



DEPUTATION LETTER

Sep-21-2021

Nikita Patil
968662
TCS - Pune

Dear Ms. Nikita Patil,

Congratulations on your selection for deputation to TCS Australia. You will be assigned to work on a project of Tata Consultancy Services Limited (TCS) based in Sydney, Australia. Your deputation will commence on your arrival date in Australia and will continue for up to a maximum period of three years. Your deputation to TCS Australia is governed by the terms of the International Assignment Agreement, signed by you dated 20-Nov-2021 ("International Assignment Agreement").

Visa to work for TCS in Australia

TCS will assist you in obtaining the necessary temporary work visa which will entitle you to work for TCS in Australia. You must comply with the conditions of the visa at all times during the deputation. You must take all reasonable steps and use your best endeavours to retain the right to work for TCS in Australia.

You must immediately notify TCS Australia HR if there are:

- any changes to your visa status; or
- changes to your city of deputation; or
- changes to your role; or
- You become aware of any facts or circumstances that could lead to you ceasing to have the right to work for TCS in Australia.

TCS's sponsorship of you for a visa does not constitute an agreement that the deputation will continue for the full term of the visa. TCS may terminate your deputation at any time and will give you



reasonable notice of the end of your deputation. TCS will have no obligation to assist you to renew or extend your visa or otherwise assist you to remain in Australia after the term of your deputation. TCS may terminate the deputation at any time without notice if you:

- a. Engage in serious misconduct;
- b. Are seriously negligent in the performance of your duties and responsibilities;
- c. Commit an act, whether at the premises of TCS Australia or a client or otherwise, which brings TCS into disrepute; or
- d. Are convicted of an offence punishable by imprisonment.

The above mentioned reasons for termination of deputation are an indicative list only and are non-exhaustive. TCS reserves the right to exercise its discretion to determine the seriousness of offences which may warrant termination without notice.

The terms and conditions of your deputation ("Deputation Terms"), which have been discussed with you, are enclosed as Annexures to this letter. Please note that terms for Deputation to TCS Australia are to be in addition to terms of your International Assignment Agreement and your Employment Contract with TCS, and the terms of your Appointment Letter will continue to apply except to the extent revised or substituted by the Deputation Terms for the period of deputation to TCS Australia

We wish you the very best in your new role and assignment.

Yours Sincerely,

For TATA CONSULTANCY SERVICES Ltd.

Authorised Signatory

Employee Name:E S Chakravarthy

Designation:Global Head - RMG

Encl :

- **Annexure - I(Terms and Conditions of Deputation)**
- **Annexure - II(Deputation to TCS Australia)**
- **Annexure - III(Local Employment Conditions and Benefits)**



Annexure - I

TERMS AND CONDITIONS OF DEPUTATION

Compensation:

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1. While on deputation you will be entitled to an annualized Consolidated Salary (referred to as "CS") of A\$ 88700 based on your city of deputation and performance rank. There may be a variation in your consolidated salary based on your performance. However, your salary will be not be lower than the minimum consolidated salary declared. Your salary for your deputation will be as follows:

Minimum Consolidated Salary.	85000 AUD
Consolidated Salary.	88700 AUD

2. You will be personally responsible for India tax and Australia tax due on your CS. Please ensure that you raise the travel request for the location that you are going to based in Australia for long term. Incorrect location in your travel record will have an impact on your salary.

Preparation:

To prepare for this assignment you must complete the mandatory trainings as outlined in the link below:-

Ultimatix -> Learning and Collaboration -> Learning -> Evolve -> Courses -> Mandatory Trainings

These documents contain important information on the customs and practices in Australia, as well as other helpful tips. It is important that you review these carefully. Remember, while you are in Australia, you will be a representative of TCS as well as of India, and are expected to maintain a professional image at all times. You should also peruse and review the contents of the Annexure to this letter, which details the terms and conditions applicable on deputation. A copy of the document detailing the deputation policy, local employment conditions and policies and processes as applicable to TCS Australia is also enclosed as an attachment for your review.



Settling Allowance and Initial Advance:

You will also be paid an Initial Advance of A\$ 6000 for your initial expenses on reaching Australia, including your initial accommodation, transport from airport to residence/hotel/office. The Initial advance will be recovered in four equal installments beginning from the first pay received in Australia. Additionally you will be paid a Settling Allowance of A\$ 1000 which is a non-recoverable component. This amount will be added to your first payroll in Australia. Settling allowance will be subject to tax in Australia and you will be responsible to pay tax on this amount.

Pre-departure checks:

This deputation requires a visa for your lawful entry into Australia. With regard to this, your signature below will confirm your agreement to abide by all the requirements of Australian law in relation to the use of your visa on this deputation to TCS Australia. Before proceeding abroad, you may be required to undergo medical, visual and dental examinations to ensure that there are no health problems that will prevent you from proceeding on this assignment.

Onsite reporting:

After arrival in Australia you must report to your onsite supervisor or HR SPOC on the first working day in the office to obtain the arrival instructions and documentation. This will ensure that all necessary reporting formalities and paperwork, including opening of bank accounts, generation of payroll records, etc, is completed, and the process for Salary payment is initiated.

