



Date of Offer : 22-Mar-2022

Mr. Malireddi Pandavulu 3-39/5 A Agraharam, chamavaram post, East godavari Andhra Pradesh - 533401

Subject: Appointment Letter

Dear Malireddi Pandavulu,

We welcome you to Coforge Ltd (erstwhile known as NIIT Technologies Limited) (hereinafter referred to as “**Company**”) and we are confident that you will build a long and mutually rewarding career with us. We believe that it is professionals like you who can, along with all of us, build a world class organization. The guiding principle behind our endeavor to succeed originates from our Vision “**ENGAGE WITH THE EMERGING**” and our Mission “**TRANSFORM AT THE INTERSECT**”.

With reference to the discussions that we had with you, we are pleased to offer you the role of **ANALYST** in the Company and your designation will be **TECHNICAL ANALYST**. Your joining location will be Bangalore.

We are pleased to offer you an Annual Total Compensation of INR. 25,51,012/- . This includes a Variable Compensation of INR. 3,82,650/- . The earned Variable Compensation may vary, depending on the Company's performance and your performance during the year.

Other details about your compensation are mentioned in Annexure A.

Your appointment will be governed by the terms and conditions of employment specified in Annexure B. You shall be governed by the rules, regulations, and practices of the Company which may change from time to time. In case there is a conflict between the terms and conditions of employment in Annexure B and the prevailing rules, regulations, and practices of the Company in future, the prevailing policy will overrule the terms and conditions prescribed in Annexure B.

Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager. We request you to join us on or before 22-Jun-2022

Please also note:

- This offer of appointment is subject to satisfactory professional reference checks and your joining by 22-Jun-2022 as mentioned above. In the event of unsatisfactory outcome of the reference checks, the Company reserves the right to withdraw/revoke the Employment Agreement and/or terminate your employment if you have already joined the Company.
- This offer will stand withdrawn, if we do not receive your acceptance of the same within 5 days of receipt of this Employment Agreement.

The Company provides long-term career opportunities to every employee. We sincerely hope that you will grow with the organization.

We look forward to your joining us. Should you have any further questions or clarifications, please feel free to contact us.

On your accepting this offer, the combination of this offer letter along with the listed Annexures shall form the complete Employment Agreement (and referred to as “Employment Agreement”).

Thank you

For Coforge Ltd (erstwhile known as NIIT Technologies Limited)

Coforge Limited

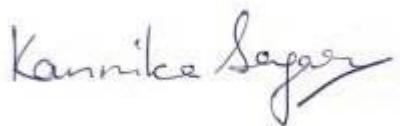
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Special Economic Zone, Plot No. TZ-2 & 2A, Sector - Tech Zone, Greater Noida (UP) - 201308, India.

Tel.: +91 120 4592 300, Fax: +91 120 4592 301 www.coforgetech.com

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Tel.: +91 11 41029 297, Fax: +91 11 2641 4900 CIN: L72100DL1992PLC048753



KANNIKA SAGAR

Candidate Signature CHIEF PEOPLE OFFICER

Date:

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Name : Malireddi Pandavulu Applicant Number : 4754092

Designation : TECHNICAL ANALYST Benefit Plan : Plan Q

ANNEXURE A - Compensation & Benefits Details

A) Monthly Salary (INR.)	Basic	67,800
	HRA	33,900
	Flexi Basket	27,557
	Conveyance Allowance + LTA	42,445
	Gross Monthly	1,71,702
B) Annual Benefit (INR.)	PF (as per act)	97,632
	Mediclaim without Parents	6,260
	Life Insurance Premium	4,046
	Annual Benefits Total	1,07,938
C) Variable Compensation (INR.) (on achievement of 100% goals)		3,82,650
D) Annual Cost to Company (INR.)		25,51,012

- 1.The Flexi basket consists of conveyance, LTA, vehicle expenses reimbursement (VER) & mobile phone usage. The Flexi basket is a taxable allowance and will be paid on a monthly basis after deductions, if any. If selfowned car is used, expenses towards petrol and maintenance up to INR. 1800/- p.m. (INR. 2400/- p.m. if CC is more than 1.6 litres), and reimbursement towards mobile phone usage charges up to INR. 3000/- p.m. is exempt from tax as per current rules. The flexi basket consists of conveyance amount / transportation facility provided by the company for travel from home to office and back, if applicable.
- 2.Variable Compensation shall be based on your Variable Compensation plan, and Variable Compensation Policy.
- 3.Mediclaim Premium shown above is towards hospitalization coverage for self and dependent nominees as per scheme. This is the standard coverage (for self + 3 dependent nominees, without parents) for your benefit plan, however you will have the option to upgrade (increase coverage amount, or include additional members and/or parents) the plan on your day of joining. In case of any change, the difference in premium will be adjusted from the Flexibasket component of your gross monthly salary. You will also have the option to opt out of company's Mediclaim scheme, by providing proof of documents of being covered through an alternate policy.
- 4.Life Insurance premium is towards the Life Cover for self as per benefit plan and policy.

