



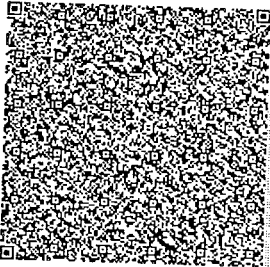
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL31130222303382P
Certificate Issued Date	: 15-Sep-2017 01:27 PM
Account Reference	: IMPACC (IV)/ dl942203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL94220363714612715723P
Purchased by	: TATA CONSULTANCY SERVICES LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TATA CONSULTANCY SERVICES LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: TATA CONSULTANCY SERVICES LIMITED
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



DEPUTATION AGREEMENT - CANADA

This Deputation Agreement -- Canada ("Agreement") shall, upon the execution by the Parties, become effective as of the Addendum Effective date set forth in the Addendum attached to this Agreement.

In consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged and agreed, intending to be legally bound, the Parties hereby agree as follows.

1. Background, scope and Interpretation.

The Parties to this Agreement are parties to certain agreements governing the Deputation of the Employee to Canada, including, as applicable, Deputation Agreement(s), Deputation Terms Agreement(s), Service Agreement Amendment/Addendum and any other agreements between the Parties relating to the Employee's Deputation (collectively, "Deputation Related Agreements"), which the parties now desire to consolidate, amend and restate in this Agreement as well as the Addendum to the Amended and Restated Deputation Agreement ("Addendum"), which shall be deemed to be part of this Agreement. Except as expressly set forth in the Agreement, the provisions of the Agreement shall remain in full force and effect during the entire Deputation Term until Employee returns to India as required.

This Agreement supersedes all Deputation Related Agreements previously executed by the Parties governing the Deputation of the Employee.

The terms and conditions of employment of the Employee by TCS are governed by a Service Agreement entered into in India upon commencement and/or confirmation of the Employee's employment with TCS. The employee has been seconded to TCS' affiliate, Tata Consultancy Services Canada Inc. ("TCS Canada") and during the period the Employee is on Deputation to TCS Canada, the Service Agreement is deemed to be supplemented and modified, as applicable, by this Agreement. In all other respects the Services Agreement shall continue to be in full force and effect according to its terms.

2. Definitions. Following capitalized terms shall bear the meaning set forth below, unless the context otherwise requires:

"Agreement" means this Amended and Restated Deputation Agreement – Canada, including the Addendum to this Agreement.

"Addendum" means the Amendment to the Restated Deputation Agreement which is made part of this Agreement.

"Cause" means conduct which violates Indian law or the law of the place of Deputation, TCS Policies, this Agreement or the Service Agreement. In addition, Cause shall also include any complaint from a customer of TCS relating to Employees conduct, which in TCS' sole discretion it deems a misbehavior, breach or violation of rules and obligations with respect to security, confidentiality or access and use of facilities or, a request from the customer for removal of the Employee from a project.

"Compensation" means the salary, allowance and other earnings which the Employee is eligible to receive from TCS during the Deputation Term, as set forth in the Addendum subject to the terms and conditions of this Agreement and TCS Policy in effect during a relevant time.

"Deputation" means the overseas travel by Employee to perform project work or other designated functions in Canada in connection with the business of TCS or its affiliates, when, such travel is for a period of time described in TCS Policy as long term travel.

"Deputation Term" means the period commencing on the day the Employee actually travels to Canada upon commencement of his Deputation and ending on the day designated to the Employee in writing by TCS as the day for his return from Canada upon termination or expiration the Deputation.

"Employee" means the individual identified as the employee in the signature block of this Agreement.

"Party" means the Employee or TCS, as the case may be.

"Parties" means Employee, TCS Canada and TCS.

"TCS" means Tata Consultancy Services Limited.

"TCS Canada" means Tata Consultancy Services Canada Inc.

"TCS Policy(ies)" means the written policies in effect adopted and published by TCS and/or TCS Canada from time to time governing specific areas of employee relations or governance, as the same may be amended from time to time (such as, leave policy, expenses reimbursement policy, compensation policy, benefits policy, etc.).

