

Capgemini India Private Limited
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www.capgemini.com

Ref.:Capgemini/875067

August 29, 2012

Basant Kumar Singh
Room No:270, Jehlum Hostel, NIT Srinagar, Hazratbal,
Srinagar, Jammu & Kashmir

Dear Basant Kumar Singh,

We are pleased to confirm our offer of employment to you as **Software Engineer** with Capgemini India Private Limited (the Company), starting September 10, 2012. At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. We value your abilities and believe you will find our work environment to be challenging and fulfilling.

You are requested to report to the said address on September 10, 2012. not later than 9.00 AM. Please refer ANNEXURE VIII for detailed address.

Request note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued all communication purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please remember, post joining, no changes can be made. The name provided by you should be matching with necessary documents such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

Location - You will be based in **Pune** but the Company may require you to work at other Company locations and on customers' sites, both inside or outside India. The Company will seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

Compensation - Your target annual salary will be **Rs. 240000/- (Rs. Two Lakhs Forty Thousand Only)**. This comprises of your salary and bonus and / or any incentives applicable to you. Details are given in the attached Annexure-I. Please note that first salary for those who join after the 15th will be processed in following month's payroll cycle. Post completion of six months of your employment with Capgemini, your compensation would be revised upwards to INR 3.05 Lacs per annum (cost to company). A separate letter to this effect shall be issued at the end of the six months of your employment with Capgemini.

Confidentiality - This is a highly Confidential and Private document. You are to maintain the confidentiality and ensure that the details of your offer are not shared with anyone outside of the People Relationship Management Team of Capgemini. Sharing the details of your offer with others would imply a breach of confidentiality and could invite suitable disciplinary action.

RESTRICTED

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Performance Bonus Scheme - You will be eligible to participate in the Company's Performance Bonus as per the company policy, provided you are on the rolls of the Company at the time of payout. The annual performance bonus payable shall be pro-rated to your completed months of service with the company. Performance Bonus is payable only if you are on the rolls of the company for at least 3 months during the relevant calendar year. The breakup of your target annual salary is attached herewith.(Refer Annexure 1)

The benefits included in the cost to company are:

Provident Fund - You are eligible for Employees' Provident Fund scheme wherein, the Company will match your annual contribution.

Gratuity - You will be eligible for Gratuity as per policy, which is calculated at 4.808% of your current Basic salary per month. Details would be made available on joining.

Medical Insurance - In accordance with the Company's policy you and your immediate family (i.e. spouse and unmarried dependent children) will be covered under our Medical Insurance plan.

You will also be covered under our Personal Accident Insurance Policy. Additionally, if you are required to travel abroad, you will be covered under our Overseas Medical Insurance Policy.

Transport Facility - Bus transport facility is available on various routes at Capgemini locations. You are encouraged to use this facility, by paying nominal charges as per company policy.

Personal Tax - The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the prevailing rules.

Annual Leave/Public Holidays - You will be eligible for 22 working days of vacation and 10 public holidays. Please refer to the Company's Leave Policy for further details in this regard.

In case you absent yourself from duty continuously, without prior authorization, for 10 calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of the contract of employment by you.

In such circumstances, the Management will have the discretion of (a) adjusting salary against the notice period of such abandonment (b) presume that you have voluntarily abandoned the services of the company and strike off your name from the rolls of the Company.

Notice Period/Termination - This contract of employment between you and the Company may be terminated by either party by giving 90 days notice or gross 3 months salary in lieu thereof. However release from the services of the Company will be subject to satisfactory handover of the responsibilities assigned to you.

In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any member of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice.

During the period of this employment you should not draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

During the tenure of your employment, the company may incur training/ certification expenses on you. In

the event you leave our services within a period of 24 months from the date of training/ certification, you may be required to reimburse the entire training costs including any travel costs related to the training. Depending on the expenses involved, you may also be required to sign a service agreement with the company for a specific period, which will be indicated to you at that time.

Your employment will be subject to the following pre-conditions:

1. You obtain a clear discharge from your present employer.
2. You provide two satisfactory references, one being from your current employer.

