



Date : 07-Jun-2024

Mrs.Payal Dam  
TCS - Kolkata

Dear Mrs.Payal Dam

We are pleased to inform you that Tata Consultancy Services Limited ("TCS") has selected you for an international assignment to an international location, where you will be placed based upon your knowledge and experience, to execute a job for that TCS geography.

You are hereby requested to carefully read the International Assignment Agreement which will govern your placement by TCS internationally. Your International Assignment Agreement is provided with this letter.

Kindly confirm your acceptance of the governing terms and conditions of the International Assignment Agreement by signing the Agreement which is provided as annexure 1.

Wishing you all the best.

With kind regards,  
Yours sincerely,  
for TATA CONSULTANCY SERVICES LTD.

(Authorized Signatory)

Name: Sivakumar Viswanathan  
Designation: Global Head - RMG

## **ANNEXURE 1 - INTERNATIONAL ASSIGNMENT AGREEMENT**

### **GOVERNING TERMS AND CONDITIONS**

#### **1. INTERNATIONAL ASSIGNMENT(S):**

1.1 Payal Dam ("the Employee") may be placed on international assignment at any time during the tenure of the Employee's employment with TCS. TCS reserves the right to determine the duration, including early termination, of any international assignment at any time during the assignment period, as may be required within the context of its operations and/or a job assignment specifically.

This Agreement is conditional and will only become effective upon arrival of the Employee to the international location where he/she has been selected for an international assignment, along with the appropriate visa/work permit. If these pre-conditions have not been satisfied before the commencement of this Agreement, this Agreement will be deemed to be null and void.

1.2 The employment relationship between TCS and the Employee during the international assignment will continue to be governed by the Employment Terms and Conditions Letter signed by you, dated 7-Jun-2024, ("**Employment Contract**"). The terms and conditions of this Agreement shall not be construed in substitution to but in addition to the terms and conditions of your employment as stated in your Employment Contract as may be amended from time to time.

1.3 TCS has formulated guidelines, the "International Assignment Policy" for placement of employees on international assignment and this Agreement is governed by those guidelines, as may be applicable. These guidelines are found at Ultimatix->Learning and Collaboration->KNOWMAX->HR Policy Hub. Should any term of this Agreement conflict with the International Assignment Policy, the terms in this Agreement shall prevail.

1.4 TCS and all its Subsidiaries are governed by TCS Global Privacy Policy ([https://iqmskm.ultimatix.net/km/index.php?title=Privacy\\_Policy\\_Introduction](https://iqmskm.ultimatix.net/km/index.php?title=Privacy_Policy_Introduction)). The Employee, as an owner of his/her personal information, is expected to understand and abide by TCS policies on the one hand and also be sensitized about his/her own privacy. The Employee is expected to take adequate care to ensure that his/her personal information is secure and kept



private as he/she travel overseas. The Employee may be required to produce his/her TCS ID card at international locations of TCS and its Subsidiaries, and the responsibility of safe custody of the TCS ID card and other personal information solely rests with the Employee.

## 2. IMMIGRATION REQUIREMENTS AND COMPLIANCE WITH LAWS

2.1 TCS shall be responsible to arrange for an appropriate work visa/work permit for the Employee to work in the international location where he/she has been placed on an international assignment for the duration of the international assignment.

2.2 TCS shall arrange to cover all costs for the applicable work visa/work permit for the Employee for working on the international assignment, in line with applicable internal policy and applicable laws. The Employee shall be responsible for having a valid passport.

2.3 The Employee expressly acknowledges that, to work on an international assignment, he/she must cooperate with TCS to ensure compliance with immigration laws applicable to the international location where he/she has been placed on an international assignment, agrees that he/she will abide by all the requirements of immigration, tax and labor and employment laws of such international location and will do nothing deemed unlawful with respect to his/her work visa/work permit and residence status.

2.4 The Employee shall cooperate with TCS for any registration and subsequent deregistration requirements with concerned authorities (e.g. immigration office, tax, social security, or any other concerned authority) upon arrival and prior to departure from the international location where he/she has been placed on an international assignment. The Employee shall communicate with the appointed TCS work visa/work permit personnel for the above purposes and for completion of registration and subsequent deregistration requirements or any requirements under applicable laws.

