



DEPUTATION AGREEMENT

THIS DEPUTATION AGREEMENT ("the Agreement") is made this 11-Apr-2024 by and between TATA CONSULTANCY SERVICES LIMITED, an Indian Company registered under the Indian Companies Act 1956, having its principal place of business in Mumbai, India, and also operating offices in foreign countries (the "Employer" or TCSL); and Mrs. Dam Payal an Indian citizen residing at 36 BY 1, S.N.Banerjee Road, New Barrackpore, , Kolkata - 700131, West Bengal, India (the "Employee"). The Employer and the Employee are together referred to as the Parties.

RECITALS

A. The Employee has been employed by the Employer in India. The Employee qualifies for overseas assignment ("the Deputation") as the Employee possesses extensive specialized knowledge and experience in Information Technology and its application, including TCSL proprietary, skills and processes for which the Employer has incurred considerable costs and expenses.

B. The Employer has selected the Employee for a Deputation to the Netherlands, being, the Country of Deputation. The Employee has agreed to fulfil the Deputation, where the Employee will be assigned as Automation Tester to use her knowledge and experience on project basis for the clients of its subsidiary within the Country of Deputation. The subsidiary will assign and structure work for employees on Deputation. During the period of deputation, Employer and Employee continue to maintain an 'organic relationship' in which the Employer has principal rights on employment terms including increments, promotion and termination of employment.

C. The Employer is willing to send the Employee on Deputation only if the Employee agrees, and the Employee does agree and commit, to complete her Deputation in the Country of Deputation and to return to India at the conclusion of the Deputation.

In consideration of the mutual covenants and conditions set forth below, the Parties agree the following:

R. Nithy

TATA CONSULTANCY SERVICES

Chennai One SEZ Unit 200 Ft Road Thoraipakkam Chennai 600 096 India

Tel 91 44 66168888 Fax 91 44 66168200 e-mail corporate.office@tcs.com website www.tcs.com

Registered Office Nirmal Building 9th Floor Nariman Point Mumbai 400 021

Corporate Identification No. (CIN) : L22210MH1995PLC084781



1.DEPUTATION

1.1 Place, Duration and Time. The Employer reserves the absolute right to decide the place of Deputation and the duration of Deputation. The Deputation may take place at any time during the tenure of employment with the Employer. The Employee shall be temporarily deputed from the Employer to Tata Consultancy Services Netherlands B.V., Gustav Mahlerpein 85-91, (1082 MS), Amsterdam. The Netherlands for a fixed-term to work for project assignments of the Employer and its subsidiary in the role of Automation Tester. The Deputation shall commence on 11-May-2024 and expire on 11-May-2027. The Employer may review the Agreement for renewal before the end of this date.

This role qualifies as a Specialist with a Master degree and/or a minimal professional experience of 5 (five) years and minimum 3 months employment in TCSL. The role of a Specialist consists of specialized knowledge and related qualifications, essential to techniques and/or management in the Netherlands and as applicable under above role.

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.

1.2 TCS Global Guideline International Assignment. The Employer has formulated a Guideline. This agreement is governed by this Guideline it may apply from time to time. If any terms of this Agreement are in conflict with the Guideline, then the terms set out in this Agreement will prevail over the applicable Guideline.

2.COMPENSATION AND BENEFITS

Further to the Deputation and as per the existing policy, the Employee will receive pay and benefits in/from India and the Country of Deputation in the following manner:

2.1 Remuneration

2.1.1 India Pay and Benefits. During the period of Deputation, the Employee will receive her regular Indian salary subject to the applicable laws and tax requirements. The period of Deputation will be treated as approved service with the Employer and counted for the following purposes in India, based on the service the Employee is entitled to receive, as applicable in the individual situation, while on Deputation: Promotion and Annual Increment; Provident Fund, Superannuation Fund and Gratuity contributions.

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2.1.2 In addition, the Employee will receive a monthly net allowance amount of EUR 3060 during the period of Deputation in accordance with local requirements. This allowance includes overtime and holiday allowance.

2.1.3 Gross reference salary: For indication purposes the host country gross reference salary of the regular Indian salary and monthly net allowance is EUR 7045.

2.2 Vacation days. During the period of Deputation the Employee is entitled to 20 days of paid vacation per calendar year. The Employee will adhere to the applicable regulations as outlined, and amended from time to time by the Employer.

