

HRD/3T/11-12/MCET-185



Mr. Sathya Narayanan Sudhakar
Candidate ID: 4262047
S/o Mr. G. Sudhakar
C - 4/13, Mohan Nagar,
Steel Plant,
Salem - 636 030

July 1, 2011

Ph: 99520 13313

Dear Sathya,

Congratulations! Further to your application for employment with us, and the subsequent selection process, we are delighted to offer you the Role of **Systems Engineer** in **Job Level 3**. Your Role Designation will be **Systems Engineer - Trainee** and your **Personal Level** will be **3**.

The location of your initial reporting and training will be **Mysore, India**. The date of your joining would be **July 18, 2011**.

Your Total Gross Salary as applicable has been detailed in the Annexure to this letter. On your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your employment, the necessary training and the contractual obligation to be with Infosys. On successful completion of the probation, your employment with the company will stand confirmed subject to the terms and conditions as per Company policies.

The location of posting would be communicated to you upon successful completion of training. The duration of the classroom training and the location of posting will be purely based on business requirements. Company will solely reserve the right to make any further changes to the date of joining.

Your employment will be governed by the rules, regulations and policies of the Company.

The terms of this offer letter shall remain confidential and are not to be disclosed to any third party.

We request you to please carry a signed copy of the offer letter on the day of your joining as a token of your acceptance.

Welcome to Infosys Technologies. We wish you a long, rewarding and fulfilling career and look forward to your joining us.

Yours sincerely,

NANDITA GURJAR

Senior Vice President & Group Head - Human Resource Development

Encl.: Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

Your name in capital letters

Your Signature

Date: _____, 20____

Location: _____

Annexure to your Offer of Employment [HRD/3T/11-12/MCET-185] as Systems Engineer / Systems Engineer - Trainee

Welcome to Infosys!

Presented here are the details that refer to our offer of employment to you in the Role of **Systems Engineer** in **Job Level 3**. Your Role Designation will be **Systems Engineer - Trainee** and your **Personal Level** will be **3**. This is to be read in conjunction with your offer of employment dated July 1, 2011.

Infosys has a broad-banded, Role and competency based structure and all Roles are mapped on to 9 Job Levels.

01. Training Period:

The training program would consist of classroom training and on-the-job training. The duration of the classroom training would be purely based on business requirements. Your confirmation will be based on your positive contribution to the Company's objectives. Based on business requirement, period of training can be extended for a further period of six months or part thereof. Your continued employment with the Company is subject to your meeting the qualifying criteria during and at the end of the training.

You will be eligible for a Training Performance - linked Incentive (TPI) which would range from 10% to 15% of the Fixed Gross Salary, based on your performance in the training program that you would undergo. The details of this scheme will be communicated on your joining.

02. Probationary Period and Confirmation as a Permanent Employee:

You will be on probation for a period of 12 months after completion of your regular training and allocation to the Unit. Please note all confirmations in the Company can take place only on the 1st day of the month succeeding completion of probation period. Your confirmation as a permanent employee is subject to the terms and conditions included in the Confirmation Policy of the Company. Further details are enclosed in the Information Sheet.

03. Earned Leave:

There would be only one type of leave, which is Earned Leave. During the 1st and 2nd year (including probationary period as well as) of service, you would be eligible for 15 working days of leave per annum. The leave eligibility shall begin in the respective quarter of your joining the Company. For example: If an employee joins the Company in quarter three of the financial year 2011 - 2012, his / her leave eligibility would start in quarter three of the financial year 2011 - 2012. For the purpose of leave credit quarter three of the financial year 2011 - 2012 will be considered as the first quarter. Please note that leave shall be credited on a pro-rated basis in the first quarter of the employee's employment.

On completion of 2 years in service, you shall be eligible for 20 working days leave per annum which would be credited to the employee on a quarterly basis. You would be eligible for the additional leave from the 3rd year onwards from the quarter succeeding the quarter in which you would be completing 2 years with the Company from the date of joining. The table below is indicative or based on the assumption that the employee joins on the first day of a quarter.

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| Year / Quarter | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total |
|----------------------------|-----------|-----------|-----------|-----------|-------|
| During probationary period | 4 | 4 | 4 | 3 | 15 |
| 1st & 2nd year of service | 4 | 4 | 4 | 3 | 15 |
| 3rd year onwards | 5 | 5 | 5 | 5 | 20 |

04. Increments and Promotions:

Your growth in the Company and increase in salary will solely depend on your performance and contribution to the Company.

Post completion of your training, your monthly Total Gross Salary will be a maximum of **Rs. 27,084** as applicable to you and has been detailed in the Compensation Details sheet (Annexure I). This salary will be effective from the 1st day of the month succeeding completion of training and allocation to the Unit.

