

Terms & Conditions of Employment Agreement

Name of the Joinee : THUMBALLI LOKESH

Location : Bengaluru

Date : 10-Jan-2022

Appointment Ref. No. : _____

Please read through this document carefully, sign at the end and hand this over along with your other joining papers. This is necessary and forms part of your joining papers.

Agreement to Terms & Conditions of Employment

1. You are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If you are found guilty at any point of time of moral turpitude or of dishonesty in dealing with the company's money or material or documents or of theft or of misappropriation regardless of the value involved, your services would be terminated with immediate effect notwithstanding other terms and conditions mentioned in this letter.
2. If during the period of your service, the Management comes to the conclusion that you have committed any misconduct, you may be dismissed from service as per the rules of the company with immediate effect, notwithstanding anything else mentioned in this letter.
3. You are required not to engage yourself in any other gainful or commercial employment, business or activity part-time or full-time, directly, indirectly or simultaneously as long as you are employed with HCL Technologies India Pvt. Ltd. or engage yourself directly or indirectly in any other profitable business connected with the dealings or activities of the company in any way. Any action to the contrary would render your services liable for termination notwithstanding any other conditions in this letter.
4. You are required to maintain the secrecy of, and not to divulge or communicate in any manner, any information regarding your remuneration to any other employee of the Company except to your immediate superior.
5. Your appointment and its continuance is subject to your being certified physically and mentally fit by a qualified registered medical practitioner (RMP) nominated by the Company. The opinion of the RMP nominated by the company shall be final & binding on the parties.

Shilpa Agarwal

AUTHORISED SIGNATORY

Name : THUMBALLI LOKESH

Date : 10-Jan-2022

Signature : _____

Lokesh (Jan 10, 2022 18:40 GMT+5.5)

For execution by all the employees of the Company

UNDERTAKING

As a condition and consideration of my employment or association with HCL Technologies, Ltd, its subsidiaries, affiliates, successors and assigns (together the "Company"), in a responsible position and my receipt of the compensation now and hereafter paid to me by the Company, I hereby agree to the following:

1. Confidential Information

- a. Company Information I confirm that protection of the Company's Confidential Information and goodwill is of utmost necessity and that I agree that I shall not, directly or indirectly, except where authorized by the competent authority of the Company for the benefit of the Company at any time divulge, communicate or disclose to any persons, firms, corporations, companies, company's clients / customers, governmental entities or agencies or any other entities, other than the Company ("Third Parties"), or use or cause or authorize any Third Parties to use except for the benefit of the Company, any such Confidential Information, or any other information which I know or should know by virtue of being the employee of the Company, whether or not any of the foregoing information is actually novel or unique, except as otherwise required by law,
- b. Former employer Information I agree that I will not, during my employment or association with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or Third Parties and that I will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer or Third Parties unless consented to in writing by such employer or Third Parties.
- c. Third Party Information. I recognize that the Company has received and in the future will receive from Third Parties, which may or may not be the customers or prospective customers of the Company, their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company in conformity with the Company's agreement with such Third Party.
- d. Employee Has and Shall Receive Confidential Information I acknowledge that I have been provided with information about the Company during the term of my employment or association with the Company (including any renewals or extensions) and my employment or association will continue to bring me into close contact with confidential affairs of the Company. Thus, I acknowledge that by reason of my employment or association with the Company, I will acquire Confidential Information.
- e. Employee Acknowledges Importance of Confidential Information I acknowledge that all Confidential Information is of great value to Company, and essential to preservation of the business and the goodwill of the Company.
- f. Employee's Services Special and Unique I recognize the duties and services to be performed by myself, as an employee or associate of the Company, are special, extraordinary and unique, and intellectual in nature.

Signature


Lokesh (Jan 10, 2022 18:40 GMT+5:5)

HCL Technologies Confidential

g. Confidential Information shall include all:

1. Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, funding information, customer and prospect names and requirements, employee, customer, agents, supplier and distributor data, business strategies, plans, assets, liabilities, revenues, profits price lists and other material or information relating to the Company's business and the manner in which the Company carries out its business:
2. Computer software whether now or hereafter existing, developed for use of any operating system or machine, all modifications, enhancements, and versions and all options available with respect thereto, and all future products developed or derived there from.
3. Source and object code, flowcharts, algorithms, coding sheets, routines, sub- routines, compilers, assemblers, design concepts and related documentation and manuals.
4. Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, products, patents, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, procedures, methods, designs, strategies and any other information required for carrying out the business of the Company. These shall also include any information about the customers and clients of the Company.
5. All other materials or information related to the business or activities of the Company, which are not generally known to others engaged in similar businesses or activities.
6. All ideas which are derived from or related to my access to or knowledge of any of the enumerated materials and information, and
7. All information about or belonging to suppliers and clients of, and all parties to any agreement with, the Company which would be confidential information pursuant to the above definition if such other parties were in the position of the Company.
8. The markets, customers, prospective customers (whom Company has contacted, made sales presentations, provided bids, or otherwise specifically solicited during the Term hereof), suppliers, vendors and employees of the Company, records of transactions, and other information concerning the business of Company. Such customers or prospects shall include, but not limited to customers of the Company on whom I called or with whom I became acquainted while being associated with the Company.
9. The absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential Information.

I understand that "Confidential Information" for this purpose shall mean and include all information, regardless of the form and whether oral, written, stored in a computer database or otherwise, which has been disclosed by the Company or any of its employees or promoters to myself. I understand that Confidential Information does not include any of the foregoing items, which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I hereby accept the responsibility for maintaining the secrecy and confidentiality of such Information and all portions thereof during the term of my employment or association with the Company and for a period of eighteen (18) months thereafter following the termination of my employment or cessation of my association with the company and

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recognize without any objection or protest the unequivocal right of the Company to ascertain from my employers of any breach or threatened breach by me of this undertaking.


f) Ownership of Confidential Information

- All rights, title and interest in all Confidential Information shall be and remain the exclusive property of the Company including all Confidential Information developed in whole or in part by me during my assignment with the Company, I agree and shall assign to the Company all right, title and interest I may have in such Confidential Information and to execute any instruments and to do all other things reasonably requested by the Company both during both during and after my tenure with Company in order to vest more fully in the Company all ownership rights in Confidential Information transferred by me to the Company.
- If any one or more of the items described above are protected under the copyright laws and international copyright treaty and are deemed in any way to fall with the definition of "work made for hire", the copyright of which shall be owned solely, completely and exclusively by the Company. If any one or more of the aforementioned items are protected by categories of work covered by the "work made for hire" definition contained under any relevant law of any nation or jurisdiction, such items shall be deemed to be assigned and transferred completely and exclusively to the Company by virtue of the execution of this Agreement.

g). Materials. All notes, data, tapes, reference items, sketches, drawings, memoranda, records and other materials in any way relating to Confidential Information or otherwise to the Company's business shall belong exclusively to the Company, and I shall return to the Company all copies of such materials in my possession or under my control at the request of the Company or, in the absence of such a request, upon the termination of my employment or cessation of my association with the Company. This section will be enforceable against my heirs, successors and assigns.