2.3 Working hours. The working hours are 40 hours per week / 8 hours per day at an average, excluding a lunch break of 30 minutes. Start and end time would depend on specific project requirements. The employee is 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 Deputation will be the responsibility of the Employer. 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 will be the responsibility of the Employee. It is further agreed that any tax payable in India on such payments to Employee will be the responsibility of the Employee. Any host country tax or social security refunds (if any) on the Employer related compensation and benefits are for the account of the Employer. Tax rebates/refunds for the non working spouse granted based on the employment of the Employee are for the account of the Employer. The Employee agrees to cooperate in every possible way to make sure that these refunds are paid to the Employer. Even if the settlement of the remuneration and the withholding of tax and social security will be carried out by the company of the host country, this will not constitute an employment relationship with the host company.

2.5 Medical Insurance. While the Employee is on this Deputation, the Employer will continue to maintain medical insurance for the Employee in India as well as provide for the same in the Country of Deputation as applicable and in accordance with its policies.

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3. IMMIGRATION REQUIREMENTS

3.1 The Employee expressly acknowledges that, to work on this Deputation, she must comply with the immigration laws of the Country of Deputation and agrees that she will abide by all the requirements of immigration laws, and will do nothing inconsistent with her visa and residence status.

3.2 The Employer will cover any charges related to obtaining visas, work and residence permits for the Employee in the context of Deputation and in line with the applicable policy.

3.3 The Employer has applied for a non-immigrant visa for the Employee. Since the Employer has applied for an appropriate work and residence permit for the Employee for the duration of the Deputation, the Employee is expected to return to home country and resume duties after the end of the Deputation.

3.4 The Employee shall register and deregister with local authorities (e.g. tax, police or registration authority) upon arrival and prior to departure from The Netherlands, including keeping the address up to date in case of any change of address, as per legal requirements. The appointed contact person for VISA has to be consulted for this and other formalities to be undertaken.

4. POST-DEPUTATION

4.1 The Employer agrees that the Deputation is subject to a valid employment contract concluded between the Employer and the Employee (the Home Country Employment Contract). The Employee continues to be formally and legally employed by the Employer during the Deputation and the employment will continue in the home country after the Deputation.

4.2 The Employee is deputed on an assignment which requires to be completed within a stipulated period, in accordance with the quality standards prevalent in the industry or which may have been agreed with Employers client. Failure to meet these stipulations of time and quality standards would have serious repercussions on the credibility of the Employer in the market, apart from entailing heavy penalties and loss of business with the Employers client.

4.3 It is therefore essential that the Employee diligently performs the assigned role and makes sure that there will not be any disruption of work. The Employee therefore commits to facilitate the transfer of skills and expertise gained by the Employee to the Employer. The Employer requires the Employee to complete the Deputation and agree to return to her home country to serve the Employer for a minimum period of three months at the end of each Deputation.

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4.4 However, if the Employee leaves his services or fails to report for duties whilst on Deputation, it will seriously affect the project execution, relationship with Employers client and tarnish the Employers image in the market leading to severe damages to the Employer. Similarly, if the Employee does not serve the Employer for the stipulated period on the Employees return to her home country, the technical knowledge and skill gained by the Employee will not be transferred to other projects undertaken by the Employer.

4.5 Separation Policy. If the Employee or Employer initiates to end the employment relationship (Home Country Employment Contract) during the period of Deputation, the policy/ guideline published by the Employer on separation needs to be followed over and above the requirements as stated above.

5. TRADE SECRETS

5.1 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.

5.2 Nondisclosure. The Employee acknowledges that from time to time she has been and may be provided with Trade Secrets of the Employer, including its branches, its subsidiaries and/or its clients.

The Employee agrees that, during the period of employment and thereafter, she will not in any manner, directly or indirectly, use for 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 Secrets, except as may be required within the scope of the Employees employment by the Employer. 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 Employer, its branches, subsidiaries and/or its clients, or concerning any Trade Secrets, including copies thereof, whether or not prepared by the Employee or otherwise coming into her possession, shall remain the exclusive property of the respective entity or the company of the respective client, as the case may be. This covenant of nondisclosure and the Employee's liability for breach of this covenant shall survive the expiration and termination of the Agreement and the employment thereunder.

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5.3 Return of Employer Property. Upon completion of the Deputation, the Employee shall return to the Employer, its branches, its subsidiaries and/or its clients, all documents, materials, equipment, machines, and all tangible property of the Employer, its branches, subsidiaries or any of its clients, and shall maintain as confidential any information of the respective entity which cannot be returned.

