

Dated: January 19, 2021

Ref: 0060559_26/796976

To
Nagaraju kumar

Sub: Offer of Employment

Dear Mr. Nagaraju kumar

Thank you for the keen interest you have shown in joining our organization. With reference to the interview and the discussions you had with us recently, we are pleased to offer you a career at Zensar. Please accept our heartiest congratulations and warm welcome to the Zensar family.

The Terms and conditions of your employment are as below.

Designation: Software Engineer F2

1. Your "Annual Compensation" is attached herewith as in Annexure – A
2. Your employment with us will be governed by terms and conditions referred in Annexure B
3. You are required to join on February 2, 2021 and the offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
4. You are requested to report to Mr. Naren M (extn 8014), at 9.00 am to complete the joining formalities. At the time of joining, you are requested to submit the copies of the documents as per Annexure C

Please confirm your acceptance, in email, of this offer on or before **January 22, 2021** to the undersigned given below address:

Zensar Technologies Limited SEZ Unit (DLF – Hyderabad) Block 3, 1st Floor, DLF Cyber City Plot No. 129–132 , APHB Colony, Gachibowli Village, Hyderabad – 500 019

If you have queries on any of the above, please contact **Prashant Mathur**
(prashant.mathur@zensar.com)

Yours Sincerely,
For Zensar Technologies Limited



Sanjeeva Maithani
Vice President – HR

Encl: Annexure A (Salary Structure),
Annexure B (Terms and conditions of employment)
Annexure C (Document Check List)

Annexure – A

Name: Nagaraju kumar
Designation: Software Engineer
Location: Hyderabad

Component	Annual Gross (INR)	
Basic	210,000	Base salary component.
India Allowance	72,000	Not payable when on overseas assignment.
Customized Allowance Pool*	365,199	This is used towards HRA / CLA, LTA, Medical Allowance and Children's Education. You may want to split the basket as per your tax plans.
Bonus	17500	Paid out as per the Payment of Bonus Act if Basic is less than 21000
Total	664,699	
Company's contribution to PF	25,200	12% of Basic
Gratuity	10,101	As per Gratuity Act
Gross Compensation	700,000	
Group Personal accident Insurance	1,580	Sum Insured is Rs. 15,00,000/- Please refer to policy
Group Health Insurance Scheme		Up to four family members (in order of: Associate, Spouse, 2 Dependent Children below age 18) are covered up to a limit of Rs. 2,25,000/- P.A
Total Cost to Company	701,580	

You would be eligible for tax exemptions under the different components as per the rules determined by the Income Tax Authorities.

*Customized Allowance Pool

Component	Maximum limit	Explanation
LTA	Two months of basic salary of an associate per annum	As per IT Act, LTA becomes tax exempt up to a maximum of economy class air fare twice during a four year period (currently 2016–19) for "family" as defined under the Act.
HRA	40% of basic salary	The least of these 3 amounts is exempt under the IT Act: (i) amount of actual allowance, (ii) actual rent > 1/10 th of salary, (iii) 40% of Basic
Meal Coupons	26400	Tax exempt, Zeta Card

Children education allowance		Tax exempt for up to 2 children @ Rs.100/- per child p.m.
Consolidated Allowance	Balance amount as per option chosen will be paid through payroll	Taxable

GRATUITY:

For every associate, the organization contributes 4.81% of the Basic salary towards the Gratuity fund. All associates who have completed minimum 5 years of continuous service with the organization are entitled for Gratuity.

The entitlements are as per the following slabs:

- 5 years or more, and less than 10 years of service, Gratuity will be calculated @ 15 days basic salary for the number of years completed
- More than 10 years and less than 15 years of service, Gratuity will be calculated @ one month basic salary for the number of years completed.
- More than 15 years of service, Gratuity will be calculated @ 1^{1/4} month's basic salary for the number of years completed, subject to maximum of 26 months' salary

The gratuity amount is payable on resignation/retirement subject to above conditions.

In case of death of the associate during the service, the associate's nominee is entitled for the Gratuity benefit calculated on the basis of anticipated service subject to the conditions under the scheme entered with LIC.

PROVIDENT FUND:

The associate becomes a member of the provident Fund Trust administered by the company from the date of the joining.

