

Private & Confidential

February 21th, 2016

Mr. Ronald
Mob: +91 9008000999

Preliminary Offer Letter

Dear Ronald,

Subsequent to the meetings between Capgemini and you, we are pleased to make an offer of employment on the following terms and conditions:

1 Appointment

- 1.1 You shall be appointed to the position of **WEB DEVELOPER**.
- 1.2 Your joining date at Capgemini will be **March 25th 2016**.
- 1.3 You shall report to the Project Manager or whosoever is appointed by Management.
- 1.4 You shall be based in **Bangalore** but will serve the Company or any of its subsidiaries or associated companies in any location within or outside of India.
- 1.5 Your employment with the Company is subject to:
 - Your undergoing a pre-employment medical examination and being declared fit; and
 - The accuracy of the testimonials, reference checks and information provided by you;
 - Your being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date and
 - Your providing two satisfactory references

2 Remuneration

- 2.1 As an employee of the Company, you will receive a fixed annual gross salary (CTC) of Rs. 8,00,000 (Eight Lakh Only) which will be reviewed after you have completed 1 year of service. Salary break up is provided on annexure A.
- 2.2 Travel, phone and other business expenses shall be reimbursed as detailed in the company travel policy as a part of the gross fixed salary at 2.1 above, and thereafter on actuals, subject to the reimbursement policies of the company in effect for the given period.

- 2.3 The payments described above will not be further grossed up for taxes and you will be responsible for the payment of taxes with respect to such payments, except those that are deducted at source as per the prevailing rules.
- 2.4 The remuneration will be disbursed to you in accordance with the prevailing standard compensation plans of the company, information on which will be provided to you upon joining the company.
- 2.5 The remuneration paid to you has taken into consideration the status and responsibilities of the appointment and as such, you will not be entitled to any other payment by way of overtime and other allowances.

3 Probation

- 3.1 You will serve a probationary period of Six months. During the period of probation the contract may be terminated by either party by giving two week's notice in writing or payment of salary in lieu thereof.
- 3.2 On satisfactory completion of your probation your services will be confirmed by the management in writing.
- 3.3 The Company reserves the right to extend the probationary period in the event that your performance is not up to expectation.

4 Code of Conduct

- 4.1 You shall, at all times, be required to carry out such duties and responsibilities as may be assigned to you by the Company and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Company.
- 4.2 You shall not, except with the written permission of the Company, engage directly or indirectly in any other business, occupation or activity, whether as a principal, agent or otherwise, which will be detrimental, whether directly or indirectly, to the Company's interests.
- 4.3 You shall keep strictly confidential details of your salary and employment benefits within and outside the Company.
- 4.4 You shall not disclose or divulge any confidential information related to the Company's business or its customers which may come to your knowledge or possession during the tenure of your employment, and which should not be disclosed or made public save in the course of the proper execution of your duties.
- 4.5 You undertake not to make copies or duplicates of confidential or sensitive property or material including but not limited to training materials, keys, access cards, diskettes, photographs or such other proprietary information relating to the Company's business.

- 4.6 You will be bound by the Code of Conduct and all other rules, regulations, policies and orders issued by the Company from time to time in relation to your conduct, discipline and service condition such as leave, medical, retirement, etc. as if these conduct rules, regulations, policies et al, were part of this contract of appointment.
- 4.7 You undertake not to solicit clients, employees or contract workers for any engagements, including, but not limited to contractual obligations or business relationships, benefiting any third party or individual except CAPGEMINI.

5 Working Hours

- 5.1 Capgemini practices a 45-hour work week for all staff and management employees. Actual work timings and shifts may vary from time to time based on business and customer service requirements. You will be advised by your supervisor or manager of the working hours, break period and weekly rest day(s) for your unit.
- 5.2 Leaves will be as per the Capgemini Leave Policy document for the year.