Authorized Signatory

Candidate Acceptance/Sign Date

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Benefits Offered – Plan Q

S No.	Benefit	Description	Benefit Limit
1	Special Dating Holiday	Additional Paid Leave either on your Birthday/Wedding Anniversary.	One Paid Leave as per your Date of Birth/Wedding Anniversary.
2	Special Dating Allowance	Benefit on your Birthday if you are Single or Wedding Anniversary if you are Married.	INR. 3,000/- once in a Financial Year
3	Leave Travel Allowance	Reimburse your travel expenses incurred on a holiday, and avail tax benefit on the same.	Maximum annual limit is up to one month's basic salary.
4	Insurance	<ul style="list-style-type: none"> • Life Insurance Coverage • Mediclaim Scheme with Floater Option of Self + 3 or Self + 5 with/without parents. • Group Personal Accident Insurance Cover 	INR. 25,00,000/- INR. 1,50,000/- to INR. 30,00,000/- Accidental claim benefit as per GPAI policy
5	Executive Health-Check Up	Age between 35-40 years: Once in two financial years. Age between 40-45 years: Once in a financial year/ Once in two financial years with rollover benefit.	INR. 3,500/- Annually
6	Gratuity and Superannuation	As per Company Norms	As per Company Norms
7	Gym Facility/Allowance	Gym Facility on premises/ Allowance if gym facility is not available on premises.	Up to INR. 500/- per month
8	Work From Home	Option to work from home in case of any medical exigency (basis approval).	As per Company Policy
9	Company Leased Accommodation	Option to avail Company Leased Accommodation on rent.	As per Benefit Plan & CLA Scheme
10	iRefer	Referral Scheme that offers benefits to refer friends/acquaintances for suitable positions in the organization.	As per iRefer Policy

ANNEXURE B - Terms & Conditions of Employment

1. Probation Period

- 1.1 You will initially be on probation for a period of six (6) months which may be extended or reduced at the sole discretion of the Company.
- 1.2 During the period of probation, the appointment is terminable either by the Company or by you by serving notice as per clause 6.2 of this agreement or payment of gross salary in lieu thereof as per Notice Period Policy of the Company.

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- 1.3 In case you decide to separate your services during the probation period, the Company, at its sole discretion, reserves the right not to accept salary in lieu of notice and relieve you only at the end of applicable notice period or on your completion of any pending assignments.
- 1.4 On successful completion of your probation period and on review of your performance, your appointment to the above post will be deemed confirmed by the Company unless contrary intention is informed to you in writing. All other terms and conditions as mentioned in this Employment Agreement will remain the same.
- 1.5 For computing the probation period, your actual date of joining the Company shall be taken into consideration.

2. Duties

- 2.1 You shall comply with the rules, regulations, and procedures as notified by the Company from time to time
- 2.2 During working hours, you shall entirely devote your time, attention, and abilities to further the business interest of the Company.
- 2.3 The Company has the sole discretion to transfer you to any location, to any of the Company's affiliates, as well as seconded from the Company to any of its clients or customers, within India or outside India.
- 2.4 You shall, always, keep your manager promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Company, provide such further information, and provide written records and/or explanation as your manager may require.
- 2.5 You shall not, without the Company's prior written consent, be in any way directly or indirectly engaged in or concerned with any other business or employment during or outside your hours of work. You can, however, undertake honorary work of social or charitable nature, literary, artistic, or scientific character only with the express permission of the Company.
- 2.6 During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company or create a conflict of interest with the Company. In addition, you shall not divulge any confidential information or violate any agreement with your prior employers or their clients.
- 2.7 You shall render services and perform obligations and duties under this Employment Agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as issued from time to time by the Company for the performance of services to the satisfaction of the Company.
- 2.8 You shall be responsible for corporate, personnel, and personal taxes, if any and shall indemnify and hold harmless the Company for any liability in this connection.
- 2.9 You shall ensure that all reasonable skill, diligence, and care is taken in accordance with sound industry practices and/ or as specified by the Company from time to time, to the satisfaction of the Company.

