.1. Validity

Upon acceptance of this assignment letter, Employee is assigned for a temporary duration as defined above to Tata Consultancy Services Netherlands B.V. ('TCS Netherlands') in the role of Automation Tester,. This Agreement is conditional and shall become effective upon the receipt of all necessary and required work and residence permits. If this condition has not been fully satisfied before the commencement of this Agreement, the Employer has the right to cancel this Agreement.

As a Specialist you possess specialized knowledge essential to TCS Netherlands activity, techniques and/or management related to the above role.

1.2. In case of any conflict of the terms and conditions under this Letter and the International Assignment Agreement and/or Home Employment Agreement, the terms and conditions of this Letter will prevail for the duration of the Assignment.

1.3. Place, Duration and Time

The Employee shall be temporarily deputed from TCSL to TCS Netherlands, Gustav Mahlerplein 85-91, (1082 MS), Amsterdam, The Netherlands for a fixed-term to work for project assignments of TCS Netherlands. The Assignment shall commence on 10-Jun-2024 and expire on 9-Jun-2027 or latest by end date of your Work Permit if this is an earlier date. The Employer may review the Agreement for renewal before the end of this date.

1.4. Exclusive Assignment

The Employee agrees that he/she will devote his/her full working capacity to TCS Netherlands during the period of Assignment and will not conduct any other business and will not render services to any other person or entity while on this Assignment.

2. Compensation and benefits

In connection with the Assignment and as per the existing policy, the Employee will receive pay and benefits in/from India and the Country of Assignment in the following manner:

2.1. Remuneration

- 2.1.1 India Pay and Benefits. During the period of Assignment, the Employee will receive his/her regular Indian salary subject to the applicable laws and tax requirements. In addition, you will receive a monthly net allowance amount of 3060 EUR during the period of Assignment in accordance with local requirements. This allowance includes holiday allowance in accordance with the laws of The Netherlands.
- 2.1.2 Gross reference salary: For indication purposes the host country gross reference salary of the regular Indian salary and monthly net allowance is EUR 7213.

2.2. Benefits, Vacation days, Vacation Pay and Public / Bank holidays

2.2.1. During the period of the Assignment you will be entitled to benefits as per the local laws as specified in the B4U (Benefits for you) policy. You will adhere to the applicable regulations as outlined and amended from time to time by the Employer.

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Reference is made to the B4U Policy under Ultimatix/Knowmax/My HR/Europe/Netherlands/Benefits/B4U Policy.

2.2.2.During the period of Assignment, you will be entitled to vacation in accordance with applicable TCS Netherlands Leave Policy (TCS India expats). You will adhere to the applicable regulations as outlined and amended from time to time by the Employer.

Reference is made to the Leave Policy under Ultimatix/Knowmax/My HR/Europe/The Netherlands/Time Off/Leave Policy.

2.2.3. Public holidays and bank holidays will be determined and published on an annual basis in accordance with the Dutch legislation and practice at the working location.

Reference is made to Ultimatix/Knowmax/My HR/Europe/The Netherlands/Time Off/Holiday List

2.3. Working hours

You will be bound to the working hours regulation in accordance with the applicable to expats TCS Netherlands - Working Hours Policy.

Reference is made to the Working Hours Policy under Ultimatix/Knowmax/My HR/Europe/The Netherlands/Working Hours/Working Hours Policy.

You are also required to follow the house keeping policies and practices as applicable in the premises of the client.

2.4. Social Security and Taxes

The host country's social security and income tax payments (if any) on the monthly net amount and the Indian salary as above for the period of Assignment will be borne by TCS Netherlands. It is further agreed that any income tax, social security or any other tax payable in the host country on any other income of the Employee, his/her dependents will be borne by the Employee. Any host country tax or social security refunds (if any) on the employment related compensation and benefits are to the account of TCS Netherlands. Entitlement to any tax rebates/deductions/refunds attributable to any of the dependent including spouse or the child/ren of the employee in respect of employment income of the employee will be to the account of the TCS Netherlands. The Employee agrees to cooperate in every possible way to make sure that these tax rebates, refunds are paid back to TCS Netherlands.

You will be required to co-ordinate with TCSL to obtain a Certificate of Coverage which will enable you to seek exemption from contributing to the social security in the Netherlands.

2.5. Medical Insurance

While you are on this Assignment, TCSL will continue to maintain medical insurance for you in India as well as provide for the same in the Country of Assignment as applicable and in accordance with its policies.

3. Immigration and Work Permit Requirements

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3.1. Accurate residence information

You shall further provide to the appointed contact person for VISA; written notice of your place of residence and contact details and all other necessary information along with proofs thereof, as may be required, in the Country of Assignment within a period of seven days of establishing

such residence. Any change in the above addresses shall be provided in writing by mail, within a period of seven days of such change.

3.2. Adherence to the applicable laws

You shall abide by the laws and regulations of the concerned authorities in overseas location(s) with respect to the visa and work permit issued to you and accompanying family members.

- 3.2.1. You shall not, under any circumstances, participate in any activities that would bring you into conflict with any authorities in The Netherlands.
- 3.2.2.Should you violate any of the laws of The Netherlands, you will be repatriated to India at your own cost.

In addition, you may be subject to disciplinary action and/or may be liable to the Employer in accordance with the Employment Contract and applicable law.

At the end of the assignment, latest at the end date of the term of the assignment letter, you will return to home base location and resume your duties under the home employment agreement or you will be assigned to a new geography and new International Assignment at the discretion of TCSL. Considerations pertaining to your total remuneration will be decided at that time.

Your assignment will be governed by the policies, rules, regulations, practices, processes and procedures of TCS Netherlands as applicable to you and the amendments therein from time to time.

Please acknowledge your	Assignment Lette	r by signing	and dating th	ne additional	copy of this	lette

Please acknowledge your Assignment Letter by signing and dating the additional copy of this letter in the space provided below. If we do not receive your acceptance, this letter will automatically lapse within thirty (30) days and this Assignment Letter will become null and void.

I acknowledge and accept the terms and conditions of Assignment as described in this Assignment Letter. I have read and understood the working hours and leave policy as applicable to me for the term of my assignment and will adhere to the Policies currently prevailing as well as those amended from time to time for The Netherlands. No other oral or written commitments have been made concerning my assignment with TCS Netherlands.

Signature:	
Name:	
Date:	

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