3. Acknowledgments and Special Covenants.

3.1 Employee acknowledges and agrees that TCS has provided the Employee with extensive specialized training and experience in the relevant field of technology, engineering consulting and business process, and has imparted TCS' proprietary tools, methodologies, processes and trade secrets at considerable costs and expenses to TCS and that Deputation presents further opportunities to enhance Employee's technical expertise, including but not limited to, the specialized knowledge of TCS software, tools, programs, processes, methodologies, technologies and know-how in the performance of services, on one or more projects of TCS for itself or its clients in Canada.

3.2 Because TCS has incurred substantial expense in training and deputing the Employee, TCS expects that upon termination or expiration of the Deputation Term, Employee will assist TCS in training and imparting commercially useful experience, knowledge and skills acquired by Employee while on Deputation to other TCS employees in India upon Employee's return to India. Accordingly, Employee agrees that Employee will complete the assignment and upon completion of Deputation

6/2/15

return to India, upon return to India, will continue employment with TCS in India for a period of not less than three (3) months. The requirements to return and continue employment with TCS for the minimum period of three months shall survive the termination or expiration of this Agreement.

3.3 Employee understands and acknowledges that while on Deputation, Employee is required to conform to and hereby agrees that Employee will comply with and conform Employee's conduct and activities to all TCS Policies applicable to TCS Employees on Deputation in Canada, including without limitation, additional standards of conduct and workplace discipline, site rules, additional confidentiality and security requirements with respect to access and use of facilities, information, data and material of TCS and its customers.

3.4 Employee understands that before proceeding on Deputation, Employee may be required to undergo complete medical examination, background check for credit and criminal history and drug testing. In addition, customer of TCS may require additional background checks, drug testing and other required screening procedure. Employee hereby agrees to cooperate and do all reasonable acts necessary to satisfy such requirements of TCS and/or TCS' customers, including where necessary giving written consent for background, credit and other screening procedures and checks and for undergoing drug tests, except as may be prohibited by any law.

3.5 Employee agrees that he/she will devote his/her full business time during the period of Deputation to the business of TCS Canada and, without the prior written consent of TCS Canada, will not conduct any other business. Except on behalf of TCS Canada or otherwise as instructed by TCS Canada, Employee will not render services to any other person or entity while on this Deputation.

3.6 TCS maintains written TCS Policies with respect to Overseas Deputation (Overseas Deputation Policy) and other written employee policy manuals and directives, which may be supplemented and amended by TCS from time to time. TCS Policies have been made available to Employee online in TCS' network. The Employee agrees to abide by all of the terms of the then-current Overseas Deputation Policy and other such policy manuals and directives while on a Deputation.

4. Deputation Term, Location, Compensation and Benefits

4.1 The initial location in Canada and the initial Deputation Term of the Employee shall be advised by TCS or TCS Canada to the employee in writing prior to commencement of his/her Deputation. Employee acknowledges and agrees that the initial Deputation Term is subject to change if the assignment of the customer is terminated earlier or extended. Further, to meet its business requirements TCS Canada shall be entitled to relocate Employee to another location in Canada and/or redefine roles and tasks (including assignments to different project(s) and different customer engagements) during the Deputation Term and/or to shorten or extend the initial Deputation Term.

Employee hereby agrees to such relocation and extensions as reasonably required by TCS. Further, TCS and/or TCS Canada reserves the right to terminate the Deputation without incurring any liability for such termination (a) at any time for Cause and to require the Employee to return to India immediately and (b) terminate or extend the Deputation Term to meet TCS Canada's business requirements, upon at least ten days notice to the Employee.

4.2 Employee hereby accepts and agrees that, the Compensation payable to Employee during Employee's period of Deputation shall be based on Employee's Grade, level of India Salary and category of location of assignment. The Consolidated Salary of the Employee may change whenever there is a change in Employee's Grade, level of India Salary or location of assignment.

4.3 During the Deputation Term, the Employee will be eligible for benefits as set forth in the Addendum. Employee hereby accepts the terms and conditions of benefits described in the Addendum and agrees that such benefits are in lieu of the benefits and the terms and conditions thereof as in force prior to the Deputation. TCS and/or TCS Canada reserves the right to change TCS Policy relating to employee welfare and benefits plans from time to time and at any time, upon reasonable notice to the Employee.