2.5 The Employee shall abide by the laws and regulations of the international location with respect to the visa/work permit issued to the Employee. The Employee shall not, under any circumstances, participate in any activities that would bring the Employee into conflict with any laws and regulations of the international location. In the event the Employee violates any laws or regulations of the international location, TCS may, at its sole discretion, terminate this Agreement and recall the Employee from the international location at the Employee's own



cost. The Employee shall cooperate with TCS in taking any remedial measures, complying with any legal notices and/or legal action initiated by authorities under laws and/or regulations of the international location. In such an event, the Employee shall be liable to bear all costs and consequences of the Employee's own violation of the international location's laws and regulations. TCS's decision in this regard will be final and binding on the Employee.

2.6 In case of international assignment(s) to Chile, Mexico, Uruguay, Peru, Colombia, Argentina, Puerto Rico, Brazil, Ecuador, China, Japan, Malaysia, Indonesia, Philippines and Singapore the Employee may have to sign a local employment contract with the TCS Subsidiary at the international location(s) as required by applicable laws at the international location(s). The terms and conditions of this International Assignment Agreement shall be incorporated by reference in such local employment contract(s). Notwithstanding the local employment contract(s) which the Employee may enter into with the TCS Subsidiary at the international location(s), the Employee shall continue to be employed with TCS during the international assignment(s) and upon completion of the international assignment(s), shall be obligated to return to TCS in India or proceed elsewhere as assigned and continue to work with TCS.

### 3. SPECIAL TERMS

(a) The Employee shall be on an international assignment(s) for a job which requires completion within a predetermined time period, in accordance with certain quality standards. He/she shall ensure that stipulations of time and quality standards are adhered to at all times while completing his/her job during the international assignment(s).

(b) The purpose of this Agreement and the international assignment is for the Employee to gain skills and expertise during the international assignment, to other assignments with TCS or its Subsidiary(s), Group Company(s), Sub-Contractor(s). The Employee shall complete all of his/her responsibilities assigned during the international assignment(s) before relocating to India or to another international location as may be directed by TCS.

### 4. STATUS OF RESIDENCE IN INTERNATIONAL LOCATION(S)

(a) TCS shall arrange to obtain a non-immigrant work visa/work permit from the Consulate/Embassy of the international location(s), based on the Employee's representation that while working on an International Assignment(s), he/she does not intend to change



immigration status in the international location(s) and that he/she will not be seeking a change in status of residence in the international location(s). His/her conduct in the international location(s) shall be consistent with the representation made by TCS, its Subsidiary(s), Group Company(s), Sub- Contractor(s) and/or its Client(s) while seeking the work visa/work permit. After completion of the International Assignment(s) in the international location(s), the Employee shall return to India or relocate to another international location(s) as directed by TCS.

## 5. POST INTERNATIONAL ASSIGNMENT(S)

5.1 The Employee acknowledges and agrees that this Agreement shall not be construed in as a substitution to but in addition to the Employment Contract as may be amended from time to time. Subject to an event of termination of the Employment Contract and this Agreement, the Employee shall continue to be employed with TCS during the international assignment(s) and the Employee will continue to work for TCS in India or elsewhere after the completion of an international assignment(s).

5.2 Employee agrees and confirms to facilitate the transfer of skills and expertise gained during the international assignment(s) to TCS.

5.3 The Employee agrees and confirms to continue with his/her employment with TCS as per terms of the Employment Contract, after completing an international assignment(s).

## 6. TRADE SECRETS

6.1 Definition: The term "Trade Secrets" shall be given its broadest possible interpretation and shall mean any information, including customer lists, pricing policies and information, marketing plans or strategies, or any other formula, pattern, compilation, program, device, method, technique, or process that (i) derives independent economic value, actual or potential, from not being generally known to the public or to 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.