After you have reviewed all the documents pertaining to this deputation and if you have any questions you should contact the HR Department in India. It is essential that you fully understand all terms and conditions of your deputation before proceeding on this assignment and your signature below on the additional copy of this letter will confirm your understanding of this obligation and your agreement to fulfill it.

We are pleased to have selected you for this assignment, and we are confident that you will execute your role and responsibilities in the best interest of TCS Australia.

I Nikita Patil have UNDERSTOOD AND AGREE to abide by all the terms and conditions mentioned in the letter:


5/10/2021

(Signature)

Name: Nikita Patil

Emp No: 968662

Address: D-43/15, Swami Vivekanand Nagar, N-12, Hudco, Aurangabad, Aurangabad, Maharashtra, India

Date: 21-Sep-2021

Deputation TCS Australia: All associates travelling to Australia on a work permit will be covered by the TCS Australia Compensation Structure from the commencement of deputation. On completion of the deputation with TCS Australia, compensation structure and benefits of the Associate will be reinstated as applicable in TCS India. The period of deputation will be treated as continuous service with TCS India.

Salary payment in Australia:

1. For all associates on deputation,
 - a. TCS Australia will pay the CS in local currency (AUD).
 - b. Salary will be paid on the last working day of each month.
 - c. The salary paid will be payment for the full month. The Salary received will be the arrears payment from the 1st day of the month until the last day of the month.
 - d. The salary will be deposited in the local Australian bank account of each Associate.
 - e. The salary credited will be the net salary post deductions of income tax as per Australia Tax rule and statutory deductions as applicable in India and any other deduction authorized by you. You will be required to co-ordinate with TCS to obtain certificate of Coverage which will enable to claim Social security exemption in Australia.
 - f. Statutory deductions as applicable in India may comprise of Income tax on India Salary (based on residency status in India), Professional Tax, and Employee contribution to Provident Fund, Labor Welfare Fund and Employee State Insurance Corporation.
 - g. It is advisable to keep a record of the expenditure incurred by you, and of the reimbursement received for it. This may be useful in the event of your being asked by the appropriate Revenue Authorities of Australia or in India to furnish such details.
2. Accommodation - You can get in touch with the local TCS office for booking accommodation prior to your departure for Australia. The Settling Allowance will be required to pay for accommodation expenses upon arrival. No expenses pertaining to initial accommodation will be reimbursed.
3. Upon arrival in Australia you must report to your onsite supervisor OR the HR SPOC of the account on the first working day. This will ensure that all necessary reporting formalities and paperwork, including opening of bank accounts, generation of payroll records, etc, is completed, and the process for Salary payment is initiated.
4. Onsite salary will commence from the date captured as onsite reporting date in Ultimatix and approved by the manager.
5. Vacation Policy
 - a. Associates will be governed by the leave rules, as applicable in Australia. (Refer Annexure III)
 - b. Vacation travel will be borne by associates.

Deputation to TCS Australia - Local Employment Conditions and Benefits

1. Hours

TCS standard hours are 38 hours per week however you will be required to work all reasonable hours as necessary to successfully perform your role. The remuneration established for this position recognizes that such work may need to be undertaken. As a minimum, you are required to be at the office and/or working and available to clients during core office hours of 9.00am to 5.30pm Monday to Friday. If you are working at a client's premises, you will be expected to observe the core hours of that client if they are different from the hours as set out in this clause.

2. Leave

2.1 Annual Leave - You will be entitled to 4 weeks (20 working days) paid leave to be taken at a mutually agreed time. There will be no annual leave loading paid, as such a loading is encompassed in the salary that has been established. Also refer to details contained in the Australian Employee Handbook (a copy will be made available upon request by contacting Australian HR).

2.2 Personal Leave - You will be entitled to ten (10) days personal leave per year. Personal leave should be regarded as either sick leave or carer's leave (see below).

2.3 Up to five of the ten days personal leave available may be taken as carer's leave. In exceptional circumstances, additional paid personal leave may be granted at the discretion of TCS. Any accrued personal leave will not be paid out on termination. Refer to details contained in the Employee Handbook.

2.4 Long Service Leave - as per the relevant state legislation.

2.5 Bereavement Leave - On the death of a close relative, including a defacto spouse and step children, TCS will grant up to a maximum of 3 days paid leave, including the day of the funeral. Refer to details contained in the Employee Handbook.

2.6 Public Holidays - You will be entitled to paid Public Holidays as gazetted by the state in which you are deputed.

3. Employment Restriction/ Conflict of Interest

You shall refer all business contacts and all ideas and opportunities of which you become aware and which relate to the business of TCS. Whilst in the employment of TCS, you shall devote your time and attention to your duties and shall not engage in employment and/or any contractual arrangements with another person in a similar or any industry without permission in writing from TCS, which permission shall not be unreasonably withheld.

4. Confidentiality

4.1 You will not divulge to any person, either during or after the term of this Agreement, any information relating to the business dealings, finances, computer information systems, marketing practices or any other systems of TCS or any associated entities or clients of TCS



that is not otherwise generally or publicly available, without the prior consent of TCS.