- The company deducts 12% of the basic every month through payroll as the associate's contribution to PF. Additionally, the company contributes 12 % of the associate's basic salary and the same is deposited with the Provident Fund Trust.
- Out of the company's contribution, 8.33% (subject to maximum of Rs. 1250 p.m.) is remitted to The Regional Provident Fund Commissioner (RPFC), Pune towards the contribution for pension administered by RPFC.
- The associate on resignation or retirement can apply to Trust for transfer or withdrawal of Provident Fund accumulation as per the Provident Fund rules.
- The associate is also entitled for Pension from RPFC on resignation or retirement as per the pension rules of RPFC.
- Voluntary Provident Fund: The associate, if wishes, may request for additional PF contribution of 8% of Basic salary by way of deduction through payroll.

Other Benefits

1. Medical Insurance for Parents and Parents-in-law

Additional cover is also available for your parents as well as parents-in-law. The premium towards their coverage will be deducted from your salary. The details of the scheme would be available to you when you join. For more details, Please do write to parentsmedicare@zensar.com.

2. Master Health Check Program

For associates above 40 years of age there is a special facility of a check up under the Executive Health Plan.

3. Hospitalization

You and your spouse will be eligible to avail of the medical insurance cover, referred to above; even beyond superannuation till the age of 80 years provided you retired from the company.

4. Leave

You will be eligible to 30 days of total leave during a year. This will include 18 days of privilege leaves and 12 days of flexi leaves. Flexi leave can be availed as casual leave, sick leave and paternity leave reasons. The details of the policy would be available to you when you join.

5. Day Care Center (Pune)

For all Zensarians, there is a day care centre on Campus. You can use this facility if your children are between 7 months to 8 years of age. For registrations and other details you can contact s.david@zensar.com.

Annexure –B

1. Salary and Benefits

The first review of your compensation will be:

- For joiners between April to Dec: Based on your performance, Your Increment review will be effective July for the performance review period from April to March or from Date of Joining to March and paid out prorated for the period of service of that year.
- For joiners between Jan to March: The increment is effective July of the following year on a prorated basis.
- It is the Company policy to review the compensation payable to its associates for successive financial years and such reviewed compensation may be higher or lower than the previous financial year depending upon the overall performance of the Company.
- In addition to compensation, you shall also be entitled to receive other benefits as applicable under the Company policy. The Company shall however, at its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits offered to you.
- The term 'financial year' denotes the period starting from 1st April to 31st of March of the following calendar year.
- Your compensation is confidential matter between you and the Company and should not be discussed or disclosed to others.

2. Assignments / Transfer / Deputation

Though you have been engaged for a specific position, the company reserves the right to send you on training / deputation / secondment / transfer / assignments to any other locations, departments or units of the Company or its Associate companies, Subsidiaries, Group Companies or Customer locations,

whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of the company, enter into a direct agreement or undertaking with any customer to whom you may be assigned / seconded / deputed accepting restrictions which the customer may reasonably require for the protection of its legitimate interests

You are an employee of Zensar and are not and shall not become the employee or agent of any Client at whose premises you may be deployed, at any time during your services with the company. Zensar shall be responsible for the payment of all your compensation, benefits and insurance as applicable and you shall not be entitled to claim any Client employee benefits. You acknowledge that you are not employee of Client for any purpose and shall not exercise any rights or seek any benefit accruing to the regular employees of Client.

3. Work Timings

At Zensar we work five days a week, Monday through Friday. The Company will have its normal business hours from 0845 hrs to 1815 hrs with a Lunch Break of 30 minutes. Since we cater to global clients that may operate on a 24 x 7 basis, associates may be required to work at Non standard hours; Your work timing would be intimated by your manager. You shall provide details regarding the utilisation of your time by entering the same into Zensar's ejob card

4. Notice Period

You will be required to give three months notice in case you decide to leave our services and the same is subject to the company's discretion. The company reserves the right at its sole discretion, to substitute the notice period by paying you base salary in lieu of the notice period.

Incase you leave the services of Zensar within 1 year of your joining the Organization, due to any reason, you will be required to repay the total expenses incurred by the company towards reimbursement to you on account of your relocation and notice pay buyout, if any.