Private Information Policy - You will be bound by the Capgemini Private Information Policy as described in Annex 1 for holding in confidence any trade secrets or confidential business and technical information of the Company or its clients.

Intellectual Properties - Additionally, you will also be bound by the Capgemini policy with respect to Intellectual Property as described in Annexure IV.

Non-Competition - In the event that you leave the Company either initiated by yourself or the Company, you shall not recruit any employee from the Company for a period of 12 months commencing the last day of your employment with the Company.

Governing Law - The terms and conditions as stipulated above shall be interpreted in accordance with the laws of India. In the event of any dispute, the parties shall submit to the exclusive jurisdiction of the Courts of India.

Condition of Hire - All appointments are based on the information furnished by you in your employment application and all further declarations and undertakings. Hence, any false statement or information furnished as above will lead to your dismissal without notice.

You hereby warrant that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform the duties of your employment.

You also warrant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement between you and any third party and that the Company will in no way be concerned with such liabilities.

During your employment with the Company you will agree to work on any project that you are assigned to, irrespective of technical platforms / skills and nature of the project. If necessary, you may also be required to work in shifts. Failing to do so can lead to termination of employment without notice.

Regardless of any secondment to any other Capgemini entities or where you may be required to work overseas for any such Capgemini entities for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in this offer letter or the salary and benefits that may have been decided by Capgemini and communicated to you.

You will also be governed by all other instructions/rules/policies of the company, which are not specifically mentioned in this letter. The same are available on the Intranet and you are expected to go through the same carefully. For clarification, if any, regarding these instructions/rules/policies please get in touch with People processes partner.

Basant Kumar Singh, we believe we can provide you with an atmosphere in which you can develop your professional talents to the fullest. We look forward to having you join Capgemini India Pvt. Ltd. Please do not hesitate to contact me if you need any further assistance.

You will retire on the last day of the month in which you complete sixty years of age.

In case of any query please feel free to contact

We look forward to having you in Capgemini team.

Yours Sincerely,
For & On Behalf of Capgemini



Satyajit Iyer
Head - Recruitment - India & APAC

{ } I accept the offer and confirm that there have been no other commitments made during the hiring process other than those specified in the offer letter. (example - on onsite opportunity, compensation, promotion and salary hike)

{ } I accept the offer but would like to mention that the following discussions have been had during the hiring process (Please mention commitments :

I have read the contents of this letter and accept all the terms and conditions of this offer and the enclosed annexure I, II. in their totality and also confirm that I shall not be legally or otherwise entitled to any other perquisites, facilities, benefits, etc. than the mentioned in the same, either monetary or otherwise, unless and until the Company specifically agrees in writing, herein after.

Name: BASANT KUMAR SINGH Sign: Basant.

- Annexure I - Offer Break up
- Annexure II - Information
- Annexure III - Private information
- Annexure IV - Covenants
- Annexure V - Intellectual Property
- Annexure VI - NDA
- Annexure VII - Capgemini Locations and address

Basant.

Signature

29/08/2012

Date

ANNEXURE I
Basant Kumar Singh
Software Engineer

Target annual compensation from Capgemini India Pvt Ltd.

Rs.240000

Monthly Components	Per Month	Annualised
Basic Salary	Rs. 6676	Rs. 80115
House Rent Allowance	Rs. 3338	Rs. 40058
Medical Reimbursement	Rs. 1250	Rs. 15000
Conveyance Allowance	Rs. 800	Rs. 9600
Flexi Plan Allowance	Rs. 4659	Rs. 55903
Special Allowance	Rs. 0	Rs. 0
Statutory Bonus	Rs. 700	Rs. 8400
Gross monthly pay	Rs. 17423	Rs. 209076
Capgemini's contribution to PF	Rs. 801	Rs. 9614
Gratuity Accrual	Rs. 321	Rs. 3852
Total Fixed Compensation (TFC)	Rs. 18545	Rs. 222542
Performance Bonus		Rs. 11127
Total Cash Compensation		Rs. 233669
Medical, Accident & Life Insurance Premium		Rs. 6331
Total Cost to Company		Rs. 240000

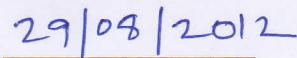
Note

*Flexi plan can include LTA and Telephone Reimbursement

**Performance bonus can range from 0 to the amount mentioned above



Signature



Date

*The Total Benefits amount has been arrived at by considering the maximum eligibility under each of the components.