4.4 Employee agrees to return to India upon expiration of the Deputation Term or earlier termination thereof by TCS and/or TCS Canada in accordance with Section 4.1. TCS, TCS Canada and Employee agree that, in the event that TCS or TCS Canada, for any reason, terminates the Deputation and instructs Employee to depart Canada on or before a certain date set by TCS Canada (the "Departure Date"), and to return to TCS' designated location in India then, in such event, should Employee decline or fail to depart Canada by the Departure Date, TCS Canada's obligation to provide Compensation or benefits in Canada (as provided in this Agreement) shall cease as of the Departure Date.

5. Compliance with Laws

5.1 Employee acknowledges that, in order to enter, work and remain lawfully in Canada during the Deputation, he/she must fully and timely comply, and hereby agrees to so comply, with all federal, state and local laws of Canada, and the Employee agrees that he/she will abide by and comply with all the requirements of such laws, including without limitation, Canada's immigration laws and regulations and Canada's national, provincial and local tax laws. The employee's working hours shall be governed by the policy as applicable in the country. As and when required, he/she may be required to work for a reasonable number of extra hours beyond the stipulated working hours. In such scenario overtime would be covered under the policies and in accordance with local law, applicable and amended from time to time.

5.2 Deputation requires a visa for Employee's lawful entry and presence in Canada as a

temporary foreign worker. TCS and/or TCS Canada will assist the Employee and Employee's dependent family members (spouse and children under age 21) with the paperwork that will enable Employee to obtain the appropriate visa for Deputation.

5.3 Employee shall comply and shall cause all dependents of Employee to comply with all requirements of Canada's immigration laws and regulations. Employee agrees to take all timely actions required to maintain his/her own lawful immigration status and the status of the Employee's dependents (spouse and children under age 21) who are accompanying or may follow to join the Employee in Canada. Employee will not take (or acquiesce in) any actions that are inconsistent with or that would otherwise undermine or impair his/her lawful immigration status or the immigration status of the Employee's dependents.

5.4 Employee acknowledges that TCS and/or TCS Canada provides assistance (through legal counsel at no cost to the Employee) in maintaining the lawful immigration status of the Employee and the Employee's dependents and that such assistance requires the timely and full cooperation of the Employee and the Employee's dependents. Accordingly, the Employee agrees that he/she shall promptly inform TCS and/or TCS Canada in advance of any proposed or pending change or adjustment of immigration status with respect to the Employee or his/her dependents. Notwithstanding the foregoing obligation to provide notice in advance of any such change or adjustment of status, should the Employee fail to provide timely notice in advance, the Employee shall nonetheless provide notice of any actual change or adjustment of such status by Employee or the Employee's dependents immediately upon the occurrence of such change or adjustment of status or the occurrence of any action constituting a failure by Employee or Employee's dependents to maintain lawful immigration status. In addition, Employee shall cooperate fully with TCS and/or TCS Canada and promptly provide all required documents and information necessary for TCS and/or TCS Canada to fulfill its own immigration-related legal obligations and to enable TCS and/or TCS Canada to provide immigration assistance to Employee and Employee's dependents as described above.

6. Additional Obligations of Employee

6.1 The obligations of Employee set forth in this Section 6 are in addition to and not in derogation of any previously executed agreement with respect to confidentiality, ownership of intellectual property rights in inventions and work products and certain security related matters. The provisions set forth in this Section 6 shall survive the term and termination of this Agreement..

6.2 Employee acknowledges and agrees that TCS and/or TCS Canada possesses and will continue to possess information that has been created, discovered, acquired or developed by, or otherwise become known to TCS and/or TCS Canada (including without limitation information created, discovered, developed, or made known by Employee during the period of or arising out of Employee's employment with TCS including the period of Deputation to TCS Canada) and/or in which

proprietary rights have been assigned or otherwise conveyed to TCS and/or TCS Canada, which information has commercial value in the business in which TCS and/or TCS Canada is or may become engaged. Further, while assigned to work on a project of a TCS Canada customer, Employee may be provided with or otherwise granted access to certain confidential or proprietary information and data of such customer or customers of such customer. All of the aforementioned information is hereinafter called "Proprietary Information." Proprietary Information will include, without limitation, any and all information 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 by TCS, TCS Canada and/or its customers that are reasonable under the circumstances to maintain the secrecy of such information. Proprietary information also includes trade secrets, processes, structures, formulae, data and know-how, improvements, product concepts, techniques, marketing plans, strategies, forecasts, customer lists, competitor's information, financial statements and financial information, customer information, employee information, of TCS, TCS Canada and/or its customers.