5. Statement of Facts

It must be specifically understood that this offer is made based on your proficiency on Technical / Professional skills you have declared to possess as per the application, and on the ability to handle any assignment / job independently anywhere in India or overseas. Incase, at a later date, any of your statements / particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of minimum standards set by the company, the company shall have the right to terminate your services at its own discretion.

6. Travel

You may be required to travel, at short notice, whether in India or overseas, in connection with office work.

7. Relocating for locations within India

The following will be reimbursed at actuals on production of receipts:

- Fare for Journey II A/c train fare for the associate, his / her spouse and dependent children from the city of relocation (in India) to place of work. This will be reimbursed on joining the company
- The associate is also entitled to a maximum reimbursement of Rs.30,000/- against actual expenses for packing and shipping. Incase the distance is less than 500 km, then a maximum of Rs.10,000/- will be reimbursed.

- Household goods Transportation costs incurred on moving one 9 metric ton truckload of household goods from the city he / she is relocating will be reimbursed
- Vehicle Transport Expenses incurred on transporting one four wheeler or one two wheeler by road from the city of relocation will be reimbursed
- Packing / unpacking Expenses incurred on movers and packers
- Transit Insurance Expenses incurred at actuals will be reimbursed
- Accommodation will be provided by the company for the associate either at the company's guest house or at a hotel booked by the company for a period of 10 days. To and fro for these 10 days will be reimbursed at actuals.
- Expenses should be submitted to the company after the initial period of stay at the Guest House / Hotel provided by the company. Individuals will be responsible for expenses incurred on liquor, cigarettes, personal telephone calls and entertainment before your check out from the hotel/Guest House.
- All the relocation expenses will have to be claimed within six months from the date of joining
- In case you leave the services of Zensar within 1 year of your joining the Organization, due to any reason, you will be required to repay the total expenses incurred by the company on account of your relocation.

8. Group Insurances

From the month following your joining, Company will provide you coverage under the Group Medclaim Policy and Group Accident Insurance Policy, at no cost to you.

It is mandatory to declare dependent (Dependent Spouse, Dependent Children) information to include them in the company Medclaim Insurance policy.

9. Employment Agreement

9.1 Confidentiality: You agree at all times during the term of your employment and thereafter (without limit of time):

- Hold Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company, and
- Not to disclose or divulge Confidential Information to any person or entity without written authorization of the Company
- You agree to return to Zensar all proprietary information, including copies of paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment.
- For the purposes of Clause 10.1, "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, whether oral or written or in electronic format and whether marked confidential or not, including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.
- You understand that retaining the confidential nature of Confidential Information is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein you agree to execute a Non Disclosure Agreement with the company.

Any breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated without notice.

9.2 Non Solicitation of Associates and Clients

You agree that during the period of your employment with the Company, and for one year after the date of termination of such employment (regardless of whether this cessation of employment is voluntary or involuntary, or caused by the breach of this Agreement by either party), other than on behalf of the Company, you will not, either directly or indirectly:

- Solicit, divert, take away, hire, or recruit, entice or attempt to solicit any associate of the Company and all its subsidiary companies or the business of any client, customer, potential client, potential customer, person, or entity with whom Associate had dealings for any purpose related in any manner to the business of the Company and all its subsidiary Companies.
- Approach or seek employment with the Company's client(s) where you are/were deployed by the Company.
- You agree the foregoing restrictions are reasonable both as to time and extent given the nature and scope of the Company's present business and the duties of your employment.
- This clause shall be binding on you even after your separation from the company. In the event, the employee breaches this condition, the Company shall at its sole discretion take all necessary actions for enforcement of this condition against the employee including initiating appropriate legal action.

9.3 Intellectual Property

All intellectual property rights, including but not limited to, patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall be the exclusive property of the Company and you agree to assign all such Intellectual Property created during your employment to the company.

You agree, at the Company's expense, to provide, during and after this employment, all such assistance as the Company reasonably considers necessary, to secure the vesting of such rights in the Company or Terms of Employment.