****Performance Bonus:** In addition to the Total Fixed Compensation, you will be eligible for an Annual Performance Bonus. This is a discretionary bonus and is made at the sole discretion of the company. You will be paid Annual Performance Bonus based on the Company's Financial Performance and your individual Performance during the Annual Performance Review Period. Kindly note that annual performance bonus will only be paid to associates who are on Capgemini rolls at the time of the disbursement. Please read carefully the clause explaining performance bonus scheme in the offer letter.

In the event you are separated from the services of the company for any reasons whatsoever, payment of performance bonus shall be at the sole discretion of the company.

ANNEXURE II

INFORMATION:

List of documents that you are required to bring for our records (Please bring originals along with a photo copy of all documents, Originals will be returned after verification)

QUALIFICATION:

- Xth mark sheet and certificate
- XIIth mark sheet and certificate
- Graduation mark sheets and degree certificate
- Any other relevant Certificates

ADDITIONAL:

- Birth certificate
- Passport: All pages 1 Set
- Any photo identity proof (driving license, PAN card etc)
- Seven photographs
- Leave and license agreement copy or letter from landlord or roommate saying that said person is staying in landlord's house from so and so period along with landlord sign and Leave and license agreement copy for reference.
- Cell Phone Bill copy
- Vehicle Registration -RC Book copy

OTHER INFORMATION

As part of Capgemini India, you will be required to adhere to safety and work place attire norms. This involves

Safety and work place attire norms:

As part of Capgemini India, you will be required to adhere to safety and work place attire norms. This involves:

- Wearing a helmet if riding a motorbike/scooter and seat belt in a car.
- No driving/riding under the influence of drugs or any other intoxicating substance.
- Wearing western formal attire on every Wednesday. This practice is intended to create familiarity and a level of comfort with overseas work environments and dress norms.
- Non adherence of safety norms will result in non-payment of accidental insurance.

ANNEXURE III

1. This offer is subject to your securing 60% or above in your qualifying examination without any backlogs in your final year.
2. You shall be required to carry all original certificates duly attested by a gazette officer or the concerned authorities upon your physical presence in the company and at the time of collecting the offer letter; the same will be returned after verification.
3. You will join our Fresher Learning Program(FLP), and during the program your performance will be evaluated through daily quizzes, assignments, projects and tests. For successful completion Fresher Learning Program, you need to score a minimum of 60% in all quizzes, projects, tests and assignments. 100% attendance is mandatory for successful completion of the Fresher Learning Program.
Failure to meet any of the above criteria may result in termination.
4. As a part of Capgemini India community norms, you will be expected to wear western formal attire on every Wednesday. This practice is initiated to create familiarity and a level of comfort with overseas work environments and dress norms.
5. On termination of your employment by the Company and/or your resignation or withdrawal of offer before completing 12 months of service, you will have to refund the Company all or any expenses incurred by the Company on account of your joining/relocation.
6. The company is not accountable for any financial liabilities of the associate, in case of Termination /Resignation / Demise.
7. The associate joining Capgemini is expected to have an unobjectionable past record. If any declaration given by you or statement made by you to the management is false or have willfully suppressed any material information, you will be liable to be removed from the services of the company without any notice.
8. You will not without the consent of the management, disclose or divulge or make public except on legal obligations any information regarding company matters. You shall also observe strict secrecy regarding the business of the company.
9. Please note that this is only a letter for offer of employment which does not create any relationship of employer and employee and can be withdrawn by the company at any stage prior to the issue of the letter of appointment without giving any reasons.

**ANNEXURE IV
PRIVATE INFORMATION II**

The employee agrees with Capgemini that:

the work for which I am employed is and will be of a private nature, and in connection with the performance of my services on behalf of Capgemini, its subsidiaries and affiliates (together with their predecessors and successors, the 'Company'), the Company may make available to me information of a private nature as to the Company and the Company's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, operations, clients, prospective clients, employees and other non-public matters, including those concerning third parties ('Private Information'). I agree that I will receive in strict confidence all such Private Information belonging to the Company or to its clients or prospective clients. I further agree to use my best efforts to maintain and to assist the Company in maintaining the confidentiality of all such Private Information, and to prevent it from coming into unauthorized hands.