6.3 Employee acknowledges and hereby agrees that Employee shall not access or seek to access any Proprietary Information of a TCS Canada's customer if such Proprietary Information is not necessary in connection with Employee's services and the Proprietary Information is restricted. Under no circumstances shall Employee disclose to third parties not authorized by TCS and/or TCS Canada any Proprietary Information of TCS, TCS Canada and/or its customers. Employee agrees that, during Deputation 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 Proprietary Information of TCS, TCS Canada and/or its customers. Employee acknowledges and agrees that if requested by TCS Canada in connection with any TCS Canada engagement with customer, Employee will execute any additional confidentiality agreement and compliance agreement relative to engagement of TCS Canada with a client and services to be performed there under by Employee.

6.4 Employee agrees to promptly and completely disclose to TCS and/or TCS Canada, all improvements, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know how, computer software (in object code and source code form) and data, whether or not patentable, made or conceived or reduced to practiced or developed by Employee, either alone or jointly with others, during the period of Employees employment, including during Deputation (whether or not during normal hours) that are related to or useful in the actual or anticipated business of TCS, TCS Canada or applicable customer of TCS and/or TCS Canada, or result from tasks assigned to Employee by TCS and/or TCS Canada or result from use of facilities, tools, equipment or Proprietary Information of TCS and/or TCS Canada or its customers (collectively, "Inventions and Work Product"). Employee acknowledges and agrees that any and all Inventions and Work Products shall upon its discovery or creation vest in and exclusively belong to TCS or TCS Canada. Employee acknowledges and agrees that the services

and work products resulting from Employee's services will be deemed to be "work for hire". If any portion of the services is not or can not be considered as work for hire, then Employee hereby irrevocably assigns to TCS all of Employee's rights and interest in any inventions, know-how and intellectual property rights resulting from Employee's services to vest exclusively in TCS and/or TCS Canada. Employee agrees to sign on TCS and/or TCS Canada's request any additional documents as reasonably requested by TCS and/or TCS Canada to comply with TCS Canada's undertakings to its customers to effect further assignment of intellectual property rights in work products prepared by Employee on behalf of TCS Canada to such customers. Employee hereby agrees to assist TCS and/or TCS Canada in every proper way to obtain and from time to time enforce patents, copyrights or other rights on Proprietary Information, Inventions and Work Product.

6.5 Upon completion or termination of the Deputation, the Employee shall return to TCS and/or TCS Canada all originals and copies of all Proprietary Information, material or property of TCS, TCS Canada or its customer, including without limitation all property, documents, materials, writings, equipment, machines, passwords and access codes and keys. Employee shall refrain from in any way using or transferring to any person or entity Proprietary Information of TCS and/or TCS Canada or any of its customers.

7. Restrictive Covenants

7.1 Employee agrees that, during the period of employment with TCS and the period of Deputation to TCS Canada and for a period of two years following his/her termination of employment with TCS, Employee shall not, (a) directly or indirectly, solicit, hire or employ, for any entity other than TCS or assist anyone else to solicit, hire or employ, any TCS and/or TCS Canada employee or (b) directly or indirectly, induce or attempt to induce any TCS and/or TCS Canada employee to leave TCS and/or TCS Canada while such employee is in TCS employment including the period of Deputation to TCS Canada.

7.2 Employee agrees that, during his/her employment with TCS including the period of Deputation to TCS Canada and for a period of two years following his/her termination of employment with TCS, Employee will not seek or accept any employment with any customer of TCS and/or TCS Canada for whom Employee performed services as a TCS employee or as a deputed employee to TCS Canada. Further, Employee acknowledges and agrees that notwithstanding the performance of any services for a customer of TCS Canada during the term of Deputation and Employee's employment with TCS, Employee is not eligible to receive any compensation or benefits from the customer of TCS Canada and Employee shall not assert any employment claim or claim for employment benefits against any customer of TCS Canada.