2. Proprietary Information

- **Return of Proprietary Information** Upon termination of my employment or cessation of my association with the Company, for any reason, I shall immediately turn over to the Company any "proprietary information," as defined below. I shall have no right to retain any copies of any material qualifying as "proprietary information" for any reason whatsoever after termination of my employment or cessation of my association with the Company, without the express written consent of the Company.
- **Non-Disclosure** It is understood and agreed that, in the course of my employment hereunder and through my activities for and on behalf of the Company, I will receive, deal with and have access to the Company's "proprietary information" and I hold the Company's "proprietary information" in trust and confidence for the Company. I agree that I shall not, during the term of this Agreement or thereafter, in any fashion, form or manner, directly or indirectly, retain, make copies of, divulge, disclose or communicate to any person, in any manner whatsoever, except when necessary or required in the normal course of my employment hereunder and for the benefit of the Company or with the express written consent of the Company, any of the Company's "proprietary information" or any information of any kind, nature or description whatsoever concerning any matters affecting or relating to the Company's business.
- **Proprietary Information Defined.** For purposes of this Agreement, "proprietary information" means and includes the following: the identity of clients or customers or potential clients or customers of the Company; any written, typed or printed lists or other materials identifying the clients or customers of the Company; any

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Lokesh (Jan 10, 2022 18:40 GMT+5.5)

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financial or other information supplied by clients or customers of the Company; any and all data or information involving the techniques, programs, methods or contacts employed by the Company in the conduct of its business; any lists, documents, manuals, records, forms, or other material used by the Company in the conduct of its business; any descriptive materials describing the methods and procedures employed by the Company in the conduct of its business; and any other secret or confidential information concerning the Company's business or affairs. The terms "list" and "document" (or their equivalent) as used in this Section are not limited to a physical writing or compilation but also include any and all information whatsoever regarding the subject matter of the "list" or "document," whether or not such compilation has been reduced to writing.

3. Inventions

- a. Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment or association with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- b. Assignment of Inventions Any and all inventions, products, designs, discoveries, literary works, art works and work product of any nature (collectively, the "Inventions"), whether or not can be patented or copyrightable, which I have conceived and/or made during my employment or association with the Company, whether or not during working hours, and which have or may have any applicability to any aspect of the business of the Company, shall be the sole and exclusive property of the Company, and by the execution hereof, I hereby irrevocably assign, transfer and convey to the Company all of my right, title and interest in and to all Inventions, which may be developed during my employment or association with the Company (solely or jointly with others). I shall inform the Company of any Inventions promptly after it has been conceived and/or made in the detail necessary to permit the Company to understand the same and practice them without the exercise of further inventive skill. When required to do so by the Company, I shall execute any and all documents necessary to desirable to convey title in any copyright or patent applications covering any of such Inventions in India or in foreign countries. However, the failure on my part to so execute any such documents shall in no way be deemed to affect the assignment, transfer and conveyance of such Inventions to the Company hereby.
- c. Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- d. Patent and Copyright Registrations I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company and its nominees the sole and exclusive rights, the title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in

Signature 
Lokesh (Jan 10, 2022 18:40 GMT+5:5)

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my power to do so, any such instrument or papers shall continue after the termination of my employment or cessation of my association with the Company. If the Company is unable, because of my mental or physical incapacity or for any other reason, to secure my signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

4. Non-Competition I agree that, during the term of my employment or association with the Company, I will not engage in any other employment, occupation, consulting or other business activity with any Third Parties, directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company. I also agree that after the termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not undertake any employment or enter into any kind of association with any Third Parties for a period of eighteen (18) months in India or any place outside India where I was posted by the Company in the last eighteen (18) months prior to the termination of my employment or cessation of my association with the Company, where such Third Parties are in competitive business with the Company and whereby to carry out my functions with such Third Parties I may be obliged to use any of the Confidential Information, Proprietary Information, Inventions belonging to the Company or Third Party Information made available to the Company. I further agree that I shall abide by the provisions of Exhibit B as and where applicable to myself. I understand that if I violate the above undertaking then I shall be liable for suitable damages, which will be decided at the discretion of the Company after taking into consideration the nature and extent of the violation. I acknowledge that the Confidential Information, Proprietary Information or Inventions constitute one of Company's main strengths, and that the Company has a legitimate interest in including a non-competition clause in this Agreement. I also agree that if any of the provisions of this Agreement is violated or likely to be violated then the Company shall also be entitled to move for injunction against me before a competent court

5. Returning Company Documents I agree that, at the time of leaving the employment or on the cessation of my association with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all Confidential Information, Proprietary Information or Inventions or reproductions of any aforementioned items developed by me pursuant to my employment or association with the Company or otherwise belonging to the Company.

6. Protection of Systems & Environment I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet usage Policy, Information Security Policy etc., and their modifications from time to time. I understand that as part of my job requirement, I may be required to or would have access to Company's and Company customer's work and computer environment and as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems, unless specifically and expressly directed in writing by the Company to do so.

Signature


Lokesh (Jan 10, 2022 18:40 GMT+5.5)

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I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

7. Notification to New Employer In the event that I leave the employment or if my association with the Company ceases, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this undertaking.

8. Solicitation of Employees For a period of eighteen (18) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.

9. Solicitation of Customers I agree that during the term of my employment or association with the Company and for a period of eighteen (18) months thereafter, I shall not solicit or cause or authorize directly or indirectly to be solicited, or accept or cause or authorize directly or indirectly to be accepted, for or on behalf of myself or Third Parties, any business from any Third Parties who are, at any time within eighteen (18) months prior to termination of my employment or cessation of my association, customers or prospects of the Company.

10. Solicitation of Business Partners I agree that during the term of my employment or association with the Company and for a period of eighteen (18) months thereafter, I shall not solicit or authorize directly or indirectly to be solicited for or on behalf of myself or any Third Parties any of the Principals, Distributors, Agents, Re-sellers, Joint Venture Partners, Dealers, any major Suppliers or any business partners of the Company, who have at any time within eighteen (18) months prior to the termination of my employment or cessation of my association have a relationship with the Company, to disassociate or modify their relationship with the Company to my benefit or to the benefit of any Third Parties. This shall include any of the parties with whom the Company made substantial progress in negotiating any relationship in the nature described above.

11. Representations I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment or association with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

12. General Provisions

- Governing Law: Consent to Personal Jurisdiction:** The laws of the Republic of India shall govern this Agreement. I hereby expressly consent to the jurisdiction of such competent courts in India for any lawsuit filed there against me by the Company arising from or relating to this Agreement.
- Entire Agreement:** This Agreement and my employment agreement with the Company set forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior agreements and discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
- Severability:** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

Dated: 10-Jan-2022

Signature


Lokesh (Jan 10, 2022 18:40 GMT+5.5)

THUMBALLI LOKESH

Name of Employee (typed or printed)

Witness Name _____

Witness Signature 
Uma Maheswari (Jan 10, 2022 18:43 GMT+5.5)

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FORM "F"

Emp.Code No.

See sub-rule(1) of Rule 6

NOMINATION

To

M/s. HCL Technologies Limited
A-11, Sector-16
Noida - 201 301

1. Mr/Ms. THUMBALLI LOKESH(Name in Full here) whose particulars are given in the statement below, hereby nominate the person(s) mentioned below to receive the gratuity payable after my death as also the gratuity standing to my credit in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount of gratuity shall be paid in proportion indicated against the name(s) of the nominee(s).
2. I hereby certify that the person(s) mentioned is a/are member(s) of my family within the meaning of clause (h) of Section (s) of the Payment of Gratuity Act, 1972.
3. I hereby declare that I have no family within the meaning of clause (h) of Section 2 of the Said Act.
4. (a * My father/mother /Parents is/are not dependent upon me.(b My husband's father/mother/parents is/are not dependent on my husband
5. I have excluded my husband from my family by a notice dated the _____ to the controlling authority in terms of the provision to clause (h) of Section 2 of the Said Act
6. Nomination made herein invalidates my previous nomination.

