



DEPUTATION LETTER

Date : 18-Nov-2021

Mr. Pranav Gandhi

Emp.No. 254732

TCS - Ahmedabad

Dear Mr. Pranav Gandhi,

We are pleased to confirm your temporary deputation to our TCS overseas United Kingdom branch with effect from 25-Nov-2021 for a period of 2 years has been approved, subject to the following strict compliance conditions being met.

Your deputation is conditional upon you securing the necessary work permit / visa and any other client specific / mandatory governance background checking verification requirements and satisfactory approvals being in place, prior to commencing your deputation to the TCS United Kingdom branch. We would advise you not to make any confirmed travel arrangements until we send you confirmation that the above matters have been satisfactorily completed.

This deputation agreement is conditional upon you being able to work and remain in the United Kingdom for the required period. In the event that the background checking verification requirements prove to be unsatisfactory, TCS reserves the right to immediately withdraw your offer of deputation. If you are aware of any issues which may affect the satisfactory outcome of your background checks, please let us know immediately.

You warrant that following the satisfactory UK Visa / other mandatory certification entry approvals being granted, you are entitled to work in the UK without any additional restrictions and will notify the Company immediately if you cease to be so entitled. You may be required to produce original documentary evidence of your eligibility to work and stay in the UK to the relevant authorities at any time on request. Please ensure that all relevant documents relating to your right to work and remain in the UK are kept safe for future reference.

TCS will assist you with the formalities required to enable you to obtain the appropriate visa / work permit for this deputation. During your deputation, you will work under the control and direction of the host country's designated management team and will be required to abide by the policies and procedures applicable to the host country and its clients at all times.



Your hours of work will be at the discretion of the host country's designated management team and will be informed to you in advance. The host country complies with the stated provisions appertaining to the Working Time Regulations that provide a limit on the amount of weekly working time that can be carried out at an average of no more than 48 hours in any rolling 17-week consecutive period. As an employee, you can agree to opt out of this provision. By accepting on this deputation, you acknowledge that you may be required to work in excess of an average of 48 hours per week from time to time and that the limit on working time will not apply to you during your deputation period. You are, if required, entitled to terminate this opt-out agreement at any time by giving not less than three months' prior written notice, addressed to the UK Human Resources team, should you so desire.

You shall continue to support TCS by providing services to its business operations / internal support function, in line with your specific skills, knowledge and experience. Once your deputation in the United Kingdom is complete, whether as stated above or earlier if required, you will return to your TCS base branch in India or such other place that TCS may deem fit.

The details of your assignment are as follows:

- You have joined TCS on 04-Aug-2008 and have completed 13 years and 3 months with TCS with 13 years and 3 months of experience in Computer Consultancy
You have a Bachelor Of Engineering and the necessary experience and knowledge of the tools and technology of TCS. You are currently holding the role of Technical Architect
- On the basis of the above specialist knowledge, you have been selected for a Technical Architect.

The terms and conditions of this Deputation Letter are not in substitution, but are in addition to, the terms and conditions as outlined in the International Assignment Agreement dated 18-Nov-2021 ("**International Assignment Agreement**") and your continuous Employment Contract dated 04-Aug-2008 ("**Contract of Employment**").

During the period of deputation, you will receive a minimum monthly Gross Salary of £47000 which includes your India Gross Salary and UK Gross Allowance. This will be paid to you post all deductions required by law (including applicable withholding taxes and statutory deductions) or otherwise voluntarily authorized by you.

You will be responsible for the payment of any other applicable taxes and statutory obligations both in India and the UK.

Note: The monthly Gross Salary includes all performance pay and holiday allowance related payment components, if applicable.

The period of deputation will be treated as approved service with the Company and will be counted for the purposes of your continuous employment, based on the service you will be entitled to receive, as applicable in



your individual situation, while on deputation i.e. for Promotion and Annual Increments, Provident Fund, Superannuation Fund and Gratuity contributions. For the avoidance of doubt, we confirm that your Employment Contract with the Company will continue without any break in service.

During your deputation to the TCS United Kingdom branch, your working hours, emoluments, accident and health insurance cover, leave, social security benefits, travel benefits for dependents and other benefits shall be as per the TCS India Policy - International Assignments (from India to other Countries).