7.3 Employee hereby agrees that he/she shall not, during his/her employment with TCS including the period of Deputation to TCS Canada, and for a period of two years following the

termination of employment with TCS:

- a. directly or indirectly take any action which constitutes an interference with or a disruption of any of the TCS and/or TCS Canada's business activities including, in particular, the TCS and/or TCS Canada's relations with its clients and its employees;
- b. directly or indirectly contact or solicit, or direct or assist any person or entity to contact or solicit, any of TCS and/or TCS Canada's customers, prospective customers or business partners for the purpose of selling or attempting to sell for or on behalf of any person or entity other than TCS and/or TCS Canada, any products and/or services that are the same as or similar to the products and/or services provided by TCS and/or TCS Canada to its customers. In addition, Employee will not disclose the identity of any such customers, prospective customers or business partners of TCS and/or TCS Canada to any person or entity for any reason or purpose whatsoever. The word "customer(s)" shall include those persons or entities to which TCS and/or TCS Canada sold any products or for which TCS performed any services. The phrase "prospective customer(s)" shall include those persons or entities to which TCS and/or TCS Canada (i) maintained or collected contact or other information regarding that person or entity for the purpose of soliciting or potentially soliciting the sale of any products or services, or (ii) solicited for the purposes of selling any products or performing any services within the two (2) year period immediately prior to the termination of Employee's employment with TCS.
- c. directly or indirectly engage, participate in, assist or carry on in any manner any work or business activity that is in competition with the business activities of TCS and/or TCS Canada in North America and that is located within 100 miles of an office of TCS and/or TCS Canada in North America or a location where TCS is performing services for a customer in North America. The phrase "business activity(-ies)" in competition with TCS and/or TCS Canada is defined as those activities that are the same or substantially similar to those being conducted by Employee for TCS and/or TCS Canada, and include in particular engineering, business process or software consulting services, design, software programming, software development, systems integration and related software, business process or engineering services.

7.4 Subject to Paragraph 7.5, below, the provisions of this Section 7 shall apply and be effective insofar as they are valid and enforceable in any province in Canada where Employee performs services for TCS Canada or where Employee breaches this Section 7. In the event that any court determines that any of the foregoing provisions of this Section 7 are unenforceable or unreasonably restrictive, it is the agreement and understanding of the Parties that said provisions be construed, applied, limited and enforced by a court in a manner to render them reasonable, valid and enforceable to the maximum extent permitted by law. To the extent that any provision of this Section 7 may not be so rendered as valid and enforceable then, with respect to that provision, it will be

severed in accordance with Section 12.4 of this Agreement.

7.5 With the exception of Section 7.1, the provisions of this Section 7 that relate to restrictions on activities by Employee after the termination of his/her employment with TCS including the period of Deputation to TCS Canada shall not apply to activities occurring in any Province in which such provisions may not be enforceable. However, the Parties acknowledge and agree that nothing in this Section 7.5 shall prevent or prohibit TCS and/or TCS Canada from seeking any remedy under this Agreement or as may be available to it by law in any Province with respect to activities of the Employee after the termination of his/her employment with TCS.

8. Injunctive and other Relief

Employee acknowledges that each of the restrictions contained in Sections 6 and 7 of this Agreement is reasonable and necessary in order to protect legitimate interests of TCS and/or TCS Canada and its customers, and that any violation thereof would cause irreparable injury to TCS, TCS Canada and/or its customers for which money damages would not be an adequate remedy. Employee acknowledges and agrees that in the event of any violation or anticipated violation thereof, TCS and/or TCS Canada shall be entitled to seek, from any court of competent jurisdiction, temporary, preliminary and permanent injunctive relief, and/or any other equitable specific relief.

9. Dispute Resolution.

9.1 Except as set forth in section 9.3, any and all controversies or claims arising out of or relating to the Employee's Deputation, compensation, 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. The venue for arbitration shall be Mumbai, India. The arbitrator shall be a retired judge of a City Civil Court. Mumbai or equivalent or higher or a practicing advocate with at least ten years experience in civil litigation. The Party seeking arbitration may notify the other two Parties of its intention to seek arbitration of the dispute. The Parties shall make good faith efforts to agree upon and appoint a single arbitrator. If the other two Parties fail to respond within thirty days after receipt of notice of intention to seek arbitration as aforesaid, then the Party seeking arbitration shall be entitled to proceed with appointment of a single arbitrator having the qualifications set forth above. If the other two Parties respond within the thirty days after receipt of notice of intention to seek arbitration as aforesaid but Parties fail to reach agreement on the selection of the single arbitrator within thirty (45) days, then, Employee shall be entitled to appoint one arbitrator and TCS Canada & TCS together shall be entitled to appoint one arbitrator having the qualification set forth in this Section 9.1 and the two arbitrators so appointed shall appoint a third arbitrator, and the arbitration shall in such cases be by a panel of three arbitrators so appointed and the decision shall be by majority.