3. Place of work

- 3.1 You will be in employment at any one of Company's offices, its affiliates, or Company's customer locations, as per business requirement.
- 3.2 You can be deputed to any other unit referred as "Posted Unit" at the sole discretion of Company. The terms and conditions of your deputation shall be detailed in the deputation letter issued to you.
- 3.3 The Company reserves the right to transfer you on a temporary or permanent basis to other job functions or departments within the Company, and assign such other duties as may be deemed fit in the interest of the Company.
- 3.4 You shall comply with the Company's rules relating to relocation to or from a Customer location.
- 3.5 You are entitled to certain scheduled benefits which shall be centrally administered by the Company and during the period of administration of such schemes, the legal ownership of any movable or immovable property will remain with Company.

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4. Taxation

The amount payable by the Company towards salaries and benefits shall be subject to deduction of income tax at source under applicable laws. All other requirements under the Indian tax laws including tax compliance and filing of tax returns shall be fulfilled by you at your own cost.

5. Leave

You will be eligible for leave in accordance with the leave policy of the Company as applicable for the time being in force.

6. Separation of Employment

- 6.1 You will automatically retire from services on attaining the superannuating age, as per company policy.
- 6.2 Either party may terminate this Employment Agreement, during or after probation, by serving Ninety (90) days of notice period
- 6.3 The Company may terminate your services immediately and without notice if:
 - a) You commit a crime involving moral turpitude, theft, fraud and deceit;
 - b) Your conduct has adverse effect on the reputation of the Company, its directors and officers;
 - c) You commit any act or omission inconsistent with the duties assigned to you;
 - d) You are found to be in gross negligence or willful misconduct or misdemeanor;
 - e) You breach any of the terms and conditions of this Employment Agreement, or the Company's policies and Code of Conduct;
 - f) You provide false information to the Company at the time of your joining; or
 - g) Your performance is determined by the Company to be unsatisfactory.
- 6.4 The company has a zero-tolerance policy towards sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take disciplinary action which may even mean termination of services.
- 6.5 To accommodate business objectives, notice period policy is subject to change by Company, and the updated policy shall be applicable to you.
- 6.6 If you absent yourself without leave or remain absent beyond the period of leaves originally granted or subsequently extended, you shall be considered as having voluntarily resigned from employment without any notice unless you:
 - a) Return to work within eight (8) days of commencement of such absence; or
 - b) Submit proofs in case of a medical / legal emergency.
- 6.7 At the time of discontinuation of your employment for any reason (resignation, separation, retirement, or any other), you shall submit a Separation Certificate as in Annexure E.

7. Code of Conduct

- 7.1 You shall always, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.
- 7.2 You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.
- 7.3 The Company has released its Code of Conduct to address working standards, business interests, and protect the reputation of the Company. You will be required to adhere to Code of Conduct once you join the Company.

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8. Representation and Warranties

- 8.1 The Company has made the offer of employment based on the bona fide statements and documents provided by you in your application form for employment. At the time of employment or during employment if the Company finds the information provided to be false or misleading, it reserves the right to terminate your services without notice.
- 8.2 You shall indemnify and hold the Company harmless against all costs, loss and damage that may be caused to the Company due to such misrepresentation. By signing this Employment Agreement, you also irrevocably consent to the Company collecting, using, and disclosing your personal information for various purposes including:
 - a) Initiate all necessary background check through various third-party agencies;
 - b) Implement the terms and conditions of various contracts entered by the Company; and
 - c) Comply with relevant laws.

9. Non-Solicitation and Non-Compete

You shall not, during a period ending twelve (12) months after termination of your employment, however caused, directly, or indirectly:

- a) Hire or engage or attempt to hire or engage any individual who is or was an employee, contractor or consultant of the Company (or any associated company) at any time during the twelve (12) month period prior to the termination of the employment, and who was personally known to you in the course of, or as a result of, your employment with the Company; or
- b) Solicit or persuade any customer of the Company to cease doing business with the Company or to reduce the amount of business that the customer would normally do with the Company.

You shall not, directly, or indirectly (whether as an employee, consultant, proprietor, partner, director, or otherwise), engage in any Competitive Activity in any of the "Restricted Territories" as defined below.