6.2 Nondisclosure: The Employee acknowledges that from time to time he/she has been and may be provided with the Trade Secrets of TCS, its Subsidiaries, Group Companies, Sub-Contractors and/or its Clients. The Employee agrees that, during the period of employment and thereafter, he/she will not in any manner, directly or indirectly, use for his/her own benefit or the benefit of any other person or entity, or otherwise divulge, disclose, or communicate to



any person or entity any information concerning any such Trade Secret except as may be required within the scope of the Employee's employment by TCS. All such customer lists, pricing policies and information, marketing plans or strategies, files, records, computer printouts, documents, objects, drawings, specifications, patterns and similar items relating to the business of TCS, its Subsidiaries, Group Companies, Sub-Contractors and/or its Clients, or concerning any Trade Secret, including copies thereof, whether prepared by the Employee or otherwise coming into his/her possession, shall remain the exclusive property of the respective entity or its clients, as the case may be. This covenant of nondisclosure and the Employee's liability for breach of this covenant shall survive the expiration or termination of this Agreement.

**6.3 Return of TCS Property:** Upon completion of the international assignment(s), the Employee agrees to return to TCS all documents, materials, equipment, machines, and all tangible property of TCS, its Subsidiaries, Group Companies, Sub-Contractors and/or its Clients and shall maintain as confidential any information which cannot be returned.

**6.4 Remedy for Disclosure of Trade Secrets:** The Employee acknowledges that each of the restrictions contained in this Agreement relating to the nondisclosure of Trade Secrets is reasonable and necessary in order to protect legitimate interests of TCS, its Subsidiaries, Group Companies, Sub-Contractors and/or its Clients and that any violation thereof would cause irreparable damage to TCS, its Subsidiaries, Group Companies, Sub-Contractors and/or its Clients. The Employee acknowledges and agrees that in the event of any violation, TCS shall be entitled to terminate this Agreement, pursuant to the terms of Section 9, and seek from any court of competent jurisdiction, injunctive relief, as well as any equitable compensation for loss or damage caused to TCS's business arising out of any such violation, and any other damages or costs allowed by law. The aforesaid rights and remedies shall be independent, severable and cumulative and shall be in addition to any other rights or remedies of which TCS may be entitled to.

**6.5 Confidentiality Agreement:** The Employee declares and confirms that he/she shall continue to abide by the terms of the Confidentiality Agreement dated 10-Jan-2022 executed between the Employee and TCS, during his/her international assignment(s). By signing this Agreement, the Employee acknowledges that the provisions of this section 6 shall be deemed to be incorporated by reference in the said Agreement.

## **7. INVENTIONS, DESIGNS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY**

**7.1** If at any time during the course of his/her international assignment(s), the Employee makes or participates in the making of any invention or innovation which is capable of being protected as an Intellectual Property Right, directly or indirectly relating to or capable of being



used by TCS, any TCS group company, or a TCS subsidiary, full details of such invention or innovation shall immediately be disclosed in writing by the Employee to TCS and the Intellectual Property Rights in such invention or innovation shall be the absolute property of TCS. At the request and expense of TCS, the Employee shall give and supply all such information, data, drawings and assistance as may be necessary, or in the opinion of TCS desirable, to enable TCS to exploit the Intellectual Property Rights in such invention or innovation to its best advantage. The Employee shall execute all documents and do all things which may, in the opinion of TCS, be necessary or desirable to obtain patent, copyright, design or other protection for the Intellectual Property Rights in such invention or innovation and for vesting such rights in TCS.

## 8. NON SOLICITATION AND NON COMPETE

**8.1 Non-Solicitation:** The Employee agrees that, during the period of an International Assignment(s) and for a period of one (1) year following the end of each International Assignment, the Employee will not, directly or indirectly, solicit, or assist anyone else to hire or employ, any employee of TCS, its Subsidiaries and Group Companies, to the extent permitted by the laws of the location of international assignment. The Employee further agrees that at no time may he/she, directly or indirectly; seek to induce any other employee of TCS, its Subsidiaries and Group Companies to leave the employment of TCS, its Subsidiaries, or and Group Companies.

**8.2 Non-Compete Clause:** The Employee agrees that during the period of an international assignment and for a period of one (1) year following the end of each international assignment, the Employee will not seek or accept any employment and/or consultancy or advisory role or engage in any independent business activity with any client of TCS or its Sub Contractor(s) with whom Employee was engaged during the international assignment, to the extent permitted by the laws of the location of international assignment.