5.4 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 the Employer and its clients, and that any violation thereof would cause irreparable injury to the Employer and/or its clients. The Employee acknowledges and agrees that in the event of any violation or anticipated violation thereof, the Employer shall be authorized to seek from any court of competent jurisdiction, preliminary and permanent injunctive relief, as well as an equitable accounting of all profits or benefits arising out of any such violation, and any damages allowable by law. These rights and remedies shall be independent, severable and cumulative and shall be in addition to any other rights or remedies to which the Employer may be entitled.

5.5 Confidentiality Agreement. The Employee acknowledges the existence of a "Confidentiality Agreement" between the Employee and the Employer. The Employee acknowledges her continued obligations under that agreement. Over and above, by signing this Agreement, the Employee acknowledges that the provisions of this section 5 form a Confidentiality Agreement.

6. EXCLUSIVE ASSIGNMENT

The Employee agrees that she will devote her full working capacity to the Employer, its branches, its subsidiaries and/or its clients and will not conduct any other business, and will not render services to any other person or entity while on Deputation.

7. NON-SOLICITATION

7.1 Solicitation of Other Employees of the Employer, its branches, its subsidiaries and/or its clients.

The Employee agrees that, during the period of Deputation and for a period of one year following the end of this Agreement with the Employer, the Employee will not, directly or indirectly, solicit, hire or employ, or assist anyone else to solicit, hire or employ, in the Netherlands any other employee of the Employer, its branches, its subsidiaries and/or its clients.

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The Employee further agrees that at no time may she, directly or indirectly, seek to induce any other employee of the Employer, its branches, its subsidiaries and/or its clients to leave the employment of the Employer, its branches, its subsidiaries and/or its clients, if that other employee is under a contractual commitment to remain in the employment of the Employer, its branches, its subsidiaries and/or its clients.

7.2 The Employee agrees that during the period of Deputation and a period of one year following the end of this Agreement with the Employer, the Employee will not seek or accept any employment and/or consultancy or advisory role or engage in any business associated with any client of Employer and its affiliated companies with whom Employee was engaged during her employment with Employer with any Client of Employer in The Netherlands and its affiliated companies.

7.3 Remedy for Violation of Non-Solicitation Clause. The Employee acknowledges that the restriction contained in this Paragraph 7 is reasonable and necessary in order to protect legitimate interests of the Employer, and that a violation thereof would cause irreparable injury. Accordingly, the Employee acknowledges and agrees that the Employer may seek preliminary and permanent injunctive relief in any court of competent jurisdiction to prevent any violation or anticipated violation of this Paragraph 7, in addition to any other rights or remedies to which the Employer may be entitled.

8.TERMINATION OF DEPUTATION BY THE EMPLOYER

8.1 This Agreement may be terminated prematurely by using the following notice periods and termination grounds:

- a) In the event that the specific project-assignment for which the Employee has been deputed has been finished before the expiration of this Agreement, the Employer may terminate this Agreement and Deputation with immediate effect, unless otherwise explicitly and in writing shall be agreed between the Parties.
- b) If the Employee becomes seriously ill during the Deputation and cannot carry out duties for two months continuous, this Agreement and Deputation will end without notice two months after the first day of the sick leave.

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c) The Employer has the right to terminate this Agreement with immediate effect if the work cannot be continued in The Netherlands due to a force majeure event, Employees criminal activity, misconduct or if Government Authorities do not grant the necessary work and residence permits for the work to be carried out in The Netherlands or if such permits are cancelled.

d) The Employer reserves the right to terminate this Agreement with immediate effect when Employee is required to resume duties in the home country for urgent business requirements.

In the event of premature termination of the Agreement and Deputation, the Employee is obliged to return to India within a reasonable period of time after the date of the premature termination, which will not exceed seven days.

8.2 Upon termination of this Agreement and temporary Deputation, the employment shall continue in India based on the Home Country Employment Contract valid immediately before the temporary Deputation, unless the underlying Home Country Employment Contract is also terminated by the Employer or the Employee by using the grounds and notice periods of laws applicable to the Home Country Employment Contract.

8.3 A reporting time of three days is allowed when the Employee returns to India from the Deputation.

8.4 The Employee is required to abide by the regulations of the local authorities in The Netherlands with respect to the visa/residence permit issued to the Employee and accompanying family members. The Employee shall not, under any circumstances, participate in any activities that would bring the Employee into conflict with any authorities in The Netherlands. Should the Employee violate any of the laws of The Netherlands, the Employee will be repatriated to home country at her own cost and will bear all consequences and abide by any corrective action the Employer may have to take in this regard. Employers' decision in this respect will be final and binding on the Employee.

9. CHOICE OF LAW AND DISPUTES

9.1 The Parties acknowledge and agree that this Agreement shall be governed by the laws of India. The Parties will endeavour to amicably resolve disputes regarding the Agreement, its terms and its termination by negotiation.

