

NTT DATA Global Delivery Services Private Limited

18 & 18/1, South End Road
Basavanagudi, Bangalore 560 004 India
Tel: +91.80.2665.9482 Fax: +91.80.2653.0912

November 16, 2016

Ms. NIDHI KUMARI

**FLAT G8, SAI KRISHNA PARADISE, ABBIAH REDDY STREET, DODDATHOGUR, ELECTRONIC CITY-
PHASE 1, BANGALORE - 560100**

Dear NIDHI,

With reference to your application and the subsequent discussion(s) that we had, we are pleased to offer you a position in NTT DATA Global Delivery Services Private Limited ("the Company", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and assigns), as a **Business Consulting Principal Consultant** in Salary Grade **8** at the office of the Company in **Bangalore**.

The following are the terms and conditions:

- 1) Your total compensation and benefits will be as per the enclosure. All the tax liabilities on the entire compensation, at present or in the future, shall be borne by you.
- 2) You will be on probation during the first six (6) months of your joining the Company. The period of probation may be reduced or extended at the sole discretion of the Company. Your confirmation is subject to our evaluation of your performance. If your performance is satisfactory, you will receive a letter of confirmation, at the end of our Confirmation Appraisal process. If your performance is unsatisfactory during the probation period, the Company reserves the right to terminate your services in accordance with this letter.
- 3) Your role, duties and responsibilities will be as assigned to you from time to time by your assigned supervisor(s) as authorized by the Company. You agree to serve the Company faithfully and perform such duties as may be entrusted by your assigned supervisor(s) as authorized by the Company from time to time.
- 4) During the term of your employment you agree to devote your entire energy, full and undivided attention exclusively to provide services to the Company/ its clients and commit that you will not represent, handle or otherwise undertake any other business activity, it being clearly understood that you will devote your full working time exclusively to the Company's work and business. You will not carry on, without prior permission in writing, any lecturing or any business, either alone or in partnership, or be directly or indirectly employed or be concerned with any business, trade or profession whatsoever as a principal or an agent or otherwise, take up any office or place/ position of profit or serve any other company as an agent/ partner/ employee or in any other capacity during the term of your employment with the Company. Breach of this condition shall lead to immediate termination of your services by the Company without any notice or compensation.
- 5) You agree and represent to the Company that you are not subject to any other existing contract, which would affect or impede your ability to perform in accordance with this letter.
- 6) This agreement may be terminated by providing a notice in writing on either side or salary in lieu of such notice. As per the Company's current policy, the notice period is 30 days for employees on probation and 60 days for employees who have been confirmed in your Salary Grade. Your relieving from the services however, depends on the satisfactory completion of any assignment(s) you are working on during the said notice period and the completion of hand over formalities as defined by your supervisor. Please bear in mind that the Company's policies (including the one pertaining to notice period / separation) are subject to changes from time to time and you will be communicated of those changes in a timely manner.

Page 1 of 6

- 7) The Company, at its discretion, can ask you to continue in service during the period of notice and need not necessarily accept salary in lieu of notice from you. The Company may, however terminate your services without any notice or compensation in the event of:
- a) You remaining absent from work without authorization or reasonable explanation for more than three (3) consecutive days. It would be considered as voluntary abandonment of duties and your name would be struck off from the rolls. Further, you will be liable to pay the Company, including without limiting, an amount in lieu of the notice period.
 - b) Incompleteness of documents or misrepresentation of facts provided during the hiring process. Further, in addition to termination without any notice or compensation, the Company shall have the right to claim from you the damages equal to the amount spent by the Company in recruiting you and for conducting your background verification. You agree that the damages are most reasonable and are absolutely necessary and fully required to safeguard the bonafide interests of the Company.
 - c) Any breach or refusal to carry out your duties or responsibilities or refusal to carry out tasks assigned to you by those in authority.
 - d) Any reasonable suspicion of misconduct, disloyalty, commission/omission of an act involving moral turpitude, any act of indiscipline or inefficiency.
- 8) It is hereby agreed by and between the parties that in case you leave the services of the Company out of your own will without serving on the Company the prescribed written notice or salary in lieu thereof, the same shall constitute a substantial breach. In such event, you agree that all sums advanced or to be advanced hereafter or paid or otherwise expended on your behalf or on your account and any other expenses lawfully incurred by the Company in connection with your probation/ training/ employment shall be paid back by you to the Company.
- 9) Upon joining the Company you shall enter into the confidentiality undertaking as a condition of your employment hereunder. Upon the termination of your employment, you will return to the Company all papers, notes, records, documents and other properties that was used created or controlled by you or happened to come across or become known to you during your tenure of service relating to the business or affairs of the Company or any of its associates or branches or their clients and will not retain any copies or extracts of the same.
- 10) You will be entitled to leave and other fringe benefits as per the policies of the Company that may be in effect from time to time.
- 11) The Company is a member under the Provident Fund scheme and registered under the Employee Provident Funds and Miscellaneous Provisions Act, 1952. You will be required to be a member of the Provident Fund scheme subject to the act and rules.
- 12) You hereby give your consent for carrying out background verification which may include education, past employment, criminal background check, pending litigation, medical test and any other verifications as may be required by the Company or its clients from time to time.
- 13) This appointment is subject to:
- a) You furnishing the Company with a relieving letter as requested on or before the date of joining from all your previous employers including your most recent employer.
 - b) The Company receiving satisfactory reports from all references cited in your application.
 - c) The Company receiving satisfactory reports on your background verification (By signing a copy of this letter you authorize the Company to appoint an agency of its choice to conduct such verification). The Company may carry out background verification either at the time of your joining or anytime as and when you are being seconded to its clients. In the event of your background verification being negative, the Company shall have the right at its sole discretion to initiate appropriate action including termination of your employment.