4.2 You shall not make improper use of information acquired by virtue of your position to gain directly or indirectly any advantage for yourself or for any other person or to cause detriment to TCS or to any member of the TATA Group.

4.3 You agree that any files or data in any format containing information in any form with respect to clients or potential clients of any member of TCS, created and/or maintained by TCS or any employee thereof, whether such file or data shall have been brought to TCS by you, shall remain the property of TCS and shall not be removed from the premises of TCS or from the possession of any member of TCS without the written authorisation from TCS.

4.4 You agree that any information with respect to any client of TCS or any member of TCS, regardless of how that client became a client of TCS, shall remain the property of TCS and shall not be divulged to any other person, except as authorised or required by your duties.

4.5 You shall not, except as authorised or required by your duties, reveal to any person any of the trade secrets, secret or confidential information as to the operations, methods, processes or dealings or any other information concerning the organisations, business finances, transactions or affairs of TCS where such knowledge is gained from your employment with TCS. Confidential information shall include, but not be limited to, any financial data in relation to TCS, any client lists or client account information.

4.6 You agree not to divulge any confidential information entrusted to you and shall not use or attempt to use any such information in any manner which may injure or cause loss whether directly or indirectly to TCS or which may prejudicially affect the relationship of TCS with any client.

4.7 You shall not during the continuance of your employment make, otherwise than for the benefit of TCS, any notes or memoranda relating to any matter within the scope of business of TCS.

4.8 You acknowledge and agree that clauses 4.1 to 4.6 inclusive apply while you are in the employ of TCS and after your employment ceases without limitation in time.

5. Client Contact Restriction

You acknowledge and agree that, for a period of (twelve) 12 months from the date you leave the employ of TCS, you will not persuade or attempt to induce or persuade any client or clients of the Company with whom you have had contact or dealings in the 12 months immediately preceding the termination of your employment, to place business with you or anyone for whom or with whom you work subsequent to leaving the employ of TCS where that has the effect of the client reducing or removing their business from TCS. This includes, but is not limited to, approaching them with a proposal or facilitating a client (as described by the terms of this clause) of TCS, inviting or otherwise obtaining a proposal for business from you or third party with whom you are or become associated following the termination of your employment with TCS.

This restriction applies for a period of 12 months from the date that you leave the employ of TCS exclusive of any notice period.

6. Non-Solicitation

Upon the termination of this Employment Agreement, for any cause or by any means whatsoever you covenant, that you shall not during a period of 12 months from the termination of this Agreement either personally or by your agent or by letters, circulars or advertisements, whether on your behalf or on behalf of any other person, firm or company, encourage, canvass or solicit employees of the company to leave TCS and join yourself or another firm or company.

7. Acting in the best interests of TCS and exercising best endeavours

In performing your responsibilities and duties, you must serve TCS:

- (a) faithfully and diligently, exercising all due care;
- (b) acting in the best interests of TCS at all times;
- (c) using best endeavours to protect and promote the good name and reputation; and
- (d) perform your responsibilities and duties to the best of your endeavours.

8. Conduct

You agree to undertake all your duties and responsibilities in a professional manner at all times, with a commitment to good relationships with persons, companies, clients and organisations with whom TCS has business relationships or potential relationships.

9. Intellectual Property Rights

The right to, title to and Intellectual Property Rights in any material (including but not limited to software, documentation or data) created, written or otherwise brought into existence by or on behalf of you in the course of and during your employment with TCS, remain the property of TCS and will vest in TCS. You shall not acquire any right or title or interest including any type of intellectual property rights or moral rights in such material or works. You agree to execute such documents and papers as may be reasonably required by TCS to assign all such materials and works and all rights therein in favour of TCS.

10. TCS Policies and Procedures

You agree to comply with all TCS Australia Branch policies and procedures as determined and amended by TCS from time to time including the Tata Code of Conduct, all anti-discrimination, sexual harassment and occupational health and safety policies. (Refer Employee Handbook)

You agree that failure to comply with TCS Policies and Procedures and/or legal compliance requirements to do with your position may lead to termination of your employment without notice. TCS agrees to notify you in writing of all TCS Policies and Procedures and of any variations and additions as and when they occur.

11. Location

You agree to work at or from any of the TCS offices or any other locations as determined by the company to meet client needs, as required by TCS after consultation with you. All reasonable relocation expenses incurred by you due to the TCS initiated relocation will be paid for or reimbursed by TCS, providing such expenses have been approved prior to incurring the expense.

12. Position Variation

TCS shall be entitled to require that you perform duties consistent with your skills and competence as TCS may determine from time to time and after consultation with you. A change in



duties and/or position will not affect this employment agreement unless otherwise amended in writing.

13. Termination of Employment

If you resign (in Australia), you are required to provide one month's written notice to TCS Australia.

I have understood and agree to all the terms and conditions mentioned in the above Annexures.


5/10/2021

(Signature)

Name: Nikita Patil

Emp No: 968662

Address: D-43/15, Swami Vivekanand Nagar, N-12, Hudco, Aurangabad, Aurangabad, Maharashtra, India

Date: 21-Sep-2021