



March 18,2022

33 Sheppard Avenue- E Unit 2606
North York ON,
M2N 7K1

Dear Deep Bhattacharjee,

Welcome to Tata Consultancy Services Canada Inc. ("TCS Canada").

Further to our recent discussions, we are pleased to offer you full-time employment, as Technical Lead reporting to the Business Relationship Manager. If you accept this offer on the terms and conditions stated in this letter, and successfully complete all the pre-employment requirements outlined in this letter, your start date will be April 18 ,2022. If we do not receive your acceptance and/or if after acceptance, you fail to begin work at TCS Canada on the date provided above for any reason (including failure to complete the pre-employment process), this offer will automatically lapse.

Your employment (and continued employment) is conditional upon you satisfying our pre-employment screening and a reference and criminal record check satisfactory to TCS Canada. Further, you confirm that you have represented to us that all information you provided during the interview process and in your résumé is truthful and accurate, and that there is no contractual or other restriction preventing you from working with TCS Canada. You also agree that you have not been induced or enticed to accept this offer of employment and that no prior period of employment with any other previous employer affects the application of the terms of this Agreement.

On your first day of work, you are required to provide your social insurance number ("**SIN**") by updating the same on the company's employee services portal.

Please note that your continued employment with us may require you to be relocated anywhere in Canada. Further, due to the nature of TCS Canada's business, it may be necessary to provide our customers confirmation of successful criminal background checks, credit checks and other screening requirements. By signing below and accepting this offer you agree to be subjected to all such screening and certification procedures at the time of commencement of your employment. TCS Canada may repeat one or more of the foregoing tests and verifications on a periodic basis during the term of your employment. Satisfactory outcomes of such tests and verifications are necessary for your continued employment with TCS Canada. You further agree that if required by a client, the results of these tests and verifications may be provided to the client.

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This offer is also subject to your representation and warranty that you are not a party to any agreement or contract which restricts or limits your ability to work for or perform services for TCS Canada and that you are free to accept employment with TCS Canada without restrictions. This offer is further subject to your representation and warranty that you are currently legally authorized to work in Canada. If, during your employment you are no longer legally authorized to work in Canada, you are required to immediately notify TCS Canada in writing.

Your employment is subject to compliance with TCS policies, procedures and other applicable requirements in effect, all of which are either enclosed with this offer letter as the following annexures, and/or are otherwise available from the HR Department. We specifically require your signed acknowledgment in respect of the following prior to the commencement of your employment:

- Annexure B: Proprietary Information, Confidentiality and Non-Solicitation Agreement
- Annexure C: Tata Code of Conduct and acknowledgment form
- Annexure D: TCS Canada Policies and acknowledgment forms
- Annexure E: Arbitration Agreement

You are required to comply with these policies and procedures throughout your employment. Serious violations of these policies or requirements may lead to immediate termination of employment. Specifically, TCS Canada requires that you sign the enclosed Annexure B - Proprietary Information, Confidentiality and Non-Solicitation Agreement as a condition of commencing employment. This Agreement is to ensure that all proprietary information, documents, and literature obtained during your association with TCS Canada belong to TCS Canada and will not be utilized by you contrary to the interests of TCS Canada or its clients. It also includes specific obligations regarding non-competition and non-solicitation as follows: you will not, directly or indirectly, without the prior written consent of the Company, solicit or cause any current employee of the Company to leave the employ of the Company or solicit any former employee who has left the employment of the Company within twelve months of said employee having left the Company, or solicit or accept employment as an employee or independent contractor with any customers of the Company for whom you were assigned responsibility to support Company's engagement either at any time during the term of your employment with the Company or within 12 months of the end of your employment with the Company.

The Proprietary Information, Confidentiality and Non-Solicitation Agreement is incorporated into this offer by this reference. Another requirement to note is the completion of daily time sheet reporting, which is mandatory, and the failure to comply with this may result in disciplinary action.

TCS' Secure Borderless Workspaces™ (SBWS™) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS Canada offices/TCS Canada Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the HR department or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS Canada from time to time while operating within this framework.

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It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times while working within the SBWS framework. You can access the Policy and Guidelines after you commence the employment available at < *Ultimatix – MyHR – Global policy for Remote Working* >.

Your annual Base Salary will be CAD \$100,000 less all applicable deductions. You will be paid bi-weekly in accordance with TCS Canada payroll practices. TCS Canada follows an annual review of compensation for each employee, which normally occurs during the first or second month following each Fiscal Year end. An annual review of compensation does not guarantee a salary increase from year to year. Details of your compensation and benefits are provided in Annexure F.

Subject to TCS Canada's sole and absolute discretion, you may, in certain years, be eligible to earn an annualized bonus incentive in an amount up to CAD \$6,500 prorated for partial years of employment and subject to all applicable deductions, based on an assessment of both your individual and the company's performance. The bonus incentive program rewards employees for both past performance and their ability/commitment to provide future performance and will be administered in accordance with TCS Canada's relevant policy in effect each fiscal year. The eligibility, determination of the incentive amount, and the disbursement, if any, will be at the sole discretion of TCS Canada. The payment of a bonus incentive in any given year will not be a precedent for any future years. The bonus incentive is not earned until it is paid. TCS Canada reserves the right to amend or discontinue the bonus incentive program at any time without prior notice. You confirm that this provision has been specifically drawn to your attention.