- 14) The Company has a Zero Tolerance policy towards unethical behavior:
- If it comes to the notice of the Company at any time that any of the details provided by you is false, the Company reserves the right to terminate your services with immediate effect without paying any salary in lieu of the notice period.
 - Your conduct at all time should reflect observance of the national and local laws and the rules and regulations of the Company that are in effect. These may change from time to time and you have a duty to be in step with the changes. In all dealings with the Company and its clients and their organizations, the highest standards of propriety and integrity will be expected of you.
- 15) The Company reserves the right to depute / transfer your services to any other location or group company in consistence with the Company's interest.
- 16) You covenant and agree that for a period of one (1) year following your resignation, relieving, retrenchment or termination of your employment for any reason whatsoever, you shall not directly or indirectly do any of the following:
- Solicit or accept any business from a person, firm or corporation that is a customer of the Company during the term of your employment with the Company.
 - Solicit or accept any business from any person, firm or corporation that is prospective customer of the Company with whom you had any dealings on the Company's behalf during the term of your employment with the Company.
- 17) Any delay or non performance of any of the provisions of this letter, to the extent caused by the condition beyond the control of the Company, including strike, lockouts, work stoppages (including industrial action of any kind which requires the Company and you to accept the terms of settlement) which the Company considers unacceptable to the business ("Force Majeure Event") shall not constitute breach of this letter and the time for performance of such provision, if any, shall be deemed to be extended, for a period equal to the duration of the conditions preventing performance. However, Force Majeure Event shall not include:
- Any event which is caused by the negligence or is intentional of any party to this letter.
 - Insufficiency of funds.

The Company affected by an event of Force Majeure Event shall communicate to you of such event as soon as possible and in any not later than fourteen (14) days, following the occurrence of such event and will take all reasonable steps to mitigate the effects thereof.

When the Force Majeure Event ceases, the parties shall resume their responsibilities under the terms of this letter within seven (7) working days, or, if the same is not possible within the said time period, then as soon as reasonably and commercially possible.

In the event that a Force Majeure event materially frustrates this letter and has prevented, or if the Company reasonably believes that such event occurred to prevent, timely performance hereunder for a period of more than one (1) month, then the Company may temporarily take reasonable steps to mitigate its potential damage, including procurement of services from such other sources as will be satisfactory to meet the Company's requirement for the period of the Force Majeure Event. If a Force Majeure Event materially frustrates this letter and if the parties are unable to perform due to a Force Majeure Event for more than two (2) months, either party may terminate this letter without any further obligation, provided however, that any outstanding amounts are paid by the Company to you and vice-versa.

- 18) You declare that you have not suffered or are suffering from any mental disease/ deficiency/ disorder and also declare that you are having sound physical and mental health to work with the Company.
- 19) You declare that you have not been convicted by any civil or criminal courts of law in India/ abroad.



- 20) You shall maintain a high level of ethics and code of conduct for a good and professional relationship at your work place. While on overseas deputation, as a representative of the Company, it is your moral responsibility to ensure that the image and reputation of the Company is not tarnished by your personal conduct.
- 21) If you breach any of the restrictions imposed herein, you agree to be liable for payment of estimated liquidated damages as may be determined by this letter.
- 22) You are required to join the Company on or **before November 21, 2016** failing which, the Company at its sole discretion reserves the right to revoke the offer made to you.
- 23) You will retire from the service of the Company on the last day of the calendar month in which you attain the age of fifty eight (58) years or earlier, in case you are found to be physically / mentally unfit to work any longer or for continued ill health as certified by a medical practitioner designated by the Company. Your date of birth as per our records is **May 12, 1987**.
- 24) You will be governed by the statutory regulations / provisions and the laws and policies of the Company applicable to your position, which may be framed from time to time.
- 25) The agreement shall be construed in accordance with the laws of India. The parties agree to subject themselves to the jurisdiction of competent courts at Bangalore alone to try and adjudicate upon any matter concerning this agreement.
- 26) Any change in the above address of either your or the Company's shall be duly informed to the other party by the party whose address has changed within a period of seven (7) days from such change.
- 27) If no change has been intimated or received, the address mentioned above shall be deemed to be the address of the concerned parties.