Before proceeding to the TCS United Kingdom branch, you will be required to undergo TB screening test to ensure that there are evidence of TB that would prevent you from proceeding with the deputation. Any failure to do so may result in the Company cancelling your deputation with immediate effect. TCS will bear the cost of such medical test.

During the deputation to the TCS United Kingdom branch, you will be supervised by the following Resident / Business Relationship Manager ("**Reporting Manager**"). Depending on the Company's on-going resource planning requirements, your reporting line may change throughout the deputation from time to time. Should this be necessary, you will be informed accordingly.

Name of the Manager: Rajesh Dangwal
Designation / Role: BRM

Whilst on deputation to UK branch, you should ensure to keep a record of the expenditure incurred by you and of the reimbursement / allowance received in return throughout your stay. This may be useful in the event of your being asked by the UK Inland Revenue Authorities or the equivalent in India ("Home Country") to furnish on such details for relevance of potential investigations into Tax / National Insurance or the equivalent revenue transactions.

The supporting documents relating to expenditure on housing, accommodation, conveyance, food etc need to be provided to TCS UK as per the process prescribed by the TCS UK branch, to enable it to provide applicable tax relief to you. In case of a failure to do so, the allowance received in this respect will be subject to appropriate automatic income tax and national insurance contribution deduction to be administered directly from your pay.

As your employer, we are responsible to take reasonable care of your wellbeing at work and whilst on deputation. That duty extends to providing appropriate information, instruction and training. It is the policy of the Company that the following internal compulsory on-line compliance training programs are to be completed, preferably before your arrival at the host country, but no later than within the first month of your deputation. Please note that should this training not be completed within this period, you may not be permitted to continue your deputation. We welcome your full cooperation to ensure early completion of this training is undertaken.



| Title | Delivery Type | iEvolve Course ID |
|--|-------------------------------|--|
| Information Security @ TCS iSecurity Knowledge Verification Quiz | iEvolve Web Based Training | WBT - 43893 Verification Quiz - 7480 |
| Anti-Bribery & Corruption Awareness Bribery and Corruption Knowledge Quiz | iEvolve Web Based Training | WBT - 49587 Verification Quiz - 2327 |
| Intellectual Property Rights (IPR) | iEvolve Web Based Training | 53993 |
| Occupational Health and Safety @ TCS - UK | iEvolve Web Based Training | 5244 |
| Fire Safety Awareness - UK | iEvolve Web Based Training | 8159 |
| Compliance to Tata Code of Conduct | iEvolve Web Based Training | 21939 |
| Workplace Anti Bullying and Harassment | iEvolve Web Based Training | 53593 |

Your performance and suitability for this deputation will be monitored throughout. If for whatever reason, the respective TCS host or base country management team and / or our client decide that your presence is no longer required, we reserve the right to terminate your deputation with immediate effect and without further consultation with you. Should an earlier than anticipated end to the deputation period be required for any reason, you will revert back to your original role or to any other role deemed suitable for you by TCS in your base branch in India, or in any other country as TCS may deem to be fit.

TCS considers the protection of its business interests to be of the utmost importance and it is a condition of this agreement that you agree to comply with the Immigration laws of the country of deputation and to be bound by the requirements set out below with regard to confidential information and post-employment Restrictive Covenants. You acknowledge and agree that by leaving / exiting any assignment on this deputation before its completion could result in a breach of the terms and conditions of this agreement and may result in the Company taking legal action against you personally and / or any future employer.

CONFIDENTIAL INFORMATION

In this clause:

"Confidential Information" means all and any information of a confidential nature, in whatever form, of or relating to the Company or any Group Company which you (or, where the context so requires, another person) have obtained by virtue of your employment or engagement and which the Company or any Group Company regards as confidential, including (but not limited to):

(1.1.a) financial information, intellectual property rights and inventions, marketing plans, results and forecasts, sales targets and statistics, market share and pricing statistics, profit margins, price lists, discounts, credit and payment policies and procedures;

(1.1.b) which becomes available to the public generally other than by reason of a breach by you of your obligations under this agreement; information relating to business methods, corporate plans, business strategy, management systems, maturing new business opportunities, tenders, advertising and promotional material;

(1.1.c) information relating to and details of customers, prospective customers, suppliers and prospective suppliers including their identities, business requirements, their accounts with and contractual arrangements and negotiations with the Company or any Group Company;

(1.1.d) details of employees, officers and workers of and consultants to the Company or any Group Company, their remuneration details, job skills and capabilities and other personal information;

(1.1.e) information relating to trade secrets, research activities, development projects, inventions, designs, know-how, technical specification and other technical information in relation the development or supply of any future product or service of the Company or any Group Company and information concerning the intellectual property portfolio and strategy of the Company or of any Group Company; and

(1.1.f) any information in respect of which the Company or any Group Company is bound by an obligation of confidence to a third party.

