



DEPUTATION EXTENSION LETTER

17-Jun-24

Ms. Nikita Ramesh Patil,
11 Leicester Ave, Strathfield, Sydney, Nsw 2135,

Dear Ms. Nikita Ramesh Patil,

This is to inform you that your deputation to Tata Consultancy Services Limited (“TCS”) in Australia has been extended for a period of up to 1 Year. Your period of deputation will continue up to the date of termination in accordance with the terms set out in this letter.

You must comply with the conditions of your Australian visa at all times during the deputation and 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 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 your deputation at any time and will give you reasonable notice of the end of your deputation.

TCS may terminate the deputation at any time without notice if you:

- (a) Engage in serious misconduct;

TATA CONSULTANCY SERVICES

Chennai One SEZ Unit 200 Ft Road Thoraipakkam Chennai 600 096 India
Tel 91 44 66168888 Fax 91 44 66168200 e-mail corporate.office@tcs.com website www.tcs.com
Registered Office Nirmal Building 9th Floor Nariman Point Mumbai 400 021
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- (b) Are seriously negligent in the performance of your duties and responsibilities;
- (c) Commit an act, whether at the premises of TCS in Australia or a client or otherwise, which brings TCS into disrepute; or
- (d) Are convicted of an offence punishable by imprisonment.

The above is an indicative, non-exhaustive list of reasons for termination of deputation. 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 extended deputation ("**Deputation Extension Terms and Conditions**"), which have been discussed with you, are enclosed in this letter. Please note that the Deputation Extension Terms and Conditions are to be in addition to terms of your Appointment Letter with TCS, and the terms of your Appointment Letter will continue to apply except to the extent revised or substituted by the Deputation Extension Terms and Conditions for the period of deputation to TCS in Australia

All terms and conditions of your original Deputation Agreement and Service Agreement Addendum will also remain unchanged.

Yours sincerely,

For Tata Consultancy Services Limited

R. Nithya
General Manager

I Nikita Ramesh Patil have UNDERSTOOD AND AGREE to all the terms and conditions mentioned in this Deputation Extension Letter.

Npatil/17/06/2024

(Signature)

Name: Ms. Nikita Ramesh Patil

Emp No: 968662

Address: 11 Leicester Ave, Strathfield, Sydney, Nsw 2135

Date: 17-Jun-24



Annexure I – Deputation Extension Terms and Conditions

Annexure II – Deputation to TCS in Australia

Annexure III - Deputation to TCS Australia – Local Employment Conditions and Benefits

Annexure - I

TERMS AND CONDITIONS OF DEPUTATION

Compensation:

1. While on deputation in Australia you will be entitled to an annualized Consolidated Salary (referred to as “CS”) of A\$ (92600) 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 no lower than the minimum consolidated salary declared unless you change location. Your salary for your deputation will be as follows:

Minimum Consolidated Salary.	AUD (89900)
Consolidated Salary	AUD (92600),

2. You will be personally responsible for India tax and Australia tax due on your CS. Please ensure that you keep Ultimatix updated with your current location at all times. Incorrect location in your travel record will have an impact on your salary.

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

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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.

This deputation extension requires a further visa for you to remain in Australia lawfully. 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.

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

Npatil/17/06/2024

(Signature)

Name: Ms. Nikita Ramesh Patil
Emp No: 968662
Address: 11 Leicester Ave, Strathfield, Sydney, Nsw 2135
Date: 17-Jun-24

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Annexure II

Deputation to TCS in Australia

You will be covered by the TCS compensation structure and benefits in Australia. On completion of the deputation with TCS in Australia, your compensation structure and benefits will be reinstated as applicable with TCS in India. The period of deputation will be treated as continuous service.

Salary payment in Australia

- 1) For all associates on deputation,
 - a. TCS in 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 Australian Tax rule and statutory deductions as applicable in India and any other deductions authorized by you.
 - 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.
- 2) 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.



Annexure III

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 Australian 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 partner 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 Australian Employee Handbook

2.5 Public Holidays – You will be entitled to paid Public Holidays as gazetted by the state in which you are employed.

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 to your manager. 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. It will generally be a condition of your visa that you only work for TCS.

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 written authorization 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 authorized or required by your duties.

4.5 You shall not, except as authorized 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 organizations, 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.

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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-Competition**

Upon the termination of your employment with TCS, 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 TCS to leave TCS and join yourself or another firm or company.

7. **Acting in the best interests of TCS and exercising best endeavors**

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 endeavors to protect and promote the good name and reputation; and
- (d) perform your responsibilities and duties to the best of your endeavors.

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

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documents and papers as may be reasonably required by TCS to assign all such materials and works and all rights therein in favor of TCS.

10. TCS Policies and Procedures

You agree to comply with all Australian TCS 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 Australian 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.