During the period of your training, your monthly Total Gross Salary will be **Rs. 22,500** as applicable to you has been detailed in the Compensation Details sheet (Annexure II).

05. Notice Period:

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training / employment can be terminated by the Company with one month notice or salary thereof. On confirmation as a regular employee, you will be required to give three month's notice or salary thereof in case you decide to leave our services. In the event of you having any incomplete assignment, the Company will have the discretion to relieve you only at the end of the three month's notice period. Similarly, the Company can terminate your services by giving you three month's notice or salary thereof. The Company may terminate your services immediately on disciplinary grounds.

06. Agreement:

Our offer to you as **Systems Engineer** is subject to the execution of the necessary Service Agreement. You will be required to complete the formalities on the Service Agreement at the time of joining. The Service Agreement details the scope, terms and conditions of your employment, the necessary training and the contractual obligation to be with Infosys from the date of your joining and upto a period of 12 months from the date of allocation to a Practice Unit at Infosys. The date of allocation to a Practice Unit will generally be considered as the first day of the subsequent month post completion of applicable training. Please note, non-execution of notarized Service Agreement at the time of your joining the Company may result in denial to join in the services of the Company.

07. Transfer:

Your services can be transferred to any of our Units / Departments situated anywhere in India or abroad. At such time, the compensation applicable to a specific location will be payable to you.

08. Health Insurance Plan: Group Health Insurance Scheme (FY 2011 - 2012):

You will be covered under the Group Health Insurance Scheme, which has various options. By default, you will be covered under the Standard Plan until you exercise your option under the scheme. Standard Plan provides you and your family including your spouse and two children up to the age of 22 years with a cover of Rs. 2,50,000 per annum. The insurance cover will be as per the terms and conditions specified in the Company policy and may be revised from time to time.

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This Scheme helps you to enhance the coverage with various other participatory optional health insurance plans (Gold Plan & Silver Plan) by making a payment towards the subsidized premium for which you can claim tax rebates.

09. Group Life Insurance Scheme:

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust that provides you with a total life insurance cover of Rs. 40,00,000 of which Rs. 25,00,000 is covered towards natural death, and additional Rs. 15,00,000 towards an accidental death. All Infosys employees become member of Infosys Welfare Trust, by one-time payment of Rs. 250 and fixed monthly contribution of Rs. 150.

10. Background Checks:

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "Offer Annexure for India". If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, in advance of initiating appropriate action.

In addition, you are required to mandatorily furnish a copy of your passport on the date of joining. In absence of the same, you will be required to undergo a criminal background check, the cost of which will be borne by you. This check will be initiated on the date of your joining.

11. Other Terms & Conditions:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

You will be required to claim all business related expenses and settle all dues within 30 days of incurring the expenditure as per Company policies. Expense claims, which are received after 30 days from the date of incurring the expenditure, will be deemed to be unauthorized. Also, any unsettled dues post the aforementioned period would be deducted from the salary.

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation / post graduation, without any active backlog papers and with a pass percentage not lesser than as specified in our campus recruitment programme 2010 - 2011. These eligibility criteria for the Role of a Systems Engineer, has already been clearly communicated to you and your college during the selection process. You will also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys.

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You will produce all marks sheets and other relevant documents, at least till the penultimate semester. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company's discretion

In Infosys, there are policies that are linked to performance management, career growth and annual compensation review of an employee, these policies will be applicable to you.

You will be governed by the rules, regulations and policies of the Company as applicable to you.

All the benefits are as per the Company's policies, which are subject to change from time to time. This offer is also conditional upon the execution of the "Non Compete Agreement" (Annexure III).

Welcome to the Infosys family.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Nandita Gurjar', with a horizontal line underneath the name.

NANDITA GURJAR

Senior Vice President & Group Head - Human Resource Development

Annexure I (Compensation post Training)

| COMPENSATION DETAILS (All figures in Rs. per month) | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| NAME | Mr. Sathya Narayanan Sudhakar |
| ROLE / ROLE DESIGNATION | Systems Engineer / Systems Engineer - Trainee |
| 1. MONTHLY COMPONENTS | |
| BASIC | 7,730 |
| FIXED DEARNESS ALLOWANCE (FDA) | 1,100 |
| BASKET OF ALLOWANCES (This is to be used towards HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance and Miscellaneous Allowance) | 11,470 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of (Basic + FDA)) being paid out on a monthly basis) | 1,678 |
| MONTHLY GROSS SALARY | 21,978 |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 2. ANNUAL COMPONENT | |
| BONUS / EX-GRATIA (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | 88 |