9.2 The arbitration proceeding shall be governed and conducted in accordance with the Indian

Arbitration and Conciliation Act 1996 (the "Arbitration Act") and the Rules made there under. The decision of arbitrator shall be final and conclusive upon the Parties hereto and shall be enforceable in accordance with the Arbitration Act or under any other applicable law. Each Party shall bear its own costs, and the fees of arbitrators shall be divided equally between the Parties or in such other fashion as the arbitrator so orders, which order shall prevail.

9.3 Notwithstanding anything to the contrary herein, neither Party shall be prevented from seeking injunctive relief against any violation of Section 6 or 7 of this Agreement in a Court of competent jurisdiction or to obtain injunctive relief in accordance with Sections 8. THE PARTIES EXPRESSLY AGREE TO SUBMIT TO PERSONAL JURISDICTION OVER HIM/HER IN THE PROVINCE OF ONTARIO. ACCORDINGLY, THE EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT HE/SHE WILL BE SUBJECT TO SUIT IN THE PROVINCE OF ONTARIO FOR BREACH BY EMPLOYEE OF SECTION 6 or 7 OF THIS AGREEMENT.

10. Failure to Complete the Deputation or to Return to India by Employee

10.1 Employee acknowledges and agrees that it is essential to the business success of TCS that assignments for which Deputation is made be completed by the Employee and the Employee return to India upon termination or expiration of Deputation in accordance with this Agreement. Employee acknowledges and agrees that any action by Employee in leaving or abandoning any assignment on this Deputation before its completion without TCS' express written approval shall constitute a material breach by Employee of the terms and conditions of this Agreement. Employee further acknowledge and agree that TCS and/or TCS Canada may suffer significant damages as a result of any such breach or termination of this Agreement by Employee or abandonment of the services by Employee and in such cases Employee shall be liable to TCS and/or TCS Canada for all such damages.

10.2 In any proceedings brought by TCS against Employee for breach of Section 10.1, TCS may claim and recover any and all damages that are incurred by it as a result of Employee's breach and that are allowed by law, which may include, but are not limited to, all costs of replacing the Employee (including all costs of training a replacement), all expenses incurred by TCS as a result of the breach (including transportation, lodging and relocation expenses incurred with respect to Employee, Employee's dependents and any replacement worker and his/her dependents), all additional costs incurred to complete a customer project, all lost profits from the client project caused by Employee's failure to complete the Deputation, costs of disruption or interruption of work schedule, loss of customer business, lost opportunities for additional customer business, and TCS' loss of the valuable knowledge and experience that the Employee is obligated to impart to other employees of TCS upon his/her return to India. THE EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT SUCH DAMAGES MAY BE VERY SUBSTANTIAL AND THAT FAILURE TO COMPLETE THE DEPUTATION MAY RESULT IN TCS' AND/OR TCS CANADA'S LOSS OF SUBSTANTIAL BUSINESS.

11. Governing Law

The Parties agree that this Agreement shall be governed by the laws of the Republic of India, without giving effect to its internal principles of conflicts of laws.

12. Miscellaneous

12.1 Non-waiver. Failure of TCS, TCS Canada 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.

12.2 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.

12.3 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.

12.4 No Representations. In executing this Agreement, the Employee has not relied and is not relying on 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.

12.5 Notices. All communications between TCS and the Employee shall be deemed to have been effectively served if sent by registered or certified mail to (a) in the case of TCS to: Vice President HR, TCS Ltd., TCS House, Raveline Street, 21, D.S.Marg, Fort, Mumbai, India 400 001; and (b) in the case of Employee, the last recorded address specified in the Service Records of the Employee.

The Employee shall further provide to the Resident Manager/Account Manager to whom he/she reports during the Deputation written notice of his/her place of residence in Canada 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.