If these terms are acceptable to you, kindly sign and return the duplicate of this letter in acknowledgement thereof.

We look forward to having you with us and we assure you an interesting and rewarding career with the Company.

Yours sincerely,
FOR NTT DATA Global Delivery Services Private Limited



REBEKAH EVANGELINE RAJU
ASSOCIATE DIRECTOR - HUMAN RESOURCES

I agree and accept employment on the terms and conditions mentioned in the letter. I shall be reporting to work on _____.

Signature: _____

Date: _____

Compensation and Benefits					
Name	NIDHI KUMARI	Joining Date		November 21,2016	
Designation	Business Consulting Principal Consultant	Grade	8	Location	Bangalore
Group 1		Per Month (in Rs)		Per Annum (in Rs)	
Basic Salary You will be paid a Basic Salary of		40000		480000	
Group 2 (Allowances)					
The Flexible Compensation Plan (FCP) includes the following:		53280		639360	
<ul style="list-style-type: none">House Rent AllowanceLeave Travel AllowanceConveyance AllowanceChildren Education AllowanceChildren Hostel AllowanceProfessional Development AllowanceDomiciliary Medical Expense Reimbursement*Food CouponFuel & Maintenance**Special Allowance					
Group 3 (Deferred Benefits)					
Provident Fund (12% of Basic Salary) Contribution of the employer		4800		57600	
Gratuity (4.8% of Basic Salary) Contributions shall be made by the Company as per the provisions of the payment of Gratuity Act 1972.		1920		23040	
Gross Salary		100000		1200000	

In addition to above, you will be eligible for variable compensation equivalent to 0-5% (although potentially higher for top performers), of your total fixed compensation as per the Consultant Incentive Plan. The plan and its terms will be distributed after joining. Note, such incentive compensation is not guaranteed and the management in its sole discretion, reserves the right to administer, interpret or modify any elements of the plan.

The above are subject to the policies of the organization, as applicable from time to time.

* You are entitled to Domiciliary Medical Expense Reimbursement up to Rs. 15,000.

Medical Allowance covers self, spouse, children and dependent parents as per the Company policy. Reimbursement will be paid out against bills as per the company policy. This has been included as part of your FCP. Any unclaimed portion will be paid as Special Allowance in the month of March and will be subject to Income Tax.

** You can claim Fuel and Maintenance reimbursement as per the government guidelines. This will be derived from the existing Special Allowance component. On opting for Fuel and Maintenance reimbursement, you will not be able to avail the benefit under Conveyance allowance. The reimbursement is applicable only for four wheelers. Unclaimed Allowance will be taxed and paid as Special Allowance.



Medical and Insurance Benefits
Hospitalization Insurance You are covered under the Group Hospitalization Insurance Policy which covers self and eligible dependents for a maximum benefit of Rs.3,50,000 .
Personal Accident Insurance You are covered under the Personal Accident Insurance for self as per Company policy.
Group Life Insurance Scheme You are covered under the Group Life Insurance for self as per Company policy.
Other Benefits
Discretionary Advance against Salary On confirmation, you will be eligible for discretionary salary advance upto a maximum of six (6) months basic salary for taking care of any medical emergencies for self and family members, as per the Company policy.
House Deposit Advance You are eligible for house deposit / advance upto a maximum of 10 months' rent or 6 months HRA whichever is lower, as per the Company policy.
Salary Advance On confirmation, you will be eligible for salary advance up to a maximum of one (1) month gross salary for taking care of any personal emergencies for self, as per Company policy
Relocation Expenses You will be eligible for reimbursement of expenses on actuals subject to a maximum limit of Rs.20000 incurred on travel, boarding expenses, transportation and transit insurance of personal goods (provided you are relocating from your current city (within India) to the place of posting as mentioned in this offer letter). However, if you are posted in any of the cities/states in NCR and you are relocating to another city/state in NCR, you will not be entitled for relocation expense reimbursement. Relocation expenses will be recovered in case you leave the company within one (1) year of joining.

The benefits stated above may be withdrawn, changed or modified by the Management at its sole discretion, from time to time and will be notified to you as per the Company policy. The eligibility shown is as per current policy and is subject to change from time-to-time as per the Company policy.

Yours sincerely,

FOR NTT DATA Global Delivery Services Private Limited



REBEKAH EVANGELINE RAJU
ASSOCIATE DIRECTOR - HUMAN RESOURCES