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If the dispute may not be resolved by way of negotiations, the dispute will be resolved by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and governed by Indian law. The award of the arbitrator or arbitrators shall be final and filed in the appropriate court in India.

9.2 The Employee commits to carefully abide by all the rules of this Agreement as well rules of the other agreements with the Employer, for example but not limited to the Non-Immigration Agreement and Service Agreement, relating to her employment relationship with the Employer and all the rules governing this employment relationship. If the Employee shall breach any of her commitment in this regard, specifically, but not limited to, the obligations mentioned in clauses 3, 4, 5, 6, 7 and 8 , she shall be liable to pay liquidated damages and as a penalty an amount equal to her six months net Netherlands onsite allowance. The Employee shall also be liable to compensate all the damages in the event that the actual amount of damages exceeds the amount of the liquidated damages. This sum of liquidated damages is designed to compensate the Employer for such things as the cost of replacing the Employee (including, without limitation, the cost of training the replacement employee), the loss of profits occasioned by the Employees failure to complete the Deputation concerned, the loss of the Employers credibility in the market due to breach of the Agreement by the Employee, disruption in the schedule of work to be done, lost opportunities for business due to the damage to the Employers reputation on account of such breach and other costs that are not readily capable of ascertainment at the time of execution of this Agreement.

10. MISCELLANEOUS

10.1 Acknowledgement. The Employee has reviewed the contents and the terms of this Agreement and accepts and agrees to them. The Employee agrees to comply with the internal regulations and policies of the Employer including but not limited to Rules of Employer, TCS Global Guideline International Assignment, Tata Code of Conduct, Corporate Governance, Code of Ethics, HR Policies and all other rules & regulations as applicable and amended from time to time. These internal rules, regulations and/or policies of the Employer form an integral part of this Agreement.

This Agreement has been signed in two copies with identical wording, each Party taking one.

10.2 Non-assignment by Employee. Neither this Agreement nor any rights hereunder may be assigned by the Employee.

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10.3 Non-waiver. Failure of the Employer 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.

10.4 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.

10.5 Modification. This Agreement may not be amended or modified orally. All amendments or modifications may be made only in writing, signed by the party against whom enforcement of the amendment or modification is sought.

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

10.7 Replacement of earlier Deputation Agreements and relation to Home Country Employment Contract. This Agreement will supersede all the previous or simultaneously entered Agreements to the Netherlands, made or valid between Parties.

This Agreement is an addendum to the Home Country Employment Contract. During the period of Deputation the terms and conditions of this Agreement will supersede and replace the corresponding terms and conditions of the Home Country Employment Contract to the extent legally possible, unless explicitly agreed on otherwise.

10.8 Indemnification. The Employee confirms and acknowledges that any act on her part outside the scope of Deputation under this Agreement or contrary to the rules and regulations of the Country of Deputation or the establishment to which she is deputed while on Deputation would apart from rendering the Employee liable for disrepute/loss of reputation, loss, prejudice, harm and inconvenience to the Employer, its branches, its subsidiaries and/or its clients as the case may be, will also render the Employee liable for such action as may be prescribed under the law of the Country of Deputation.

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The Employee undertakes to indemnify and always keep the Employer, its subsidiaries and branches indemnified and harmless at all times in respect of and against any loss, damages, actions, costs, charges and expenses that may be suffered or incurred by the Employer due to such acts of the Employee.

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

Employer: The Deputy General Counsel
Tata Consultancy Services (TCS House)
Raveline Street 21 DS Marg,
Fort 9 Mumbai 400 001, India

with a copy marked to the designated HR Manager of the Employees base branch.

R. Nithy

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Employee: Mrs. Dam Payal

The Employee shall further provide to the appointed contact person for VISA written notice of her place of residence and contact details and all other necessary information along with proofs thereof, as may be required, in the Country of Deputation within a period of seven days of establishing such residence. Any change in the above addresses of either of the Parties shall be provided to the other party in writing by mail, within a period of seven days of such change.

IN WITNESS WHEREOF the Parties hereto have set their hands and seal, the day and year first herein above written.

R. Nithya

SIGNED & DELIVERED: by the within named TATA
CONSULTANCY SERVICES LIMITED by its Constituted Attorney
in the presence of:

Witness for TATA CONSULTANCY SERVICES LTD

EMPLOYEE

SIGNED & DELIVERED by the

Within named Employee after having read
and understood the terms of this
Deputation Agreement in the presence of:

Witness Name: _____

Witness Emp No.: _____

Witness Signature: _____

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