**8.3 Remedy for Violation of Non-Solicitation and Non-Compete Clauses:** The Employee acknowledges that the restrictions contained in Sections 8.1 and 8.2 are reasonable and necessary in order to protect the legitimate interests of TCS and that a violation thereof would cause irreparable damage to TCS. The Employee further acknowledges and agrees that TCS may seek injunctive relief in any court of competent jurisdiction to prevent any violation or anticipated violation of Sections 8.1 and 8.2, in addition to, any other rights or remedies to which TCS may be entitled to under law.

## 9. TERMINATION

9.1 TCS may at its sole discretion terminate this Agreement and the Employment Contract may at any time during the period of the international assignment(s) by giving the Employee(s) a ninety (90) days' notice in writing.

9.2 Without prejudice to, and notwithstanding the above, this Agreement and the Employment Contract may at any time during the period of the international assignment(s) be terminated by TCS immediately upon giving a notice in writing, if in the opinion of TCS (which opinion shall be final and binding upon the Employee) the Employee:

- (a) Employee commits any serious, repeated or continual breach of: (i) any of his/her obligations under this Agreement; or (2) as set out in the policies and procedures of TCS; or
- (b) Employee is guilty of any misconduct or neglect in the discharge of his/her duties under this Agreement; or
- (c) by his/her acts or omissions, Employee brings the name and reputation of TCS into serious disrepute or prejudices the interests of the business of TCS ; or
- (d) by his/her acts or omissions there are legal grounds for the summary termination of employment.

9.3 In the event of termination pursuant to Section 9.1, TCS shall not be obliged to make any payment to Employee save for, the amount of salary, benefits or any other remuneration, including payment of any accrued but unused leave as per TCS's leave policy, actually accrued (on a pro rata basis) up to and including the date of such termination, and/or such other payments as may be required by law. TCS shall be entitled to deduct from such payment, any sums owing to TCS from the Employee, which deduction Employee expressly hereby consents and authorizes, to the extent allowable by the laws of the location of international assignment. Termination of the Agreement under this sub-clause shall be without prejudice to:

- (a) TCS's right to claim the direct losses in business it has suffered through the breach by Employee of any terms and conditions hereto; and
- (b) Any other relief to which TCS may be entitled under contract, law or equity.



9.4 In the event that the Employee is incapacitated by ill health, accident or any other cause from performing his/her duties under this Agreement for a period of ninety [90] working days or more (whether consecutive or not), TCS may terminate this Agreement and the Employee shall then leave the international location immediately, to the extent allowable by the laws of the location of international assignment.

9.5 Termination of this Agreement and the Employment Contract by TCS for any reason whatsoever, will not entitle Employee to claim any termination benefits or compensation whatsoever from TCS, to the extent allowed by the laws of the location of international assignment.

9.6 Upon early termination of the Agreement and the Employment Contract, the Employee shall leave the international location immediately after the date of termination of this Agreement and the Employment Contract. It is however clarified that the terminated Employee(s) shall leave the international location(s) and return to India immediately upon receipt of the termination notice under Section 9.1 or 9.2 as the case maybe. Such terminated Employee(s) shall serve their notice period in terms of Section 9.1 and 9.2 as the case maybe with TCS in India.