The term "Competitive Activity" shall mean the whole of the business activity carried on or engaged by or pursued by the Company and/or its affiliates and includes, but not limited to directly or indirectly, contacting or soliciting the business of any Customer for the purposes of selling goods and services provided by the Company or any of its affiliates.

The term "Restrictive Territories" shall mean each and every country, province, state, county, city, or other political subdivision of the world in which the Company or any of its affiliates is engaged in business or otherwise sells its respective products and services, now or in the future up to and including the date (if any) on which you commence employment with another employer.

The term "Customer" shall mean any person or business entity that has purchased goods or services from the Company or any of its affiliates, or any person or business entity that has contacted the Company or any of its affiliates for purposes of soliciting business (but excluding general solicitation) within the last twelve (12) months prior to your termination of employment with the Company.

10. Confidentiality & Intellectual Property

10.1 In this Employment Agreement, the term "Confidential Information" means the Confidential Information of the Company as set forth below:

a) Company Internal Information which includes but is not limited to:

- (i) Tax records, financial information, such as the Company's earnings, assets, debts, prices, pricing structure, estimates, volumes of customers;
- (ii) Employee / personnel database, any information or data pertaining to or in relation with the past and current employees of the Company;
- (iii) Transaction details such as names or addresses, terms of services, contracts of particular transactions, or related information about potential customers, marketing information such as

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- details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions;
- (iv) Customer information, such as any compilation of past, existing, or prospective customers, customers' proposals or agreements between customers and status of customers' accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences;
 - (v) Vendor and service provider information, prices, and terms at which procurements are made by the Company.
- b) Technical Information which includes but is not limited to:**
- (i) All technical data, information concerning databases, source code, object code, research, product plans, products, services, trade secrets or know-how;
 - (ii) Information relating to software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information;
 - (iii) Information relating to trade secrets, confidential knowledge, data;
 - (iv) Other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases and any other original works of authorship.
- c) Business Information which includes but is not limited to:**
- (i) Business plans, mechanisms, business related functions, activities, business systems, processes, and services;
 - (ii) Trade secrets, business strategies, marketing strategies, methods of operation, and market information;
 - (iii) Other valuable information, confidential information, and trade-related information relating to the business and activities of the Company, and useful or necessary for the success of the Company's business and activities.
- 10.2 All the Intellectual Property arising out of this Employment Agreement with respect to the services provided by you shall vest solely with the Company. You shall not, during the term of this **Employment Agreement** and for a period of twelve (12) months after the termination of your employment, create any Intellectual Property for any third party that is substantially similar to any created by you for the Company.
- 10.3 You hereby acknowledge and agree that all rights, title, and interests in the Intellectual Property arising out of services provided by you pursuant to this Employment Agreement shall vest solely and absolutely in the Company.
- 10.4 You hereby undertake that you will not apply for any copyright, trademark, patent, or any intellectual property in relation to any of the Intellectual Property and Confidential Information provided by the Company pursuant to this Employment Agreement or developed by you either solely or jointly with the Company subsequent to the execution of this Employment Agreement.
- 10.5 You shall fully disclose, deliver, and transfer to the Company and perpetually assign to the Company, your entire right, title and interest, including moral rights, and on a worldwide basis, in and to any and all Intellectual Property whether patentable or copyrightable or not, originated, conceived, acquired or developed by you, either solely or jointly with others, arising out of the performance of the services provided to the Company by you under this Employment Agreement.
- 10.6 You will assist the Company and, if required by the Company, a customer in every way during and subsequent to the term of this Employment Agreement, to obtain for its or their own benefit the patents, copyrights, or other legal protection over such Intellectual Property in any and all countries in the world; and to do all such lawful acts to protect the Company's rights, title and interests, including the giving of testimony. You will be compensated by the Company for time spent in fulfilling these obligations at the same rate as for performing services hereunder.
- 10.7 You will make and maintain adequate and current written records of your work to document all such work and Intellectual Property, in the form of notes, sketches, drawings or reports relating thereto, which shall be delivered to or made available to the Company upon request at all reasonable times.
- 10.8 You recognize that, by virtue of this Employment Agreement, you will be given and shall have access to specialized technical know-how, information, data, and other confidential and proprietary information

of the Company as well as information of its customers. You undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authority with proper authority) or use or exploit for any purpose whatsoever, any of the trade secrets or confidential knowledge or information of the Company and the customer which he may receive or obtain as a result of entering into this Employment Agreement. This obligation and restriction on you shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of yours, or was already known by you prior to the disclosure by the Company.