To be eligible to earn the bonus incentive, you must be actively performing services for the Company on the date that the successful attainment of the bonus incentive is announced by the Company in the regular course. Therefore, your entitlement to the bonus incentive, whether prorated or otherwise, will be forfeited upon the cessation of your active performance of services for the Company for whatever reason, including resignation, termination by the Company, or alleged constructive dismissal, and regardless of whether or not you are receiving or will receive any compensatory payment in lieu of notice of termination by the Company following the end of your active performance of services for the Company, even if such payment is held to be inadequate pay in lieu of reasonable notice under the common law. However, for the purpose of the bonus incentive, in the event of a termination by the Company, "active performance of services" shall extend to the minimum termination notice period under the *Employment Standards Act, 2000*, as amended. You confirm that this provision has been specifically drawn to your attention and that you understand and willingly accept the terms of this provision.

The position of Technical Lead is not an overtime eligible position. This means that your position is one for which overtime wages are not payable, in accordance with the *Employment Standards Act, 2000*. Nevertheless, prior to working additional hours over your standard work week, you must seek permission from your manager and comply with the Company's overtime policy, failing which you may be disciplined by the Company.

You shall be entitled, as of the date of joining, to participate in the group benefits and insurance program made available to TCS Canada's employees generally, subject to your eligibility under the terms and

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conditions of the formal policies and insurance plan documents (as may be amended from time to time). For your convenience, a summary of these benefits is attached as Annex A. The summary of benefits is for informational purposes only and is not a guarantee of their continuation nor is the summary intended to fully describe the details of the benefits. Any benefit programs offered are subject to the applicable terms and conditions of the underlying benefit plans or programs. TCS Canada reserves the right to amend the group benefits and insurance program that is provided at any time, which may include the discontinuance of certain benefits or insurance program. You shall not have any right to compensation as a consequence of any such amendment or discontinuance.

TCS Canada respects employee privacy and complies with all legal requirements in respect of employee privacy. Attached please find for your reference the Employee Privacy Notice, which outlines what personal information is collected and processed by TCS Canada and the steps taken to safeguard it.

You may resign your employment at any time upon giving TCS Canada a two weeks prior written resignation notice (the “**Resignation Notice Period**”). TCS Canada may require a longer resignation notice period in certain circumstances, depending on project or work requirements. TCS may waive, in whole or in part, the Resignation Notice Period by maintaining your compensation for the duration of the Resignation Notice Period and by otherwise complying with any other requirements under the *Employment Standards Act, 2000*, as amended (the “**ESA**”).

TCS may terminate your employment with or without cause by complying with only the minimum requirements of the ESA in respect of the termination your employment including, without limitation, all ESA requirements in respect of notice of termination or pay in lieu thereof (in any combination), severance pay (as applicable), payment of earned wages, continuation of employment benefits and payment of accrued but previously unpaid vacation pay. Accrued vacation pay and employment benefits, including specifically any disability benefits, will only continue during the minimum notice period required by the ESA. If your employment is terminated for cause, you will not be provided notice (or pay in lieu thereof), except the minimum entitlements which may apply under the ESA.

Except as specifically provided for in the above paragraph, you shall not be entitled to and hereby waive any entitlement to any other or further payments or claim for damages, including, without limitation, waiver of any claim of common law notice (including pay in lieu thereof), that is in any way related to your employment with the Company or the termination of your employment.

You acknowledge and agree that pursuant to the terms of this agreement, you will acquire TCS Canada property which is and shall remain the sole and exclusive property of TCS Canada. Immediately upon the termination of your employment for any reason, all TCS Canada property in your possession or control shall be delivered by you to TCS Canada immediately, and any confidential information belonging to TCS Canada which you came into possession of that is stored or saved on any home or other computer system, network, server or personal digital assistant (including on any mobile device or “cloud” storage) that does not belong to TCS Canada, shall be permanently deleted and purged by you therefrom immediately and you shall provide TCS Canada with satisfactory evidence thereof. You shall also provide to TCS Canada all passwords and pass codes used by you in the performance of your employment with TCS Canada. Should

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you fail to return the TCS Canada property items within five (5) business days following the termination of your employment, you hereby authorize and permit TCS Canada to deduct the cost of the items set out below from your final pay.

Without limiting any of the foregoing, in addition to any other remedies or relief to which TCS Canada may be entitled in law or in equity, TCS Canada shall also be entitled to all costs, including reasonable lawyer's fees, which it incurs in enforcing any provision of this offer letter or pursuing damages for breach of this offer letter.

Upon your acceptance, this offer letter shall constitute the entire agreement between you and TCS Canada in regard to your employment. Any contrary representations or agreements, which may have been made to you verbally or in writing, are superseded and replaced by this offer letter. The terms of this offer letter upon acceptance can only be altered in writing by undersigned or his successor.