9.4 Indemnification

You agree to indemnify the Company for any losses or damages sustained by the Company caused by or related to your breach of any of the provisions contained in this Terms of Employment

9.5 Jurisdiction

Even though the company may depute you overseas for on-site work to any other location, any issues arising out of your contract of employment, shall be governed by the laws of India and the courts of Pune shall have the exclusively jurisdiction

9.6 Other Terms and conditions

You agree not to undertake employment, whether full-time or part-time of any other organization / entity engaged in any forms of business activity without the consent of Zensar. 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 agree to abide by all the policies of the Company in force from time to time.

9.7 SMS Notification

"You agree that the Company can contact you via SMS notifications or any other telephonic mode, before, during and after Zensar's joining process, in order to, inter-alia, keep you updated and well informed on joining and/or subsequent processes and developments."

Your detailed Employment Contract is attached herewith. A digital copy of the RPG Code of Corporate Governance and Ethics (Version 4.0), which is applicable to all employees of the RPG Group is shared with you in the E-mail ID provided by you.

Please return a signed copy of this document as an indication of your acceptance of the terms of your employment and confirmation of having read and accepted the RPG Code of Corporate Governance and Ethics (Version 4.0).

You shall abide by the RPG Code of Corporate Governance and Ethics Policy applicable for employees of RPG Group, as shared with you digitally on the E-mail ID provided by you – nagaraju.kumar022@gmail.com

10. Retirement

You will retire/ superannuate from the company on reaching the age of 58 years.

Notwithstanding the clause on retirement from the company's service, your employment with the Company is subject to termination on three month's prior notice by either side. The Company however, reserves the right to, at its sole discretion, substitute the notice period by paying you basic salary in lieu of the notice period.

For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with the Company, and that your termination/resignation letter (by whatever name it is called) will be accepted by the Company only on your satisfying the required notice period as stated in our Company's HR manual.

Notwithstanding anything else stated above, the Company shall also have the right to terminate your employment immediately without notice or payment in lieu of notice if:

- You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with the Company policies and code of conduct; or
- You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc) or commit any act which in the opinion of the Company is likely to bring the Company any disrepute whether or not such act is directly related to the affairs of the Company; or
- You commit any breach of any of your duties or obligations under this agreement or the policies of the Company.
- There is a discrepancy in the documents/certificates given by you as a proof in support of the information provided by you at the time of interview and in the candidate data sheet.

11. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize the company or any external agency through Zensar to verify your educational, previous employment, your conduct and any other background checks prior to your joining the company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or objection. However, if there is a discrepancy in the copies of the documents / certificates given by you as a proof in support of the above, the company reserves the right to terminate the employment at any time during your service

12. You are required to fill the Employment Verification Form at the time of your joining. The URL and the procedure for filling up the same will be provided at the time of joining.

13. You will read, sign and return to the company the code of work ethics document and abide by it to all your day to day transaction in the company during your tenure and post termination for whatsoever reasons.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure B and I hereby accept and agree to abide by them:

I understand that the offer of employment provided hereof is the final offer from the Company and the Company has not committed (whether orally, written or otherwise) anything beyond this offer of employment

Name in Full:

Signature:

Address:

Phone:

E-mail ID:

Date:

Place:

Note: This document gives indicative details of all plans. Their implementation is governed by policies of Zensar 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 Function.

Annexure C

At the time of joining, you are requested to bring the following documents in Original, along with a copy of each

1. Proof of Age either copy of passport or school leaving certificate
2. Last Qualification Certificate
3. Mark sheet of last qualification
4. Experience Certificates/Relieving letter of all the previous companies
5. Last salary slip

6. Two passport size color photographs

7. Copy of Pan Card

8. Copy of Passport

9. Copy of your CV in Zensar Resume Format

a. Please submit a Xerox copy of Passport , mentioning validity of Passport

b. Passport should be Valid during Joining Zensar (min validity period 6 months)

c. In case Passport is not available, please apply for Passport (Tatkal Scheme) and provide 'Tracker slip' received from Passport office, at the time of Joining.

10. Copy of your Aadhar Card

You must carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN number

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents / certificates given by you as a proof in support of the above, the company reserves the right to terminate the employment at any time during your service.

Please submit all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

Private & Confidential