2.1 You will not (save in the proper course of your duties or as specifically authorised by the Company) either during the Overseas Deputation period or at any time after its termination (howsoever arising) directly or indirectly:

2.1.1 use any Confidential Information;

2.1.2 disclose or permit the disclosure of Confidential Information to any person, company, or organisation whatsoever; or

2.1.3 make or use any Copies.

2.2 You are responsible for protecting the confidentiality of the Confidential Information and shall:

2.2.1 use your best endeavours to prevent the use or communication of any Confidential Information by any unauthorised person, company or organisation; and

2.2.2 inform the Company immediately upon becoming aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information.

2.3 The restrictions above shall not apply to information which you or another person may be ordered to disclose by a court of competent jurisdiction or which you disclose pursuant to and in accordance with the Public Interest Disclosure Act 1998, provided you have complied with the Company's policy (if any) from time to time regarding such disclosures, or as may be required by law.

3. Restrictive Covenants

3.1 In this clause:

"Capacity" means as agent, consultant, director, employee, owner and shareholder or in any other capacity;

"Customer" means any person, firm, company or entity who or which at any time during the Relevant Period (i) was provided with goods or services by the Company or any Group Company; or (ii) was in the habit of dealing with the Company or any Group Company, other than in a de minimis way, and about whom or which you have confidential information; and in each case with whom or which you, or any person who reported directly to you, had material dealings at any time during the Relevant Period;

"Key Employee" means any person who immediately prior to the Termination Date was employed or engaged by the Company or any Group Company in a sales, technical, managerial or director-level role or above, or any other person employed or engaged by the Company or any Group Company who could materially damage the interests of the Company or any Group Company if they were involved in any Capacity in any business which competes with any Restricted Business, and with whom you had personal dealings during the Relevant Period;

"Prospective Customer" means any person, firm, company or entity to whom or which, during the period of twelve months prior to the Termination Date, the Company or any Group Company had submitted a tender, made a pitch or presentation or with whom or which it was otherwise negotiating for the supply of goods or services and with whom or which you, or any person who reported directly to you, had material dealings at any time during the Relevant Period;

"Relevant Period" means the period of 12 months ending on the Deputation periods Termination Date;

"Restricted Business" means those parts of the business of the Company and any Group Company with which you were involved to a material extent during the Relevant Period;

"Supplier" means any person, firm, company or entity who or which was at any time during the Relevant Period a supplier of services or goods (other than utilities and goods or services supplied for administrative purposes) to the Company or any Group Company and with whom or which you, or any person who reported directly to you, had material dealings during the Relevant Period To include, please note this list is non-exhaustive;

"Team Employee" means a Key Employee provided that it shall also include individuals who have been employed or engaged at any time in the 12 months prior to the Termination Date (whether or not they were employed or engaged immediately before the Termination Date) and shall be limited to individuals with whom you have worked as part of the same team;

"Termination Date" means the date on which the Deputation period terminates or, if you spend a period on Garden Leave immediately before the termination period, such earlier date on which Garden Leave commences.

3.2 You covenant with the Company (for itself and as trustee and agent for each Group Company) that you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any firm, company or person:

3.2.1 for twelve months following the Termination Date be engaged, concerned or involved in any Capacity with any business which is (or intends to be) in competition with any Restricted Business;

3.2.2 for twelve months following the Termination Date solicit or endeavour to entice away from the Company or any Group Company the business or custom of a Customer or Prospective Customer with a view to providing goods or services to that Customer in competition with any Restricted Business or otherwise induce, solicit or entice or endeavour



to induce, solicit or entice any Customer to cease conducting, or reduce the amount of, business with the Company or any Group Company or discourage or 3.2.2 prevent any Prospective Customer from conducting business with the Company or any Group Company;