The employee further agrees that:

- I. I will neither copy nor distribute any material, or other information constituting Private Information which comes into my possession as result of my employment by the Company, other than for the Company use;
- II. I will not during the period of employment by the Company nor at any time thereafter, directly or indirectly, disclose to others and/or use for my own benefit or for the benefit of others, Private Information acquired by me during the period of my employment, except to the extent as may be reasonably necessary in the ordinary course of performing my duties as an employee of the Company;
- III. I will not disclose to the Company or attempt to induce the Company to use any Private Information or material to which the Company is not entitled; which the Company is not entitled;
- IV. Upon termination of my employment with the Company, I will return to the Company all materials and information that constitutes Private Information and any copies thereof and certify to the Company that I no longer have any rights to such materials or information, and I will represent that the original and all copies of such materials and information have been returned to the Company.
- V. I agree to abide by the ISMS polices and procedures as published by the organization from time to time.
- VI. I have got myself medically examined in the last 3 months and declare that I am medically fit. I have no communicable disease and I am not addicted to drugs or substance abuse. I will be liable for disciplinary action if this declaration is found false.

ANNEXURE V

COVENANT

- a) The employee agrees that:

I will not (1) for a period of one year after the termination of this agreement, directly or indirectly solicit to provide or provide any professional services such as those provided by the Company for anyone who is a client of the Company anytime during the twelve months prior to my leaving the Company and for whom I provide any service as an employee of the Company during the five years prior to my leaving, (2) for a period of eighteen months after the termination of this agreement directly or indirectly, without the prior written consent of the Company, solicit for employment with myself or any firm or entity with which I am associated, any employee of the Company or otherwise disrupt, impair, damage, or interfere with the Company's relationship with its employees; or (3) upon the termination of my employment remove, retain, copy, or utilize any confidential, privileged or proprietary information, trade secrets, or other property of the Company, including but not limited to manuals, software, data, files, client lists or materials, or other data, publications or materials. The non-compete provisions of this paragraph will not apply to a client of the Company or any predecessor of the Company for whom I performed services or with whom I had significant professional contact prior to joining the Company. If the Company requests me to terminate my relationship with the Company, the non-compete provisions of this paragraph will not apply to me with respect to those clients of the Company, if any, as to which the Company and I reach mutual agreement.

- (b) The employee and the Company acknowledge and agree that the duration and geographic scope of the covenants contained in paragraph (a) are fair and reasonable. Accordingly, the employee and the Company agree that, in the event that any of the covenants contained in paragraph (a) are nevertheless determined by a court or arbitration body to be unenforceable because of the duration or geographic scope thereof, the arbitration body or court making such determination may reduce such duration and/or scope to the extent necessary to enable such arbitration body or court to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

ANNEXURE VI

INTELLECTUAL PROPERTY

Following is a statement of the Company's policy with respect to intellectual property:

Except as otherwise may be agreed by the Company in writing, in consideration of the employment of the employee by the Company, and free of any additional obligations of the Company to make additional payment to the employee, the employee agrees to irrevocably assign to the Company any and all inventions, software, manuscripts, documentation, improvements or other intellectual property, whether or not protectable by any national or state laws relating to the protection of intellectual property, relating to the present or future business of the Company that are developed by the employee prior to the termination of his/her employment with the Company, either alone or jointly with others, and whether or not developed during normal business hours or arising in the scope of his/her duties of employment. The employee agrees that all such inventions, software, manuscripts, documentation, improvement or other intellectual property shall be and remain the sole and exclusive property of the Company. The employee hereby agrees to execute such assignments and other documents as the Company may consider appropriate to vest all right, title and interest therein to the Company. This provision does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development or (b) the invention results from any work performed by the employee for the Company. The employee agrees that all services performed by the employee for the Company shall be the original work of the employee and shall not incorporate any third party materials or work in which the employee or any third party asserts an ownership interest without the express written consent of the Company.