| | |
|-----------------------------------------|---------------|
| 3. RETIRAL BENEFITS | |
| PROVIDENT FUND - 12% of (Basic + FDA) | 1,060 |
| GRATUITY - 4.81% of (Basic + FDA) | 425 |
| FIXED GROSS SALARY (FGS) (1+2+3) | 23,551 |

| 4. INCENTIVE COMPONENTS | At an indicative Payout of 15 % | At an indicative Payout of 12.5 % | At an indicative Payout of 10 % |
|----------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------|---------------------------------|
| TRAINING PERFORMANCE LINKED INCENTIVE (TPI) | 3,533 | 2,944 | 2,355 |
| TOTAL GROSS SALARY (inclusive of the incentive component at an indicative payout of 15% of FGS) | 27,084 | | |
| TOTAL GROSS SALARY (inclusive of the incentive component at an indicative payout of 12.5% of FGS) | 26,495 | | |
| TOTAL GROSS SALARY (inclusive of the incentive component at an indicative payout of 10% of FGS) | 25,906 | | |

| OTHER BENEFITS | | | | |
|--------------------------------------------------------------------|------------------------|----------|----------------------|-----------------------------------------------|
| Scheme | Eligible Amount in Rs. | Interest | Monthly Installments | Margin Money (To be borne by the employee) |
| SALARY LOAN (subject to submission of Trainee Agreement) | 12,000 | Nil | 12 | Nil |

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfillment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan policy at that time.



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Annexure II (Compensation during the Training Period)

| COMPENSATION DETAILS (All figures in Rs. per month) | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| NAME | Mr. Sathya Narayanan Sudhakar |
| ROLE / ROLE DESIGNATION | Systems Engineer / Systems Engineer - Trainee |
| 1. MONTHLY COMPONENTS | |
| BASIC | 6,420 |
| DEARNESS ALLOWANCE (DA) | 1,100 |
| BASKET OF ALLOWANCES (This is to be used towards HRA, LTA, Medical Allowance, Children's Education Allowance, Transport Allowance and Miscellaneous Allowance) | 9,277 |
| BONUS / EX-GRATIA (95% of the eligible amount (20% of (Basic + DA)) being paid out on a monthly basis) | 1,429 |
| MONTHLY GROSS SALARY | 18,226 |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 2. ANNUAL COMPONENT | |
| BONUS / EX-GRATIA (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis) | 75 |

| | |
|-----------------------------------------|---------------|
| 3. RETIRAL BENEFITS | |
| PROVIDENT FUND - 12% of (Basic + DA) | 902 |
| GRATUITY - 4.81% of (Basic + DA) | 362 |
| FIXED GROSS SALARY (FGS) (1+2+3) | 19,565 |

| 5. INCENTIVE COMPONENTS | At an indicative Payout of 15 % | At an indicative Payout of 12.5 % | At an indicative Payout of 10 % |
|----------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------|----------------------------------------|
| TRAINING PERFORMANCE LINKED INCENTIVE (TPI) | 2,935 | 2,446 | 1,957 |
| TOTAL GROSS SALARY (inclusive of the incentive component at an indicative payout of 15% of FGS) | 22,500 | | |
| TOTAL GROSS SALARY (inclusive of the incentive component at an indicative payout of 12.5% of FGS) | 22,011 | | |
| TOTAL GROSS SALARY (inclusive of the incentive component at an indicative payout of 10% of FGS) | 21,522 | | |

| OTHER BENEFITS | | | | |
|--------------------------------------------------------------------|-------------------------------|-----------------|-----------------------------|---------------------------------------------------|
| <i>Scheme</i> | <i>Eligible Amount in Rs.</i> | <i>Interest</i> | <i>Monthly Installments</i> | <i>Margin Money (To be borne by the employee)</i> |
| SALARY LOAN (subject to submission of Trainee Agreement) | 12,000 | Nil | 12 | Nil |

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfillment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan policy at that time.

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Annexure III (Non Compete Agreement)

I, _____ do hereby acknowledge and confirm the following:-

(1) I am accepting employment with Infosys Technologies Limited (“Infosys”). Now, as per the presents below, I agree to the following terms herein, and acknowledge that this is a material condition of my employment with Infosys Technologies Limited.

(2) I am required, on behalf of Infosys, to provide services to, or solicit business from, various clients of Infosys (each such client hereinafter referred to as a “Customer”).

(3) In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with Infosys for any reason, I will not:

a. accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with Infosys;

b. accept any offer of employment from a Named Competitor of Infosys, if my employment with such Named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with Infosys.