3.2.3 for twelve months following the Termination Date be involved with the provision of goods or services to, or otherwise have any business dealings with, any Customer or Prospective Customer in the course of any business which is in competition with any Restricted Business;

3.2.4 for twelve months following the Termination Date solicit or endeavour to entice away from the Company or any Group Company the business or custom of any Supplier in the course of any business which is in competition with any Restricted Business;

3.2.5 for twelve months following the Termination Date be involved with the receipt of goods or services from any Supplier where such receipt would adversely affect the ability or willingness of the Supplier to meet the requirements of the Company or any Group Company;

3.2.6 for twelve months following the Termination Date offer to employ or engage or otherwise endeavour to entice away from the Company or any Group Company any Key Employee (whether or not such person would breach their contract of employment or engagement);

3.2.7 for twelve months following the Termination Date employ or engage or facilitate the employment or engagement of any Key Employee (whether or not such person would breach their contract of employment or engagement) in any business which is in competition with any Restricted Business;

3.2.8 for twelve months following the Termination Date be engaged, concerned or involved in any Capacity with any business which is (or intends to be) in competition with any Restricted Business in conjunction with any Team Employee (whether or not such person would breach their contract of employment);

3.2.9 at any time after the Termination Date represent yourself as being in any way connected with (other than as a former employee), or interested in the business of the Company or any Group Company or use any registered names or trading names associated with the Company or any Group Company.

3.3 None of the restrictions in clauses above shall prevent you from:

3.3.1 holding an Investment;

3.3.2 being engaged or concerned in any business insofar as your duties or work relate solely to geographical areas where that business is not in competition with any Restricted Business; or

3.3.3 being engaged or concerned in any business insofar as your duties or work relate solely to services or activities of a kind with which you were not concerned to a material extent during the Relevant Period.

3.4 Each of the restrictions contained in this clause (on which you have had the opportunity to take independent legal advice at your own cost) is intended to be separate and severable and while they are considered by the parties to be reasonable in all the circumstances, it is agreed that if any one or more of such restrictions is held to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the Company or any Group Company but would be valid if any particular restriction(s) were deleted or some part or parts of its or their wording were deleted, restricted or limited then such restriction(s) shall apply with such deletions, restrictions or limitations as the case may be.

3.5 You agree that you will (at the request and cost of the Company) enter into a separate agreement with any Group Company for which you perform services under which you will agree to be bound by restrictions corresponding to the restrictions contained in this clause (or such similar restrictions as will be appropriate provided that such restrictions shall be no wider in scope than those contained in this clause) in relation to such Group Company.

3.6 You agree that if your employment is transferred to any person, company, firm, organisation or other entity other than the Company or any Group Company (the "New Employer") pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006, you will, if required, enter into an agreement with the New Employer that will contain provisions that provide protection to the New Employer similar to that provided to the Company and any Group Company under this clause.

3.7 If, during the deputation period or any period during which the restrictions in the above clauses apply, you receive an offer to be involved in a business in any Capacity, you will notify the person making the offer of the terms of this whole clause as presented above.

As this Deputation Letter is a contractually legal and binding document that contains commitments by you with respect to your employment with TCS and consequences for breach of those commitments, you should read this letter carefully, to ensure you fully understand the terms before acceptance.



After you have considered the contents of this letter, if you have any questions on any of its contents, you should contact the HR Department. Before accepting your deputation, it is essential that you fully understand all of the terms and conditions you are agreeing to. Your signature on the duplicate copy of this Deputation Letter will be deemed to be your unambiguous confirmation of acceptance to the obligations arising out of this letter and your agreement to the full terms and conditions as presented.

Yours sincerely,,

For and on behalf of Tata Consultancy Services
Limited

Authorised Signatory

Employee Name:E S Chakravarthy

Designation:Global Head - RMG

I confirm that I have fully understood and agree to the terms and conditions of my deputation as provided in this deputation letter, the International Assignment Agreement and Contract of Employment inclusive.

(Signature)

Employee Name: Pranav Gandhi (254732
)

Address: B-19/ Swatantrya
Senani Nagar,, Opp.
Ishwarshanti Soc., Nr.
Bright School,,
Karelibaug, Vadodara,
Gujarat, India

Date: 18-Nov-2021