If a dispute arises out of, or in connection with this agreement, including any question regarding its interpretation, validity, breach or termination, it shall be referred to and finally resolved by arbitration in accordance with the terms and provisions of the Arbitration Agreement enclosed with this agreement as Annexure E.

If any provision of this offer letter is determined to be unenforceable, void or invalid, in whole or in part, it will not affect the validity of any other provision and the remaining provisions or parts thereof shall remain in full force and effect.

This offer letter shall be construed and governed by the laws of the Province of Ontario.

Please carefully review and consider the terms of this offer letter and, if you so desire, obtain independent advice with respect to it. If you accept this offer letter, please indicate by signing and dating the additional copy of this letter in the space provided below, completing the other enclosed forms and returning it to the address below within seven days of your receipt of this letter.

In closing, let me welcome you again and state that we are happy to have you join the TCS Canada team.

Sincerely,

A handwritten signature in black ink that reads 'Sindhu John'.

Sindhu John
HR Head, TCS Canada

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I have had the opportunity to review this offer of employment with legal counsel. If I did not, it is because I chose not to do so. I acknowledge that the provisions of this offer are fair and reasonable and I am executing and accepting this offer freely, voluntarily and without duress. No other commitments (whether oral or written) have been made concerning my employment.

Signature: _____

Printed Name: _____

Date: _____

Attached

- Annexure A: Summary of TCS Canada Benefits
- Annexure B: Proprietary Information, Confidentiality and Non-Solicitation Agreement
- Annexure C: Tata Code of Conduct and acknowledgment form
- Annexure D: TCS Canada Policies and acknowledgment forms
- Annexure E: Arbitration Agreement
- Annexure F: Total Compensation Package
- Annexure G: Employee Privacy Notice

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ANNEXURE A: SUMMARY OF TCS Canada BENEFITS

(This summary is a general description of the Company's benefit plan and is not a guarantee of continuation. It is not intended to fully describe the details of the benefits. TCS Canada reserves the right to revise or withdraw its benefits at any time with or without notice. Additional legislated leaves are provided as per the applicable provincial legislation. Further information will be provided upon commencement of employment.

BENEFIT	SUMMARY	Eligibility/Implementation
Statutory Holidays	10 holidays	Eligibility commences upon first day of employment with the Company
Group RRSP	TCS Canada will match up to 4% of annual base earnings to a maximum of \$8000. However, the employee portion of the contributions can be greater than 4%.	Eligibility commences upon first day of employment with the Company.
Performance Appraisal	Appraisals will be conducted annually or biannually depending on your grade. After the first year, the employee will fall into Company's appraisal schedule.	All employees will be provided formal feedback on their performance.
Group Medical Plan*	Administered by Industrial Alliance Assurance (iA) Plan.	All employees are eligible upon their first day of employment with TCS Canada. Enrollment in the plan is Mandatory. Employees must complete the appropriate forms.
Long Term Disability**	Administered by Industrial Alliance Assurance (iA) Plan. Employee is covered for 60% of the first \$5,000, 50% of the next \$5,000 and 40% of the balance up to a monthly maximum of \$10,000.	Eligibility commences upon first day of employment with TCS Canada.
Short term Disability**	Administered by Industrial Alliance Assurance (iA) Plan. Employee is covered for 66.67% of weekly earnings rounded to the next higher dollar to a maximum of \$2000 weekly.	Eligibility commences upon first day of employment with the TCS Canada

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Life Insurance <u>Participant</u>	Maximum benefit is calculated as 1.5 times annual salary up to maximum of \$500,000.	Eligibility commences upon first day of employment with the TCS Canada.
Accidental Death and Dismemberment (AD&D)	Maximum benefit is calculated as 1.5 times annual salary up to maximum of \$500,000.	Eligibility commences upon first day of employment with the TCS Canada.
Sick Days	Maximum of 5 paid Sick days per year.	Accrual of sick days begins upon the first day of employment with the Company, accumulating at the rate of 1 day per month up to a maximum of 5 days in each financial year. The maximum number of days an Employee may accumulate is 9 days.
Health Insurance	<u>Mental Health:</u> Combined maximum \$1000 per calendar year <u>Massage Therapist, Chiropractors, Acupuncturist:</u> Combined maximum \$700 per calendar year <u>Other paramedical coverages:</u> Combined maximum \$500 per calendar year	Eligibility commences upon first day of employment with the TCS Canada.

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Vacation	Two (2) weeks' paid vacation per year for the first (5) years of service. Paid vacation increases to three (3) weeks' after five (5) years of service.	<p>The company has adopted a common anniversary date for the purpose of calculating vacation accrual that coincides with the company's Financial Year (April 1st to March 31st). Vacation will be pro-rated for your first year of employment until the end of the current Financial Year (March 31st).</p> <p>The timing of your vacation must be requested in writing and approved by your manager in advance.</p> <p>All vacation should be taken during the applicable financial year of the company after it is earned or within the next financial year. Should you fail to comply with the requirement to schedule your vacation, TCS shall have the right to schedule your vacation in its sole discretion.</p>
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***Please note that Group Medical Plan coverage will vary for those who do not have provincial health insurance coverage.**

****LTD and STD is contingent upon employees having provincial health coverage.**

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