NOMINEE (S)

Name of nominee/nominees	Address of Nominee	Nominee's relationship with the Employee	Age of Nominee	Proportion by which the Gratuity will be shared
Lakshmi kanthappa	4-1a gopulapuram kanekal anantapur	Father-in-law	50	100


 Lokesh (Jan 10, 2022 18:40 GMT+5.5)

Signature_____

STATEMENT

Name of the employee in Full THUMBALLI LOKESH
 Sex Male
 Religion Hindu
 Whether Unmarried/Married/Widow/Widower Single
 Department/Branch/Section where employed _____
 Post Held with Emp.Code No.,if any _____
 Date of Appointment 10-Jan-2022
 Permanent Address of the employee C/O : , 4-1A Gopulapuram(Village),
 ,Hulekera(Post),kanekal,Anantapur,
 Andhra Pradesh,India,
 517865, Telephone No : 9704934734

Place Bengaluru
 Date 10-Jan-2022


Lokesh (Jan 10, 2022 18:40 GMT+5.5)
 Signature or thumb impression of the Employee

DECLARATION BY WITNESSES

Nomination signed/thumb - impressed before me

Name in full and full addresses of witnesses


1 _____

Place _____

2 _____

Date 10-Jan-2022

Signature of Witnesses :

1 
Uma maheswari (Jan 10, 2022 18:43 GMT+5.5)

2 
Lakshmi (Jan 10, 2022 18:44 GMT+5.5)

CERTIFICATE BY THE EMPLOYER

Certified that the particulars of the above nomination have been verified and recorded in this establishment.

Employer's Reference No. If any.

Signature of the employer or other
 Authorised Officers of the Establishment.
 Designation

Dated the : _____

Name and Address of the
 Establishment or Rubber Stamp Thereof

NOMINATION FORM**Emp.Code No.**

To

M/s. HCL Technologies Limited**A-11, Sector-16****Noida - 201 301**

1. I, Mr/Ms. THUMBALLI LOKESH (Name in Full here) , hereby nominate the person(s) mentioned below to receive the benefits under the Term Life and Group personal accident Policy , payable after my death in proportion indicated against the name(s) of the nominee(s).
2. This document supercedes any previous nominations.



NOMINEE (S)

Name of nominee/nominees	Address of Nominee	ID No.	Nominee's relationship with the Employee	Age of Nominee	Proportion by which the Insurance amount will be shared	Name of Guardian (In case nominee is a minor)
Lakshmi kanthappa	4-1a gopulapuram kanekal anantapur		Father-in-law	50	100	

Note : * ID No. could be either Passport No. / Driving License No. / Voter's ID No. / PAN Card No


 Lokesh (Jan 10, 2022 18:40 GMT+5.5)

Signature_____

Name of the employee in Full	<u>THUMBALLI LOKESH</u>
Father's / Husband's Name	_____
Residential Address	<u>C/O : , 4-1A Gopulapuram(Village), ,Hulekera(Post),kanekal,Anantapur, Andhra Pradesh,India, 517865, Telephone No : 9704934734</u>
Gender	<u>Male</u>
Marital Status	<u>Single</u>
Date of Birth	<u>24/08/1999</u>
Designation	<u>NA</u>
Emp. Code No.	
Date of Appointment	<u>10-Jan-2022</u>
Place	<u>Bengaluru</u>
Date	<u>10-Jan-2022</u>
	  Signature or thumb impression of the Employee
DECLARATION BY WITNESSES	
Nomination signed/thumb - impressed before me	
Name in full and full addresses of witnesses	
1	
2	
<u>Signature of witnesses :</u>	
1	  Uma maheswari (Jan 10, 2022 18:43 GMT+5.5)
2	  Lakshmi (Jan 10, 2022 18:44 GMT+5.5)
Date: 10-Jan-2022	Place:.....
Date: 10-Jan-2022	Place:.....

Terms & Conditions of Employment Agreement

Name of the Joinee : THUMBALLI LOKESH

Location : Bengaluru

Date : 10-Jan-2022

Appointment Ref. No. : _____

Please read through this document carefully, sign at the end and hand this over along with your other joining papers. This is necessary and forms part of your joining papers.

Agreement to Terms & Conditions of Employment

1. You are required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If you are found guilty at any point of time of moral turpitude or of dishonesty in dealing with the company's money or material or documents or of theft or of misappropriation regardless of the value involved, your services would be terminated with immediate effect notwithstanding other terms and conditions mentioned in this letter.
2. If during the period of your service, the Management comes to the conclusion that you have committed any misconduct, you may be dismissed from service as per the rules of the company with immediate effect, notwithstanding anything else mentioned in this letter.
3. You are required not to engage yourself in any other gainful or commercial employment, business or activity part-time or full-time, directly, indirectly or simultaneously as long as you are employed with HCL Technologies India Pvt. Ltd. or engage yourself directly or indirectly in any other profitable business connected with the dealings or activities of the company in any way. Any action to the contrary would render your services liable for termination notwithstanding any other conditions in this letter.
4. You are required to maintain the secrecy of, and not to divulge or communicate in any manner, any information regarding your remuneration to any other employee of the Company except to your immediate superior.
5. Your appointment and its continuance is subject to your being certified physically and mentally fit by a qualified registered medical practitioner (RMP) nominated by the Company. The opinion of the RMP nominated by the company shall be final & binding on the parties.

Shilpa Agarwal

AUTHORISED SIGNATORY

Name : THUMBALLI LOKESH

Date : 10-Jan-2022

Signature : _____

Lokesh (Jan 10, 2022 18:40 GMT+5.5)

For execution by all the employees of the Company

UNDERTAKING

As a condition and consideration of my employment or association with HCL Technologies, Ltd, its subsidiaries, affiliates, successors and assigns (together the "Company"), in a responsible position and my receipt of the compensation now and hereafter paid to me by the Company, I hereby agree to the following:

1. Confidential Information

- a. Company Information I confirm that protection of the Company's Confidential Information and goodwill is of utmost necessity and that I agree that I shall not, directly or indirectly, except where authorized by the competent authority of the Company for the benefit of the Company at any time divulge, communicate or disclose to any persons, firms, corporations, companies, company's clients / customers, governmental entities or agencies or any other entities, other than the Company ("Third Parties"), or use or cause or authorize any Third Parties to use except for the benefit of the Company, any such Confidential Information, or any other information which I know or should know by virtue of being the employee of the Company, whether or not any of the foregoing information is actually novel or unique, except as otherwise required by law,
- b. Former employer Information I agree that I will not, during my employment or association with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or Third Parties and that I will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer or Third Parties unless consented to in writing by such employer or Third Parties.
- c. Third Party Information. I recognize that the Company has received and in the future will receive from Third Parties, which may or may not be the customers or prospective customers of the Company, their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company in conformity with the Company's agreement with such Third Party.
- d. Employee Has and Shall Receive Confidential Information I acknowledge that I have been provided with information about the Company during the term of my employment or association with the Company (including any renewals or extensions) and my employment or association will continue to bring me into close contact with confidential affairs of the Company. Thus, I acknowledge that by reason of my employment or association with the Company, I will acquire Confidential Information.
- e. Employee Acknowledges Importance of Confidential Information I acknowledge that all Confidential Information is of great value to Company, and essential to preservation of the business and the goodwill of the Company.
- f. Employee's Services Special and Unique I recognize the duties and services to be performed by myself, as an employee or associate of the Company, are special, extraordinary and unique, and intellectual in nature.