TATA CONSULTANCY SERVICES LIMITED

By: _____

Name: _____

Title: _____

Address: _____

I HAVE READ THE FOREGOING DEPUTATION AGREEMENT. I UNDERSTAND IT. I HAVE HAD THE OPPORTUNITY TO REVIEW IT, TO ASK TCS QUESTIONS ABOUT IT AND TO CONSULT AN ATTORNEY ABOUT IT. I SIGN IT KNOWINGLY, WILLINGLY, VOLUNTARILY AND WITHOUT ANY DURESS

By: _____

Name of Employee: _____

Employee No: _____

Date: _____

A handwritten signature in black ink, appearing to read 'G. H. S. S.', is written over the page number and footer text.

ADDENDUM

This Addendum ("Addendum") is made to and forms part of the Deputation Agreement – Canada, between the Parties.

1. Employee Name : Ms. Gunjan Bhatia
Employee No : 234542
Addendum Effective Date : 16-Sep-2017

2. Compensation and Benefits

During the period of Deputation, TCS Canada (host office) will be the economic employer of the Employee.

(a) Compensation.

TCS Canada will be responsible for paying the Consolidated Salary of the Employee inclusive of reimbursing TCS related statutory contribution in India. The Consolidated Salary will comprise of Gross India salary in Indian Rupee ("INR") as mentioned in the annexure in equivalent Canadian Dollar ("CAD") plus Gross Canadian Allowance ("GA") in CAD as defined for your grade and location of assignment. - The Consolidated Salary of the employee may change whenever there is a change in the Employee's grade, level of India Salary or location of assignment.

It is the responsibility of TCS Canada to deduct the appropriate taxes (withholding statutory deduction) from the Employee's payroll and deposit with Canadian treasury through the designated payroll service provider.

(b) Benefits.

TCS Canada will provide the Employee with benefits in Canada in accordance with TCS Policies applicable to employees on Deputation in Canada, including vacation, health insurance and other benefits. Employee understands that the formal benefit plan documents and information shall govern all available benefits, and acknowledges that the formal plan documents are available to Employee.

(c) Taxes.

The Gross India Salary will be included as earnings for the purpose of taxation in Canada. TCS Canada will provide Employee with a statement of earnings for the prior calendar year on a Form T4 to file tax returns for Canada and applicable local jurisdictions. Employee will also receive Form 16 prescribed under the Indian Income Tax Rules for the amount of withholding

taxes if any from your Indian salary. Employee is responsible for his/her tax filings in Canada and in India. It is recommended that Employee keeps proper record of expenditure of allowance to support any questions related to tax filings in Canada and/or India.

(d) **Air fare.**

TCS will be responsible for arranging an economy class ticket and travel insurance for the Employee and Employee's dependent family members (spouse and children under age 21) and all such costs will be reimbursed by TCS Canada against debit note issuance by TCS to TCS Canada.

3. **Benefits in India.** For purposes of calculating any benefits which are based on length of service, the period of Employee deputation will be considered as active service.

4. **Business Expenses.** Upon receipt of appropriate documentation, TCS Canada will reimburse the Employee for all reasonable, customary and usual business expenses and disbursements necessarily incurred by the Employee on behalf of TCS Canada pursuant to TCS' request while the Employee is on the Deputation. Business Expenses reimbursement is subject to TCS Policy for Business Expenses reimbursement applicable to employees in Canada on Deputation.

Tata Consultancy Services Ltd.

By: _____
Name: _____
Title: _____

Employee

Name: _____
Employee No: _____
Date: _____



ANNEXURE

Expected Start Date : 16-Sep-2017
Employee Name : Ms.Gunjan Bhatia
Employee No : 234542
Grade : C3A
Employee work location (City, State, Zip code) : VANCOUVER, BRITISH COLUMBIA, V5K 0A1

India Salary Details(to be paid in equivalent CAD)

Component category	Annualized in INR
Basic Salary	243600
Variable Allowance	135600
Special Incentive	0
Bouquet of Benefits	495332.04
HIS Premium	7900
Provident Fund	29232
Superannuation Fund	0
Gratuity	11717.16
Gross Salary	874532.04

Canada Allowance Details

Component category	Annualized in CAD
Living Allowance (Other Allowance)	61999
Consolidated Salary	78600

Signature	
Print Name	Ms.Gunjan Bhatia
Employee No	234542
Date	15-Sep-2017