- 10.9 Without limiting the foregoing, you agree to hold the Company's Confidential Information in strict confidence and to use the same measures and degree of care that one would use to prevent disclosure of own Confidential Information of like importance, but in no instance less than reasonable care.
- 10.10 You agree that you will not, during the time of your employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that you will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.

11. Conflict of Interest

- 11.1 You shall engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments whether the same is part-time (or 'moonlight' or freelance) or full-time, in an advisory capacity or otherwise, directly, or indirectly.
- 11.2 You shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall conflict with your commitments to the Company under this agreement.

12. Performance Management and Salary Revision

You will be subjected to Annual Performance Review of the respective year. Your career and compensation progression will be based on your performance and Company policies prevailing at that point of time.

13. Medical Fitness

- 13.1 Your appointment is subject to your being declared as medically fit by a doctor identified by the Company and communicated to you.
- 13.2 Company has the right to get you medically examined by any certified medical practitioner during the period of your employment. In case you are found medically unfit to continue the job, your service would be liable for termination.

14. Non-Disparagement

You will not, at any time during the term of your employment and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company or its respective officers, directors, employees, advisors, and businesses.

15. General

- 15.1 The designation assigned to you is subject to change depending upon work assignments made to you from time to time.
- 15.2 You must submit documents mentioned in check list in Annexure C.

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- 15.3 This Employment Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising under this Employment Agreement shall be subject to the local courts where you are based.
- 15.4 You will inform in writing to the Base unit of any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 15.5 You agree that you will intimate or keep the Company informed of any agreements, oral or written, which you may have entered into and which may relate to or affect your commitments under this Employment Agreement.
- 15.6 The invalidity or unenforceability of any clause of this Employment Agreement shall not affect the binding effect of the balance of the Agreement.
- 15.7 You acknowledge that the services to be rendered pursuant to this Employment Agreement are unique and personal. Accordingly, you shall not assign any of your rights or delegate any of your duties or obligations under this Employment Agreement.

Acceptance

I, agree to accept the employment on the terms and conditions specified in this Employment Agreement and the Annexures.

Name: _____

Signature: _____

Place: _____

Date: _____

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ANNEXURE C – List of documents required on date of joining (If not submitted already)

1. Your copy of the appointment letter
2. Five passport size and two stamp size photographs with plain background
3. Information of your blood group
4. Qualifications documents – Graduation onwards till highest qualification (Final year/semester mark sheet & Degree/Passing Certificate(s))
5. If you have been working earlier :
 - a) Relieving Letter/Resignation acceptance letter/Experience Certificate from the previous employer
 - b) Appointment letter of the previous employer
 - c) Name of the Provident Fund Trust (in case it was a trust) and UAN Number
 - d) Your Provident Fund and Family Pension Fund Account Numbers
6. Copy of Passport (Indian/Non-Indian)
7. Copy of PAN Card
8. Copy of Aadhaar Card
9. Nominations (Name(s) & Date(s) of Birth) to be made for Mediclaim Scheme
10. In case you wish to opt out from company's Mediclaim scheme, you need to provide proof of documents of being covered through an alternate personal medical insurance policy.

ANNEXURE D Separation Certificate

(To be submitted by the Employee at the time of separation)

1. This is to certify to _____ (the “**Company**”) that, at the time of my separation of services from the Company, I have delivered all Company property including but not limited to Company’s Confidential Information as specified in the Confidentiality & Intellectual Property Agreement annexed to my employment agreement (“**Employment Agreement**”).
2. I further certify to the Company that I have returned all devices and equipment belonging to the Company (including Laptop, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, forms, reports, files, studies, memoranda, manuals, plans, proposals, lists, correspondence (including emails and any other electronic correspondence), specifications, drawings, blueprints, sketches, materials, photographs, charts, magnetic media, and any other documents and property, and reproductions of any and all of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company or its clients, vendors, or third parties.
3. I undertake to preserve as confidential all Confidential Information (as defined in the Confidentiality and Intellectual Property Clause) and I hereby confirm that I shall not use or disclose Confidential Information for any purpose either directly or indirectly either by myself or in conjunction with some other person.
4. I further certify that I have complied with all the terms and conditions of the Employment Agreement and will continue to comply with certain specific obligations including but not limited to non-compete, nonsolicitation, and non-disparagement as contained in the Employment Agreement.
5. Any experience gained by me in the course of employment with the Company shall not be termed as Confidential Information and the Company shall have no objection to using this experience in any manner whatsoever.

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