## 10. GOVERNING LAW AND DISPUTES RESOLUTION:

10.1. This Agreement shall be governed by and construed in accordance with laws of India. The Dispute Resolution Section 10.1 (I) of this international assignment agreement is applicable with respect to international assignment(s) to all TCS geographies except for the countries as specified in Section 10.1 (II),(III) and (IV). Section 10.1 (II) of this international assignment agreement is applicable with respect to international assignment(s) to the USA only. Section 10.1 (III) of this international assignment agreement is applicable with respect to international assignment(s) to Canada only. Section 10.1 (IV) of this International Assignment Agreement is applicable with respect to international assignment(s) to Denmark, Norway, Sweden, Finland, Belgium, The Netherlands, Luxembourg, Germany, France, Switzerland, Italy, Poland, Hungary Slovakia, Spain, Chile, Mexico, Uruguay, Peru, Colombia, Argentina, Puerto Rico, Brazil, Ecuador China, Japan, Malaysia, Indonesia, Philippines, Singapore, Australia, Bangladesh, Fiji, Hong Kong, Macau, New Zealand, Republic of Korea, Taiwan, Thailand, Austria, Czech Republic, Estonia, Romania, Bulgaria, Trinidad and Tobago, Bahrain, Ethiopia, Israel, Kenya, Nigeria, Saudi Arabia, United Arab Emirates, Uganda, Ireland, United Kingdom, Isle of Man(IOM) only.

10.1 (I) Any and all controversies or claims arising out of or relating to the Employee's international assignment(s), Compensation, Terms and Conditions of Employment, this



Agreement, including its validity or its breach, both the parties irrevocably submit to the non-exclusive jurisdiction of the Courts at Mumbai, India

10.1(II) Claims. Except as set forth in section 9.2, any and all controversies or claims arising out of or relating to the Employee's international assignment(s), Compensation, Terms and Conditions of Employment, this Agreement, including its validity or its breach, shall be submitted to and finally settled by binding Arbitration by a Single Arbitrator or panel of three Arbitrators as provided below. Examples of claims that must be resolved through Arbitration include, but are not limited to: claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, disability, or medical condition ); claims for violation of any federal, state or other governmental law, statute regulation, or ordinance (for example: claims arising under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the California Family Rights Act, the California Labor Code, and the California Fair Employment and Housing Act); and claims for benefits.

A) During your period of international assignment(s) in the United States: This Section of the Agreement does not prohibit the filing of the following: (1) an administrative charge to any state or local fair employment practices agency; (2) an administrative charge to the National Labor Relations Board; (3) an agency charge or complaint to exhaust an administrative remedy; or (4) any other charge filed with or communication to a federal, state or local government office, official or agency.

B) Claims Not Covered by This Agreement While on international assignment(s) in the United States: Claims for workers' compensation, unemployment compensation benefits or those disputes that are not subject to pre-dispute arbitration agreements as provided by an Act of Congress, enforceable Executive Order, or U.S. Code of Federal Regulations; claims under an employee benefit or pension plan that either (1) specifies that its claims procedure shall culminate in an arbitration procedure different from this one, or (2) is underwritten by a commercial insurer which decides claims.

C) To the maximum extent permitted by law, Employee hereby waives any right to bring on behalf of persons other than Employee's self, or to otherwise participate with other persons in, any purported class, collective, or representative action (including but not limited to any representative action under the California Private Attorneys General Act ("PAGA"), or other federal, state or local statute or ordinance of similar effect). Employee understands, however, that to the maximum extent permitted by law, Employee retains the right to bring claims in arbitration, including PAGA claims, for Employee's self as an individual. This Agreement does not cover any dispute in which both (i) Employee is represented by legal



counsel, and (ii) counsel has asserted a claim on Employee's behalf at the time this Agreement is made.

10.1(III) To the maximum extent permitted by law, Employee hereby waives any right to bring on behalf of persons other than Employee's self, or to otherwise participate with other persons in, any purported class, collective, or representative action. Employee understands, however, that to the maximum extent permitted by law, Employee retains the right to bring claims in arbitration, for Employee's self as an individual. This Agreement does not cover any dispute in which both (i) Employee is represented by legal counsel, and (ii) counsel has asserted a claim on Employee's behalf at the time this Agreement is made.

10.1(IV) The Parties will endeavor to amicably resolve disputes regarding this Agreement, its terms and its termination by negotiations. Such disputes shall be resolved by Arbitration as agreed to here in Section 10.2. Provided such disputes under this Agreement may also be referred to the Competent Court of the Country to which the Employee has been placed on international assignment (please refer to 10.1 above) if such disputes arise at the international location while the Employee is on an international assignment. Indian Law(s) applies to and shall be the governing law for all disputes arising out of or in connection with this International Assignment Agreement, unless the Laws of Country to which the Employee has been placed on international assignment (please refer to 10.1 above), mandates that the Laws of Country to which the Employee has been placed on international assignment shall apply and govern such disputes (in full or in part) or otherwise.