For the purposes of this Non Compete Agreement, “Named Competitor” shall mean the following entities and their wholly owned subsidiaries:-

- i. Tata Consultancy Services Limited
- ii. Accenture Limited
- iii. International Business Machines Corporation
- iv. Cognizant Technology Solutions Corporation
- v. Wipro Limited

Place:

Employee Signature:

Date:

Employee Name :

Acknowledged by Infosys Technologies Limited:

INFORMATION SHEET

1. Probationary Period and Confirmation as a Permanent Employee

You will be on probation for a period of 12 months after completion of your regular training and allocation to the Unit. Please note all confirmations in the Company can take place only on the 1st day of the month succeeding completion of probation period. Your confirmation as a permanent employee is subject to the terms and conditions included in the Confirmation Policy of the Company.

You would also be required to complete the STAR (Savvy, Team working, Articulate and Responsible) certification program two months prior to the first due date of confirmation. For more details on STAR certification, you are requested to contact your respective batch owners or the Infosys Leadership Institute (ILI) representatives at the training / posting location.

In addition to the performance during the training period, you are required to have all the documents as mentioned below, uploaded & approved in the e-docket application 15 days prior to the due date of confirmation. If you do not complete the e-docket on or before this date, then the confirmation would be postponed by three months from the initial due date of confirmation and you would be confirmed on the 1st day of the subsequent month only. The period of probation can be extended by 3 months per instance of non - completion for up to four times (up to a maximum of one year). Copies of the following will constitute the required documents:

- a) Class 10 (or equivalent) Marks Sheet (s)
- b) Class 12 (or equivalent) Marks Sheet (s)
- c) Graduation Marks Sheet (s)
- d) Final Graduation Degree Certificate
- e) Post Graduation Marks Sheet (s) (if applicable)
- f) Diploma Certificate (if applicable)
- g) Prior Experience Certificate (s) (if applicable)
- h) Passport
- i) National Skills Registry (employees are required to sign the document at the time of joining and the upload of the same will done by the HRD - C&B team)
- j) PAN Card ("Under Income Tax laws, disclosure of your Permanent Account Number (PAN) to Infosys Technologies Limited is mandatory. Please disclose your PAN to Infosys on or 30 days before the day of joining and note that disclosure of PAN is a pre-condition for your confirmation into the system").

You are required to complete your e-docket within 6 months from the initial due date of confirmation beyond which your services with the Company may be terminated.

2. Ex - Gratia / Bonus

You will be eligible for an Ex - Gratia / Bonus payout which would be calculated at 20% of the sum of the Basic Salary and Dearness Allowance as mentioned in the Compensation Details sheet of this letter. The mode of payment for Financial Year 2010 - 2011 will be as follows: 95% of the Bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the Financial Year after adjusting the advance (95%) paid out on a monthly basis. The mode of payment for each Financial Year will be determined at the beginning of the same.

Illustration:

Bonus amount mentioned in the Compensation Details sheet (at a payout of 100%) for a certain employee is Rs. 1,000 per month. 95% of this amount, i.e. Rs. 950, would be paid out to the employee per month through the year. The balance amount of Rs 50 per month shall be consolidated and paid out at the end of the fiscal year.

3. Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month. The components are as follows: House Rent Allowance, Leave Travel Allowance, Medical Allowance, Transport Allowance, Children's Education Allowance and Miscellaneous Allowance.

You can split the BOA under the above-mentioned components according to your preferences and tax plans. You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities.

4. Passport & Driving License

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining duty. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

5. Date of Joining Extension

As per the Company policy, only one extension in Date of Joining would be granted based on medical exigencies. The extension date would be given within the validity period of 6 months from the initial date of joining. Please note that any request for extension must be supported with documentary evidence (Medical records and certificate). All the requests are to be sent to offer_extension@infosys.com. The Company will review the case based on the documents provided and we may extend the Date of Joining based on business requirements. All such requests for the date of joining extension have to be made at least a week before the initial date of joining. Granting this extension is solely at the discretion of the Company.

6. National Skills Registry Policy (NSR)

Infosys has always believed in surpassing customer expectations and has created several new benchmarks and standards in security, service & quality, and in order to do this, we have maintained a strong focus on compliance. NASSCOM, the premier industry organization has conceived the “**National Skills Registry**” that promises more effective information security standards. It aims to register all the people working in our industry on a web-enabled database and uniquely identify each industry person based on bio-metrics. In case you have not registered your self with National Skills Registry, you would be required to do so prior to your joining Infosys Technologies Ltd. The cost of your registration with National Skills Registry will have to be borne by you. You would be required to register with the National Skills Registry irrespective of whether you are in a technical role or a business enabling role”. For more information on national skills registry for registration, please visit www.nationalskillsregistry.com. This kit contains the document on steps/procedures for NSR registration.

Note: This document gives indicative details of all plans. Their implementation is governed by policies of Infosys and applicable legal agencies and may change from time to time without prior notice. Latest details and specifics of each plan are available with the Human Resources Department.