Signature


Lokesh (Jan 10, 2022 18:40 GMT+5:5)

HCL Technologies Confidential

g. Confidential Information shall include all:

1. Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, funding information, customer and prospect names and requirements, employee, customer, agents, supplier and distributor data, business strategies, plans, assets, liabilities, revenues, profits price lists and other material or information relating to the Company's business and the manner in which the Company carries out its business:
2. Computer software whether now or hereafter existing, developed for use of any operating system or machine, all modifications, enhancements, and versions and all options available with respect thereto, and all future products developed or derived there from.
3. Source and object code, flowcharts, algorithms, coding sheets, routines, sub- routines, compilers, assemblers, design concepts and related documentation and manuals.
4. Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, products, patents, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, procedures, methods, designs, strategies and any other information required for carrying out the business of the Company. These shall also include any information about the customers and clients of the Company.
5. All other materials or information related to the business or activities of the Company, which are not generally known to others engaged in similar businesses or activities.
6. All ideas which are derived from or related to my access to or knowledge of any of the enumerated materials and information, and
7. All information about or belonging to suppliers and clients of, and all parties to any agreement with, the Company which would be confidential information pursuant to the above definition if such other parties were in the position of the Company.
8. The markets, customers, prospective customers (whom Company has contacted, made sales presentations, provided bids, or otherwise specifically solicited during the Term hereof), suppliers, vendors and employees of the Company, records of transactions, and other information concerning the business of Company. Such customers or prospects shall include, but not limited to customers of the Company on whom I called or with whom I became acquainted while being associated with the Company.
9. The absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential Information.

I understand that "Confidential Information" for this purpose shall mean and include all information, regardless of the form and whether oral, written, stored in a computer database or otherwise, which has been disclosed by the Company or any of its employees or promoters to myself. I understand that Confidential Information does not include any of the foregoing items, which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I hereby accept the responsibility for maintaining the secrecy and confidentiality of such Information and all portions thereof during the term of my employment or association with the Company and for a period of eighteen (18) months thereafter following the termination of my employment or cessation of my association with the company and

Signature


Lokesh (Jan 10, 2022 18:40 GMT+5.5)

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recognize without any objection or protest the unequivocal right of the Company to ascertain from my employers of any breach or threatened breach by me of this undertaking.


f) Ownership of Confidential Information

- All rights, title and interest in all Confidential Information shall be and remain the exclusive property of the Company including all Confidential Information developed in whole or in part by me during my assignment with the Company, I agree and shall assign to the Company all right, title and interest I may have in such Confidential Information and to execute any instruments and to do all other things reasonably requested by the Company both during both during and after my tenure with Company in order to vest more fully in the Company all ownership rights in Confidential Information transferred by me to the Company.
- If any one or more of the items described above are protected under the copyright laws and international copyright treaty and are deemed in any way to fall with the definition of "work made for hire", the copyright of which shall be owned solely, completely and exclusively by the Company. If any one or more of the aforementioned items are protected by categories of work covered by the "work made for hire" definition contained under any relevant law of any nation or jurisdiction, such items shall be deemed to be assigned and transferred completely and exclusively to the Company by virtue of the execution of this Agreement.

g). Materials. All notes, data, tapes, reference items, sketches, drawings, memoranda, records and other materials in any way relating to Confidential Information or otherwise to the Company's business shall belong exclusively to the Company, and I shall return to the Company all copies of such materials in my possession or under my control at the request of the Company or, in the absence of such a request, upon the termination of my employment or cessation of my association with the Company. This section will be enforceable against my heirs, successors and assigns.

2. Proprietary Information

- **Return of Proprietary Information** Upon termination of my employment or cessation of my association with the Company, for any reason, I shall immediately turn over to the Company any "proprietary information," as defined below. I shall have no right to retain any copies of any material qualifying as "proprietary information" for any reason whatsoever after termination of my employment or cessation of my association with the Company, without the express written consent of the Company.
- **Non-Disclosure** It is understood and agreed that, in the course of my employment hereunder and through my activities for and on behalf of the Company, I will receive, deal with and have access to the Company's "proprietary information" and I hold the Company's "proprietary information" in trust and confidence for the Company. I agree that I shall not, during the term of this Agreement or thereafter, in any fashion, form or manner, directly or indirectly, retain, make copies of, divulge, disclose or communicate to any person, in any manner whatsoever, except when necessary or required in the normal course of my employment hereunder and for the benefit of the Company or with the express written consent of the Company, any of the Company's "proprietary information" or any information of any kind, nature or description whatsoever concerning any matters affecting or relating to the Company's business.
- **Proprietary Information Defined.** For purposes of this Agreement, "proprietary information" means and includes the following: the identity of clients or customers or potential clients or customers of the Company; any written, typed or printed lists or other materials identifying the clients or customers of the Company; any

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financial or other information supplied by clients or customers of the Company; any and all data or information involving the techniques, programs, methods or contacts employed by the Company in the conduct of its business; any lists, documents, manuals, records, forms, or other material used by the Company in the conduct of its business; any descriptive materials describing the methods and procedures employed by the Company in the conduct of its business; and any other secret or confidential information concerning the Company's business or affairs. The terms "list" and "document" (or their equivalent) as used in this Section are not limited to a physical writing or compilation but also include any and all information whatsoever regarding the subject matter of the "list" or "document," whether or not such compilation has been reduced to writing.

3. Inventions

- a. Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment or association with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- b. Assignment of Inventions Any and all inventions, products, designs, discoveries, literary works, art works and work product of any nature (collectively, the "Inventions"), whether or not can be patented or copyrightable, which I have conceived and/or made during my employment or association with the Company, whether or not during working hours, and which have or may have any applicability to any aspect of the business of the Company, shall be the sole and exclusive property of the Company, and by the execution hereof, I hereby irrevocably assign, transfer and convey to the Company all of my right, title and interest in and to all Inventions, which may be developed during my employment or association with the Company (solely or jointly with others). I shall inform the Company of any Inventions promptly after it has been conceived and/or made in the detail necessary to permit the Company to understand the same and practice them without the exercise of further inventive skill. When required to do so by the Company, I shall execute any and all documents necessary to desirable to convey title in any copyright or patent applications covering any of such Inventions in India or in foreign countries. However, the failure on my part to so execute any such documents shall in no way be deemed to affect the assignment, transfer and conveyance of such Inventions to the Company hereby.
- c. Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- d. Patent and Copyright Registrations I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company and its nominees the sole and exclusive rights, the title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in

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my power to do so, any such instrument or papers shall continue after the termination of my employment or cessation of my association with the Company. If the Company is unable, because of my mental or physical incapacity or for any other reason, to secure my signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