6 Confidentiality

- 6.1 In connection with your employment by Capgemini, you may have access to non-public information, including but not limited to information and materials relating to the business and financial affairs of the firm, training materials and procedures, client development activities and sales procedures, personnel matters, operating procedures, organizational responsibilities, marketing matters and policies or procedures of the firm, its employees, clients, or agents. With respect to such confidential and proprietary information and materials you agree that:
- a. Confidential and proprietary information shall only be used as authorised, and only for the purposes of Capgemini;
 - b. You will hold all Confidential and proprietary information and materials in strict confidence, and, except for the above authorised uses will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign license, market or transfer confidential and proprietary information and materials to any person, firm or corporation, including firm employees who do not have a need to know or see the said materials. This provision applies to authorised writings of any kind containing such information or materials including books and articles;
 - c. While you are employed by Capgemini you will not disclose or use without authorization information concerning persons or entities other than Capgemini which is proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or third party
 - d. Upon termination of your employment with Capgemini, you will return to Capgemini all originals and copies of documents and other materials relating to Capgemini or containing or derived from confidential and proprietary information

and materials that are in your possession or control, accompanied, if requested by a certificate signed by you and satisfactory to Capgemini to the effect that all such confidential and proprietary information and materials have been returned.

- 6.2 Upon termination of your employment with CAPGEMINI, you agree not to approach, solicit or otherwise engage in any manner, whether directly, or through intermediaries with CAPGEMINI's clients and employees for a period of 90 days from the date of termination. These restrictions shall also apply, barring written instructions otherwise to the duration of your notice period. The obligations set out in this paragraph shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Capgemini and its businesses in a manner inadequately compensable in damages, and that Capgemini may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.
- 6.3 You hereby irrevocably assign to Capgemini, its successors and assigns, and Capgemini shall have exclusive ownership rights, including, but not limited to any invention, discoveries, concepts, ideas or information, conceived by you in the course of your employment with Capgemini, and all documents, data, and other information of any kind including, incorporating, based upon or derived from the foregoing, including reports and notes prepared by you. Such work will be the property of Capgemini and shall be considered a work made for hire and may not be used for any purposes other than the benefit of Capgemini. Any and all such property and materials containing such property shall be delivered to Capgemini on request and in any event at the termination of your employment by Capgemini, and no copies thereof shall be retained by you unless the prior written consent of Capgemini is obtained with respect thereto. You will cooperate fully with Capgemini to establish, protect or confirm Capgemini's exclusive rights to such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision, shall, if requested be provided to Capgemini.
- 6.4 The obligations set out in this paragraph shall survive the termination of your employment. You hereby acknowledge that any violation, breach or other failure on your part to comply with these obligations could materially and irreparably injure Capgemini and its businesses in a manner inadequately compensable in damages, and that Capgemini may seek and obtain injunctive relief against the breach or threatened breach of these obligations in addition to any other legal remedies that may be available.

7 Termination of Employment

- 7.1 Either the Company or you may at any time terminate this agreement by giving in writing to the other party two week's notice during your probationary period or Twelve weeks' notice after confirmation or in lieu thereof a sum equal to the amount or pro-rated amount of salary which would have been accrued to you during the period or remaining period of notice.

7.2 Company reserves the right not to relieve you of your services in the event that all Company documents / property in your custody have not been properly handed over by you to an authorized representative.

7.3 Company reserves the right not to relieve you of your services in the event of any violations of the company's code of conduct or your confidentiality obligations to the company.

8 Termination of Employment

8.1 You shall retire on your 58th birthday or the last day before this, if your birthday does not fall on a working day.

8.2 You may be retired earlier if found medically unfit

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein.

We welcome you and wish you every success in your career with Capgemini.

Yours Sincerely,

I accept the terms and conditions of this
offer letter

For CapgeminiIndia Pvt. Ltd.

XYZ

Chief Human Resources Officer

Date: Feb 11th, 2016

Place: Bangalore

Date:

Place: