



Ref: TCSL/EP2017RA267575/C3A

May 27, 2017

Jack Ouyang
4438 Bush Cir, Fremont Ca 94538
Fremont, California - 94538

Dear Jack,

We are pleased to offer you employment with Tata Consultancy Services Ltd. ("Company"), as Developer reporting to the Business Relationship Manager. Your initial posting will be at Client Site in New York, NY. Should you accept this offer on the terms and conditions stated in this letter, and successfully complete all of the pre-employment requirements outlined in this letter, your employment effective date will be the date you complete the process and actually begin work at the Company. Your start date should not be later than June 12, 2017 unless agreed to by us. If we do not receive your acceptance and/or if after acceptance, you fail to begin work at the Company before the date provided above for any reason (including failure to complete the pre-employment process), this offer will automatically lapse.

Your annualized base compensation will be \$110,000.00 and you will be considered as exempt as defined in the employee handbook. You will be paid bi-weekly in accordance with Company payroll practices. Your compensation has been determined based upon factors including, but not limited to, your work location, current role, and experience. All compensation may be subject to change in the future under effective company policies and procedures. The Company follows an annual review of compensation for each employee, which normally occurs during the first or second month following each fiscal year end.

In addition to your Base Salary, you are eligible to earn an annual incentive, of upto a maximum of \$7,150.00 following 3 months of employment. The eligibility, determination of the award amount, and the disbursement, will be at the discretion of the Company, administered in accordance with the Company's relevant Policy in effect each Fiscal Year.

Your first year compensation will also include a joining bonus of \$4,000.00 subject to applicable payroll taxes and withholdings, which will be paid to you within 30 days of the commencement of your employment with the company.

This offer is subject to your representation and warranty (which will be confirmed by your signature below) that you are not a party to any agreement or contract which restricts or limits your ability to work for or perform services for the Company and that you are free to accept employment with the Company without restrictions. This offer is further subject to your representation and warranty that you are currently legally authorized to work in the United States.

Your employment is also contingent upon the successful completion of our pre-employment screening process. Further, due to the nature of our business, it may be necessary to provide our customers confirmation of successful criminal background checks, drug tests, credit check and other screening requirements. By signing below and accepting this offer you agree to be subjected to all such screening and certification procedures at the time of your employment and thereafter, during your employment, unless prohibited by law.



The Company may repeat one or more of the foregoing tests and verifications on a periodic basis during the term of your employment. The satisfactory outcome of such tests, and verifications, would be necessary for your continued employment with the Company. We have enclosed an *Authorization and Consent for Release of Information Form* for your signature along with a *Summary of Your Rights under the Fair Credit Reporting Act*. The Company further requires that you carefully review our *Confidentiality, Assignment and Non-solicitation Agreement*, two copies are provided along with this offer letter. The *Confidentiality, Assignment and Non-solicitation Agreement* is incorporated into this offer by this reference, and a signed copy of the *Confidentiality, Assignment and Non-solicitation Agreement* is a prerequisite to your employment with the Company.

As an employee of the Company, you will be required to comply with all Company policies and procedures. In particular, you will be required to familiarize yourself with and to comply with the Tata Code of Conduct, the Company's policy prohibiting unlawful harassment and discrimination, and the policy concerning drugs and alcohol. Violations of these policies may lead to immediate termination of employment. A copy of the Tata Code of Conduct is attached to this offer letter.

Your employment is an "at will" employment. This means that your employment with the Company, should you accept this offer, will not be for any specific term, and may be terminated by you or by the Company, at any time with or without cause, and with or without notice. However, out of courtesy, we request that if you choose to resign your employment, you provide the Company with two weeks' notice.

Any contrary representations or agreements, which may have been made to you verbally or in writing, are superseded by this offer. The at-will nature of your employment described in this offer letter shall constitute the entire agreement between you and the Company concerning the duration of your employment and the circumstances under which either you or the Company may terminate the employment relationship. No person affiliated with the Company has the authority to enter into any oral agreement that changes the at-will status of employment with the Company. The at-will term of your employment can only be changed in writing, signed by you and the President of TCS, North America, which expressly states the intention to modify the at-will term of your employment.

By signing below and accepting this offer you acknowledge and agree that length of employment, promotions, positive performance reviews, pay increases, bonuses, increases in job duties or responsibilities and other changes during employment will not change the at-will term of your employment with the Company and will not create any implied contract requiring cause for termination of employment.

In addition to your compensation set forth above, the Company also provides its employees with a competitive benefits package. For your convenience, a summary of benefits is also provided. The summary of benefits is for informational purposes and is not a guarantee of benefits. The Company reserves the right to revise its benefits offerings at any time.

Please note that our business requires a mobility of our employees and their willingness to relocate to different locations as the business requires. Your continued employment with us could necessitate that you be relocated anywhere in the USA.

In closing, let me state that we are happy to have you join the TCS Team. I hope that we both find our professional relationship mutually beneficial. If you accept this offer under the terms described above, please indicate by signing and dating this letter in the space provided below, within seven days of your receipt of this letter.



Sincerely,

S. Narasimhan.



Narasimhan Srinivasan
Vice President- Human Resources

[Click Here](#) or use a QR Code scanner from
your mobile to validate the offer letter

I accept your offer of employment. No other oral or written commitments have been made concerning my employment.

Signature:	
Date:	
Printed Name:	Jack Ouyang
EP Reference ID:	EP2017RA267575
Offered Date	May 27, 2017

On accepting the offer, please email this last page to tcsus.bgc@tcs.com after signing in the space provided above.

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited
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