4. Non-Competition I agree that, during the term of my employment or association with the Company, I will not engage in any other employment, occupation, consulting or other business activity with any Third Parties, directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company. I also agree that after the termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not undertake any employment or enter into any kind of association with any Third Parties for a period of eighteen (18) months in India or any place outside India where I was posted by the Company in the last eighteen (18) months prior to the termination of my employment or cessation of my association with the Company, where such Third Parties are in competitive business with the Company and whereby to carry out my functions with such Third Parties I may be obliged to use any of the Confidential Information, Proprietary Information, Inventions belonging to the Company or Third Party Information made available to the Company. I further agree that I shall abide by the provisions of Exhibit B as and where applicable to myself. I understand that if I violate the above undertaking then I shall be liable for suitable damages, which will be decided at the discretion of the Company after taking into consideration the nature and extent of the violation. I acknowledge that the Confidential Information, Proprietary Information or Inventions constitute one of Company's main strengths, and that the Company has a legitimate interest in including a non-competition clause in this Agreement. I also agree that if any of the provisions of this Agreement is violated or likely to be violated then the Company shall also be entitled to move for injunction against me before a competent court

5. Returning Company Documents I agree that, at the time of leaving the employment or on the cessation of my association with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all Confidential Information, Proprietary Information or Inventions or reproductions of any aforementioned items developed by me pursuant to my employment or association with the Company or otherwise belonging to the Company.

6. Protection of Systems & Environment I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet usage Policy, Information Security Policy etc., and their modifications from time to time. I understand that as part of my job requirement, I may be required to or would have access to Company's and Company customer's work and computer environment and as such undertake not to incorporate into Company's and any customer deliverables, software, computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems, unless specifically and expressly directed in writing by the Company to do so.

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I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such monies from me.

7. Notification to New Employer In the event that I leave the employment or if my association with the Company ceases, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this undertaking.

8. Solicitation of Employees For a period of eighteen (18) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.

9. Solicitation of Customers I agree that during the term of my employment or association with the Company and for a period of eighteen (18) months thereafter, I shall not solicit or cause or authorize directly or indirectly to be solicited, or accept or cause or authorize directly or indirectly to be accepted, for or on behalf of myself or Third Parties, any business from any Third Parties who are, at any time within eighteen (18) months prior to termination of my employment or cessation of my association, customers or prospects of the Company.

10. Solicitation of Business Partners I agree that during the term of my employment or association with the Company and for a period of eighteen (18) months thereafter, I shall not solicit or authorize directly or indirectly to be solicited for or on behalf of myself or any Third Parties any of the Principals, Distributors, Agents, Re-sellers, Joint Venture Partners, Dealers, any major Suppliers or any business partners of the Company, who have at any time within eighteen (18) months prior to the termination of my employment or cessation of my association have a relationship with the Company, to disassociate or modify their relationship with the Company to my benefit or to the benefit of any Third Parties. This shall include any of the parties with whom the Company made substantial progress in negotiating any relationship in the nature described above.

11. Representations I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment or association with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

12. General Provisions

- Governing Law: Consent to Personal Jurisdiction:** The laws of the Republic of India shall govern this Agreement. I hereby expressly consent to the jurisdiction of such competent courts in India for any lawsuit filed there against me by the Company arising from or relating to this Agreement.
- Entire Agreement:** This Agreement and my employment agreement with the Company set forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior agreements and discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
- Severability:** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

Dated: 10-Jan-2022

Signature


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THUMBALLI LOKESH

Name of Employee (typed or printed)

Witness Name _____

Witness Signature _____

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EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP


Title	Date	Identifying Number or Brief Description
-------	------	-----------------------------------------

_____ No inventions or improvements

_____ Additional Sheets attached

Print Name of Employee: **THUMBALLI LOKESH**

Date: **10-Jan-2022**


Signature 
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EXHIBIT B

The following are the activities, as applicable, the Employee has agreed not to do after the termination of his employment or cessation of his association with the Company. These are not exhaustive in nature and are in addition to the obligations he has already undertaken in the Agreement:


1. Shall not during the term of his employment or association with the Company and for a period of eighteen (18) months thereafter, solicit or cause or authorize directly or indirectly to be solicited, or accept or cause or authorize directly or indirectly to be accepted, for or on behalf of himself or any Third Parties any project on which he had worked for any customer(s) of the Company in a period of eighteen (18) months prior to the termination of his employment or cessation of his association with the Company. He shall also not work on any project(s) similar to any project(s), he is or was working for any customer(s) of the Company for a period of eighteen (18) months prior to the termination of his employment or cessation of his association with the Company, for any competitor(s) of the said customer(s) of the Company during the term of his employment or association with the Company and for a period of eighteen (18) months thereafter.
2. Cannot make use of any exclusive project related technology applied by the Company and about, which he came to know during his employment or association with the Company.
3. Cannot work on similar project(s), for and on behalf of any Third Parties, which he is or was working on for a period of eighteen (18) months prior to the termination of his employment or cessation of his association with the Company, using non-generic (specific methodology, techniques etc.) skills acquired during his employment or association with the Company.
4. Cannot use or divulge any proprietary or confidential tool, technology, methods, processes, project methodology of the Company as well as that of any of the clients or customers of the Company for which he worked or came into contact during his employment or association with the Company.
5. Cannot prospect with customers visited as the Company sales employee for a period up to 18 months from cessation of service. Cannot also make sales calls to any prospect in the concerned region of the geography of the Company for a period of 18 months from cessation of service.
6. Cannot join the sales department of such Third Parties who are or were customers of the Company for eighteen (18) months prior from the date of the termination of his employment or cessation of his association with the Company and with which he was dealing with directly as the contact person for the Company.
7. Cannot divulge to any Third Parties about the sales revenues of the Company from its customers in India or any place outside India where he was posted by the Company in the last eighteen (18) months prior to the termination of his employment or cessation of his association with the Company or the sales revenue of any other territory if he came to know about the same because of his employment or association with the Company.
8. Cannot divulge or use or share with any Third Parties the sales and marketing strategy and competition, sales plans, account plans, strategies, documents and presentations and any related information about the Company, which are in the nature of proprietary information of the Company and, which he came to know about because of his

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employment or association with the Company, for his own benefit or for the benefit of any Third Parties for eighteen (18) months prior to the termination of his employment or cessation of his association with the Company.

9. Cannot divulge or use, utilize, divulge or share with any Third Parties any information, facts, information, documents and any related information about the Company, which are in the nature of proprietary information of the Company or otherwise and, which he came to know about because of his employment or association with the Company, for his own benefit or for the benefit of any Third Parties for eighteen (18) months prior to the termination of his employment or cessation of his association with the Company.

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Internet Usage and Electronic Mail Policy

Objective:

To lay down the rules and regulations governing usage of HCL Technologies' Internet Connectivity and E-mail facility for enhanced operational performance and adhering to legal, security and safety requirements.

Scope:


This Policy is applicable to all employees of HCL Technologies who access Internet and E-mail from their work premises, whether at HCL Technologies centers and offices or at on-site assignment locations/customer premises. This guideline is applicable to all systems under the jurisdiction and/or ownership of HCL Technologies, inclusive of hired systems.