10.2 Venue and Arbitrator. The venue for arbitration shall be Mumbai, India. the Parties hereto, be referred to arbitration and such arbitration shall be conducted in accordance with the rules of arbitration of the Bombay Chamber of Commerce and Industry ("BCCI"), which rules, as modified from time to time, are deemed to be incorporated by reference into this clause (the "Arbitration Rules") by a sole arbitrator. The sole arbitrator as referred to above shall be appointed by the BCCI.

A) For any and all claims related to the employment relationship that are deemed not subject to arbitration in Mumbai, India, the Parties agree to arbitrate said employment relationship claims in the US State in which the employee is or was last employed by TCS. Accordingly, the Federal Arbitration Act shall govern the enforcement and all proceedings pursuant to this section of the International Assignment(s) Agreement. To the extent that the Federal Arbitration Act is inapplicable, or held not to require arbitration of a particular claim or claims, the arbitration law of the state in which Employee works or worked for TCS shall apply.



B) For arbitrations conducted in the United States, employees may learn more about their legal rights by visiting websites hosted by Federal and State Governmental Agencies. Current links to some of these federal websites are listed below, although they are subject to change by the hosting agencies: [www.dol.gov](http://www.dol.gov); [www.dol.gov/compliance/laws/comp-flsa.htm](http://www.dol.gov/compliance/laws/comp-flsa.htm); [www.dol.gov/dol/topic/wages/index.htm](http://www.dol.gov/dol/topic/wages/index.htm) and [www.eeoc.gov/](http://www.eeoc.gov/).

**10.3 Governing Law.** The arbitration proceeding shall be governed and conducted in accordance with the Arbitration and Conciliation Act, 1996 (the "Arbitration Act") and the Rules made thereunder. For Arbitrations conducted in Mumbai, India the Sole Arbitrator shall deliver the Award in the Arbitration Proceedings within three (3) months from reference of a dispute to Arbitration. The Parties agree that the award passed by the Sole Arbitrator shall be final and binding upon the Parties, and that the Parties shall not be entitled to commence or maintain any action in any Court of Law in respect of any matter in dispute arising from or in relation to this Agreement, except for the enforcement of an Arbitral Award passed by the Sole Arbitrator. Each Party shall bear its own costs, and the fees of the Sole Arbitrator shall be divided equally between the Parties or in such other fashion as the sole arbitrator so orders, which order shall prevail.

For Arbitrations conducted in the United States, the Federal Arbitration Act shall govern the enforcement and all proceedings pursuant to this section of the International Assignment(s) Agreement. To the extent that the Federal Arbitration Act is inapplicable, or held not to require arbitration of a particular claim or claims, the Arbitration Law of the State in which Employee works or last worked for TCS shall apply.

A) **Arbitration Procedure for Arbitrations Conducted in the United States:** The arbitration will be conducted under the Employment Arbitration Rules and Procedures of the American Arbitration Association ("AAA Rules") then in effect. The AAA Rules are currently available at <http://www.adr.org>. TCS will supply Employee with a copy of those rules upon request. The single neutral Arbitrator shall be either a retired judge, or an attorney who is experienced in employment law and licensed to practice law in the state in which the arbitration is convened (the "Arbitrator"), selected pursuant to AAA rules or by mutual agreement of the parties.

B) **Arbitration Fees and Costs for Arbitrations Conducted in the United States:** The fees of the Arbitrator and all other costs that are unique to the Arbitration proceedings shall be paid by TCS to the extent required by law. Otherwise, each party shall be solely responsible for paying his/her/its own costs for the Arbitration, including but not limited to attorneys' fees. However, if either Party prevails on a claim which affords the prevailing party attorneys' fees pursuant to law, statute, or contract, the Arbitrator may Award



reasonable attorneys' fees to the prevailing party.