Need for Policy:

- Loss of confidential data: Company sensitive information may leak out through E-mail, FTP or Newsgroup Communications.
- Potential Legal liabilities or negative publicity through inappropriate usage of Internet.
 - Violation of software licensing laws by illegally downloading unlicensed software from Internet.
 - Conduct of personal business using company resources.
 - Visit to inappropriate sites allowing company domain to be captured, possibly resulting in negative publicity
- Loss of employee productivity: Management is concerned about the impact of non-business related surfing on employee productivity and cost associated with wasted time/salary.
- Internet Access is not free. Non-business usage of Internet results in real costs to the organization- for example, the cost to upgrade network resources such as leased lines, routers, and disk storage in order to handle increased load.

Internet:

- Company provides access to vast information resources of the Internet to help the employees do their jobs faster and smarter and be a well-informed business citizen. Company in turn expects the employees to use these resources optimally.
- All existing company policies apply to their conduct on the Internet especially those that deal with intellectual property protection, privacy, sexual harassment, information and data security.
- Each employee using the Internet facilities shall identify himself/herself honestly and completely when participating in chats, Newsgroups
- Any unauthorized downloaded software via Internet into the company's network is a legal liability to the company. Any such files / softwares may be used only in ways that are consistent with licenses or copyrights.
- Any unusual activity observed in Internet usage shall be reported as an Information Security incident. Refer to Incident Reporting Template in ISMS.

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Note: Refer to Internet Usage Guidelines in ISMS for additional information.


E-Mail:

- The use of email systems must be related to business needs. Incidental or occasional personal use of email may occur when such use does not generate a direct cost for HCL Technologies.
- HCL Technologies is committed to respecting the rights of its employees, including their reasonable expectation of privacy. HCL will not monitor electronic mail as a routine matter but it may do so to the extent permitted by laws, as HCL Technologies deems necessary for purposes of maintaining the integrity and effective operation of the electronic mail systems.
- To the extent permitted by law, HCL Technologies reserves the right to access and disclose the contents of user's electronic mail.
- Company reserves the right to intercept and filter out incoming attachments in e-mails, if found malicious and unauthorized.
- All messages generated on or handled by electronic communications systems, including back-up copies are considered to be the property of HCL Technologies and are not the property of users of the electronic communication services.
- Any unusual activity observed in E-mail usage shall be reported as an Information Security incident. Refer Incident Reporting Template.

Note: Refer to *Electronic Mail Guidelines in ISMS*.

E-mail Etiquette:

- Write well-structured mails. Always include a short and descriptive and meaningful subject heading.
- Compress attachments whenever possible.
- Do not send unnecessary attachments.
- Clean up e-mails before forwarding them, so that the original idea is not hidden in obfuscation.
- Don't send or forward e-mails containing libelous, defamatory or offensive remarks.
- Only mark emails as important/priority if they are really important.
- Don't write emails in Capital letters.
- Include your name, job title, contact details in the signature.

Signature 
Lokesh (Jan 10, 2022 18:40 GMT+5.5)

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Undertaking on Information Security Policy Compliance

E-Mail Policy:

I have read and understood the Company's Electronic Mail Policy. I fully understand the terms of this policy and agree to abide by them. I realize that the company's security software may scan and record, for management use, all mails I send and receive

Internet Policy:

I have read and understood the company's Internet usage policy. I fully understand the terms of this policy and agree to abide by them. I realize that the company's security software may record the Internet address of any site that I visit and keep a record of any network activity in which I transmit or receive, for management use.

Camera Usage Policy:

I understand that photography inside Company's premises is not permitted through the usage of any device. Mobile phones and similar devices with cameras shall be utilized for voice communication and short messaging service purposes only.

Removable Media Usage Policy:

I understand that usage of any unauthorized removable media inside the Company's premises with the intent of copying information is strictly prohibited. Any violation could lead to dismissal or even criminal prosecution.

I am aware and accept applicable disciplinary actions, including dismissal or criminal prosecution, in case of violating the above policies.

SAM- Clause:

I agree to abide by all terms and conditions listed in the Software Asset Management (SAM) Policy at all times. I will ensure that software will be installed on my machine only after I have received the requisite approvals for the same. I also agree to keep track of the software inventory on my machine(s), and to take necessary corrective actions if any installation is not in accordance with the SAM Policy. I further agree that the company will not accept any liability in respect of any unauthorized use of software and I shall be personally liable for any damages or other liability arising on account of violation of SAM policy.

Signature 
Lokesh (Jan 10, 2022 18:40 GMT+5.5)

Name: **THUMBALLI LOKESH**

Employee Code:

Place: **Bengaluru**

Date: **10-Jan-2022**

L.O.B.: **ERS MMT-DIGITAL TECH**

Facility: **Client Location**

(To be retained by the employer for future reference)

EMPLOYEES' PROVIDENT FUND ORGANISATION
Employee's Provident fund Scheme, 1952 (Paragraph 34 & 57) &
Employee's Pension Scheme, 1995 (Paragraph 24)


(Declaration by a person taking up employment in any establishment on which EPF Scheme, 1952 and /or EPS, 1995 is applicable)

1	Name of the member	THUMBALLI LOKESH
2	Father's Name : <input checked="" type="checkbox"/> Spouse's Name : <input type="checkbox"/> (Please tick whichever is applicable)	Veeresh thumballi
3	Date of Birth: (DD/MM/YYYY)	24/08/1999
4	Gender: (Male/Female/Transgender)	Male
5	Marital Status: (Married/Unmarried/Widow/Divorcee)	Single
6	(a) Email Id : (b) Mobile No.:	(a) thumballalokesh@gmail.com (b) 8639770980
7	Whether earlier a member of Employee's Provident Fund Scheme, 1952	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8	Whether earlier a member of Employee's Pension Scheme, 1995	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
9	Previous employment details: [if Yes to 7 AND/OR 8 above]	
	a) Universal Account Number :	
	b) Previous PF Account Number :	
	c) Date of exit form previous employment : (DD/MM/YYYY)	
	d) Scheme Certificate No. (if issued)	
10	e) Pension Payment Order (PPO) No.(if issued)	
	a) International Worker :	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	b) If yes, state country of origin (India/Name of the other country)	
	c) Passport No.	
11	d) Validity of passport [(DD/MM/YYYY) to (DD/MM/YYYY)]	
	KYC Details: (attach self attested copies of following KYCs)	
	a) Bank Account No. & IFS Code	
	b) AADHAR Number	9101 1401 8965
	c) Permanent Account Number (PAN), if available	APTPL0845A

UNDERTAKING

- 1) Certified that the particulars are true to the best of my knowledge.
- 2) I authorize EPFO to use my Aadhar for verification/authentication/eKYC purpose for service delivery.
- 3) Kindly transfer the funds and service details, if applicable, from the previous PF account as declared above to the present P.F. Account.
(The transfer would be possible only if the identified KYC detail approved by previous employer has been verified by present employer using his Digital Signature Certificate)
- 4) In case of changes in above details, the same will be intimated to employer at the earliest.

Date : **10-Jan-2022**Place : **Bengaluru**


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 Signature of Member

DECLARATION BY PRESENT EMPLOYER

A. The member Mr./Ms./Mrs. has joined on and has been allotted PF Number

B. In Case the person was earlier not a member of EPF Scheme, 1952 and EPS, 1995:

(Post allotment of UAN) The UAN allotted for the member is

Please Tick the Appropriate Option :

The KYC details of the above member in the UAN database

- ☐ Have not been uploaded
- ☐ Have been uploaded but not approved
- ☐ Have been uploaded and approved with DSC

C. In Case the person was earlier a member of EPF Scheme, 1952 and EPS, 1995:

The above PF Account number/UAN of the member as mentioned in (A) above has been tagged with his/her UAN/Previous Member ID as declared by member

Please Tick the Appropriate Option:

- ☐ The KYC details of the above member in the UAN database have been approved with Digital Signature Certificate and transfer request has been generated on portal.
- ☐ As the DSC of establishment are not registered with EPFO, the member has been informed to file physical claim (Form-13) for transfer of funds from his previous establishment.

Date :

Signature of Employer with Seal of Establishment


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FORM "F"

Emp.Code No.

See sub-rule(1) of Rule 6

NOMINATION

To

M/s. HCL Technologies Limited
A-11, Sector-16
Noida - 201 301

1. Mr/Ms. THUMBALLI LOKESH(Name in Full here) whose particulars are given in the statement below, hereby nominate the person(s) mentioned below to receive the gratuity payable after my death as also the gratuity standing to my credit in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount of gratuity shall be paid in proportion indicated against the name(s) of the nominee(s).
2. I hereby certify that the person(s) mentioned is a/are member(s) of my family within the meaning of clause (h) of Section (s) of the Payment of Gratuity Act, 1972.
3. I hereby declare that I have no family within the meaning of clause (h) of Section 2 of the Said Act.
4. (a * My father/mother /Parents is/are not dependent upon me.(b My husband's father/mother/parents is/are not dependent on my husband
5. I have excluded my husband from my family by a notice dated the _____ to the controlling authority in terms of the provision to clause (h) of Section 2 of the Said Act
6. Nomination made herein invalidates my previous nomination.

NOMINEE (S)

Name of nominee/nominees	Address of Nominee	Nominee's relationship with the Employee	Age of Nominee	Proportion by which the Gratuity will be shared
Lakshmi kanthappa	4-1a gopulapuram kanekal anantapur	Father-in-law	50	100


 Lokesh (Jan 10, 2022 18:40 GMT+5.5)

Signature_____

STATEMENT

Name of the employee in Full THUMBALLI LOKESH
 Sex Male
 Religion Hindu
 Whether Unmarried/Married/Widow/Widower Single
 Department/Branch/Section where employed _____
 Post Held with Emp.Code No.,if any _____
 Date of Appointment 10-Jan-2022
 Permanent Address of the employee C/O : , 4-1A Gopulapuram(Village),
 ,Hulekera(Post),kanekal,Anantapur,
 Andhra Pradesh,India,
 517865, Telephone No : 9704934734

Place Bengaluru
 Date 10-Jan-2022


Lokesh (Jan 10, 2022 18:40 GMT+5.5)
 Signature or thumb impression of the Employee

DECLARATION BY WITNESSES

Nomination signed/thumb - impressed before me

Name in full and full addresses of witnesses

1 _____

Place _____

2 _____

Date 10-Jan-2022

Signature of Witnesses :

1 _____

2 _____

CERTIFICATE BY THE EMPLOYER

Certified that the particulars of the above nomination have been verified and recorded in this establishment.
 Employer's Reference No. If any.

Signature of the employer or other
 Authorised Officers of the Establishment.
 Designation

Dated the : _____

Name and Address of the
 Establishment or Rubber Stamp Thereof

NOMINATION FORM**Emp.Code No.**

To

M/s. HCL Technologies Limited**A-11, Sector-16****Noida - 201 301**

1. I, Mr/Ms. THUMBALLI LOKESH (Name in Full here) , hereby nominate the person(s) mentioned below to receive the benefits under the Term Life and Group personal accident Policy , payable after my death in proportion indicated against the name(s) of the nominee(s).
2. This document supercedes any previous nominations.

NOMINEE (S)

Name of nominee/nominees	Address of Nominee	ID No.	Nominee's relationship with the Employee	Age of Nominee	Proportion by which the Insurance amount will be shared	Name of Guardian (In case nominee is a minor)
Lakshmi kanthappa	4-1a gopulapuram kanekal anantapur		Father-in-law	50	100	

Note : * ID No. could be either Passport No. / Driving License No. / Voter's ID No. / PAN Card No



 Lokesh (Jan 10, 2022 18:40 GMT+5.5)

Signature_____

Name of the employee in Full	<u>THUMBALLI LOKESH</u>
Father's / Husband's Name	_____
Residential Address	<u>C/O : , 4-1A Gopulapuram(Village), ,Hulekera(Post),kanekal,Anantapur, Andhra Pradesh,India, 517865, Telephone No : 9704934734</u>
Gender	<u>Male</u>
Marital Status	<u>Single</u>
Date of Birth	<u>24/08/1999</u>
Designation	<u>NA</u>
Emp. Code No.	
Date of Appointment	<u>10-Jan-2022</u>
Place	<u>Bengaluru</u>
Date	<u>10-Jan-2022</u>


Lokesh (Jan 10, 2022 18:40 GMT+5.5)

Signature or thumb impression of the Employee

DECLARATION BY WITNESSES

Nomination signed/thumb - impressed before me

Name in full and full addresses of witnesses

1

2

Signature of witnesses :

1 Date: **10-Jan-2022** Place:.....

2 Date: **10-Jan-2022** Place:.....

FORM 2 (Revised)

Emp.Code No.

NOMINATION AND DECLARATION FORM FOR UNEXEMPTED/
EXEMPTED ESTABLISHMENTSDeclaration and Nomination Form under the Employees' provident Funds and
Employees' Pension Scheme

(Paragraphs 33 & 61(1) of the Employees Provident Fund Scheme, 1952 and Paragraph 18 of the Employees' Pension Scheme, 1995)

Name (in Block letters) THUMBALLI LOKESH

Father's/Husband's Name Veeresh thumballi

Date of Birth 24/08/1999

Sex Male

Marital Status Single

Account No. HR/5572/

Permanent Address C/O : , 4-1A Gopulapuram(Village),
,Hulekera(Post),kanekal,Anantapur,
Andhra Pradesh,India,
517865, Telephone No : 9704934734

Temporary Address ,4-1A gopulapuram(village),hulekera(post),Anantapur,kanekal

PART - A (EPF)


I hereby nominate the person(s)/cancel the nomination made by me previously and nominate the person(s) mentioned below to receive the amount standing to my credit in the Employees' Provident Fund, in the event of my death.

Name of nominee/nominees	Address of Nominee	Nominee's relationship with the Employee	Date of Birth	Total amount of share of Accumulations in Provident Fund to be paid to each nominee	If the nominee is a minor, name & relationship & address of the guardian who may receive the amount during the minority of nominee
Lakshmi kanthappa	4-1a gopulapuram kanekal anantapur	Father-in-law	16-Mar-1972	100	

1 * Certified that I have no family as defined in para 2(g) of the Employees' Provident Fund Scheme, 1952 and should

I acquire a Family hereafter the above nomination should be deemed as cancelled.

2 * Certified that my father/mother is/are dependent upon me.


Lokesh (Jan 10, 2022 18:40 GMT+5.5)

Signature or thumb impression of the Employee

*Strike out whichever is not applicable.

Part B (EPS) (PARA18)

I hereby furnish below particulars of the members of my family who would be eligible to receive widow/children pension in the event of my death.

Name	Address	Date of Birth	Relationship with member

** Certified that I have no family as defined in para 2(vii) of Employees' Pension Scheme , 1995 and should I acquire a family hereafter I shall furnish particulars thereon in the above form.