EMPLOYEE AND TCS UNDERSTAND THAT PROMISES BY TCS AND BY EMPLOYEE TO ARBITRATE DIFFERENCES, RATHER THAN LITIGATE THEM BEFORE COURTS OR OTHER BODIES, PROVIDE CONSIDERATION FOR EACH OTHER. EMPLOYEE AND TCS UNDERSTAND THAT BY AGREEING TO CLAUSE 10, THE EMPLOYEE AND TCS ARE GIVING UP THEIR RIGHT TO A JURY TRIAL.

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ CLAUSE 10, THAT EMPLOYEE UNDERSTANDS ITS TERMS, THAT ALL UNDERSTANDING AND AGREEMENT BETWEEN TCS AND EMPLOYEE RELATING TO THE SUBJECT COVERED IN CLAUSE 10 ARE CONTAINED IN IT, AND THAT EMPLOYEE HAS ACCEPTED CLAUSE 10 VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY TCS OTHER THAN THOSE CONTAINED IN CLAUSE 10 ITSELF.

BY ACCEPTING CLAUSE 10, TCS AND EMPLOYEE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR COLLECTIVE PROCEEDING.

## 11. OTHER TERMS

11.1 Acknowledgement: The Employee has understood the contents and the terms of this Agreement and accepts and agrees to them. The Employee agrees to comply with the policies of TCS including but not limited to the TCS International Assignment Policy, the Tata Code of Conduct and other Human Resources Policies, as applicable. These policies of TCS form an integral part of this Agreement.

11.2 Non-assignment by Employee: Neither this Agreement nor any rights hereunder may be assigned by the Employee without prior written consent of TCS.

11.3 Waiver: Failure of TCS or the Employee to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights or in any way affect the validity of this Agreement.

11.4 Severability: If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the validity and enforceability of the remaining terms, provisions, covenants and conditions of this Agreement shall not in any way be affected, impaired or invalidated.



11.5 Modification: Any amendment or modification to this Agreement may be made only in writing, signed by both parties.

11.6 No Representations: In executing this Agreement, the Employee has not relied upon, and is not relying upon, any representation or statement made by TCS, or by any agent or representative of TCS, with regard to the subject matter of this Agreement or otherwise, other than those specifically stated in this Agreement.

11.7 Supersession: This Agreement supersedes any prior or subsisting agreement, correspondence or arrangement, including but not limited to any service agreement or contract of employment (oral or otherwise), made between TCS and the Employee in relation to his/her employment and any such agreement(s) shall be deemed to have been terminated by mutual consent with effect from the date of signing of this Agreement.

11.8 Indemnification: The Employee confirms and acknowledges that any act on his/her part outside the scope of international assignment(s) as contemplated under this Agreement or contrary to the applicable laws of the international location(s), would, apart from rendering the Employee liable for causing loss of reputation, monetary loss, prejudice, harm and inconvenience to TCS, will also render the Employee liable for such action as may be prescribed under the applicable law of the international location(s). The Employee undertakes to indemnify and always keep TCS indemnified and harmless at all times in respect to, and against, any losses, damages, actions, costs, charges and expenses that may be suffered or incurred by TCS due to any such acts or omissions of the Employee.

11.9 Notices. All communications between TCS and the Employee shall be deemed to have been effectively served if sent by registered or certified mail to the following addresses:

TCS:Tata Consultancy Services Ltd., (TCS House) Raveline Street 21 DS Marg, Fort Mumbai 400001 Maharashtra

EMPLOYEE:Mrs.Payal Dam,36/1, S.N.Banerjee Road, New Barrackpore, , Kolkata, West Bengal, India



Kindly accept the governing terms and condition of this International Assignment Agreement by signing herein below.

For Tata Consultancy Services Limited

A handwritten signature in blue ink, appearing to read 'Sivakumar Viswanathan'.

(Authorized Signatory)

Name: Sivakumar Viswanathan

Designation: Global Head - RMG

I hereby declare the details of **Annexure '1'(including Exhibits)**, which contains to the governing terms and conditions of the International Assignment Agreement, as communicated to me are read, understood and accepted by me in totality.

Signature: \_\_\_\_\_

Name: Mrs. Payal Dam

Employee No: 2140852

Place: \_\_\_\_\_

Date: \_\_\_\_\_