I hereby nominate the following person for receiving the monthly widow pension (admissible under para 16 2(a)(i) and (ii) in the event of my death without leaving any eligible family member for receiving Pension.

Name of the Nominee	Address of the Nominee	Date of Birth	Relationship with member
Lakshmi kanthappa	4-1a gopulapuram kanekal anantapur	16-Mar-1972	Father-in-law

Date: 10-Jan-2022

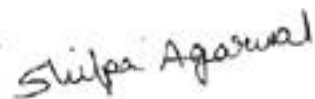
Signature or thumb impression of the subscriber


Lokesh (Jan 10, 2022 18:40 GMT+5.5)

** Strike out whichever is not applicable.

CERTIFICATE BY EMPLOYER

Certified that the above declaration and nomination has been signed/thumb impressed before me by Shri/Smt./Kum. **THUMBALLI LOKESH** employed in my establishment after he/she has read the entries/entries have been read over to him/her by me and not confirmed by him/her.



place : _____

Signature of the employer or other
Authorised Officers of the Establishment.

Designation_____

Dated the : _____

Name & Address of the Factory/
Establishment or Rubber Stamp Thereof

Information Release Authorization

- I certify that the statements made in this application are valid and complete to the best of my knowledge. I understand that false or misleading information may result in termination of employment.
- If upon investigations, any of this information is found to be incomplete or inaccurate, I understand that I will be subject to dismissal at any time during my employment.
- I hereby authorize **HCL technology Ltd** and/or any of its subsidiaries or affiliates and any persons or organizations acting on its behalf (TP -----), to verify the information presented on this application form and to procure an investigative report or consumer report for that purpose.
- I hereby grant authority for the bearer of this letter to access or be provided with full details of my previous records. In addition, please provide any other pertinent information requested by the individual presenting this authority.
- I hereby release from liability all persons or entities requesting or supplying such information.
- I authorize HCL Technology Ltd. to contact my present employer. Yes No
- I have read, understand, and by my signature consent to these statements.

Name (In Block Letters): THUMBALLI LOKESH**Date: 10-Jan-2022****Documents Required(Compulsory)**

Completed & Signed Application Form	Two Passport Size Photographs
Copy of Relevant Education Certificates	Current Address Proof (if stay at current address > 6 months) <u>else</u> Longest Stay Address Proof. Please note: Your name should be mentioned on the address proof. Accepted address proofs: MTNL Bill / Electricity Bill/ Copy of Rent Agreement/ Passport/ Voter Id/ Driving License.
Copy of all past Employment Relieving Letters / Salary Slips	

Signature 
Lokesh (Jan 10, 2022 10:40 GMT+5:5)*All details are compulsory*



Rewarding Performance

COST TO COMPANY(CTC) FOR Thumballi Lokesh

Email: thumballalokesh@gmail.com

Band: E1

Designation: SOFTWARE ENGINEER

Issued Date: Friday, January 7, 2022

Monthly Components (In Rs.)

Basic Salary	15316
House Rent Allowance/Company Leased Accomodation	7235
TOTAL: Monthly (A)	22551
TOTAL: Monthly : Annualised (B)	270612

Annual Components (In Rs.)

Provident Fund	22055
Gratuity	8836
Insurance & Medical Benefits	10000
TOTAL: Annual : (C)	40891

Variable Components(In Rs.)

Engagement PB @ 100% achievement levels (paid monthly)	17496
Performance Bonus @ 100% achievement levels+	21000
TOTAL: Variable Components : (D)	38496
Total Annual Earning Opportunity (B) + (C) + (D)	349999

\$ INSURANCE & MEDICAL BENEFITS (in Rs.)	MAX SUB-LIMITS (per annum)
Hospitalization cost reimbursement limit	360000
Term life Insurance Cover##	2000000
Disability cover due to accident (upto)	1800000

+ Year-end Performance Bonus is not payable on prorata basis in the event of employee leaving the organization prior to the completion of the performance review cycle.

The EDLI coverage of INR 602,000 is over & above the Term Life Insurance coverage defined above.

Engagement PB will be payable on a monthly basis as per EPB guidelines

All personal tax liability arising out of compensation and joining expense (if any) will be borne solely by the employee.

NOTE :

All salary components are governed by the company policies and statutory guidelines.

This salary sheet is strictly confidential and must not be discussed with anyone other than your HCLT Reporting Manager

Lokesh (Jan 10, 2022 18:40 GMT+5.5)

OFFER & APPOINTMENT LETTER

Offer Release Date: January 7, 2022

Thumballi Lokesh
4-1A,Gopulapuram(Village),Kanekal (Mandal)
Anantapur, Andhra Pradesh

Dear Thumballi Lokesh,

Congratulations! With reference to your application and subsequent interview with us for a career in our organization, we are pleased to inform you that you have been selected for employment in HCL Technologies Ltd. (herein referred as "HCL" or "Company") we are pleased to inform you that you have been selected for employment in our organization as **SOFTWARE ENGINEER**.

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

We take this opportunity to thank & appreciate your decision to join HCL. You are requested to join us on or before **January 10, 2022**.

You will be on probation for a period of **6 months** from the date of your joining. Your compensation would be as outlined in a separate document "**Salary Structure**". The general terms and conditions governing your employment are outlined in **Annexure II**.

On the date of joining, you would be required to furnish photocopies of the original documents and other listed information in **Annexure III**. Please note that the submission of all the documents is mandatory to facilitate joining, background verification / validation and appointment process at HCL. **Annexure I** provides details on the various compensation components and selected benefits that we offer you as a part of the HCL family.

This is a system generated (offer and appointment letter) document. Agreeing to the terms and conditions in the workflow of iTap (Company's web based application) is as good as signing of physical contract form on mutual agreement between you and the Company. It has legal binding as per the law if mutual trust is breached. You are requested to accept the offer within 07 days and mail the confirmation of acceptance to recruiters email id- **nikita.bisht@hcl.com** , failing which the offer will stand null and void.

This offer will be valid subject to successful clearance of your pre-employment background verification check conducted by HCL. Your written consent and requisite copies of documents is necessary to complete the pre-employment check. You are requested to complete the submission of requisite documents for pre-employment background check within two business days from the date of acceptance of our offer of employment. Your cooperation is solicited in this regard to enable us complete the necessary pre-employment check on time and enable you on-board us.

Any change in the date of joining needs to be communicated to the concerned recruiter at least one week in advance.

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www.hcl.com

Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services. Welcome to our Organization! We look forward to a mutually fruitful association.

For **HCL Technologies Ltd.,**



Amrita Das

Vice President, Head-Global Rewards

ANNEXURE I

EXPLANATION OF COMPENSATION STRUCTURE AND EMPLOYEE BENEFITS

To facilitate an easy understanding of your compensation structure (Cost to Company, CTC), the various components have been categorized under the following broad heads:

- ✚ Basic Salary
- ✚ Monthly Allowances
- ✚ Variable Pay
- ✚ Retirals & Insurances Benefit

The details for each component falling under these heads are explained as following:

BASIC SALARY

The Basic Salary is standard across organization and brought to a certain value of the CTC. Basic salary has an impact on various other components such as the PF contribution, medical insurance cover, Gratuity, HRA etc. and hence has to be balanced so as not to substantially reduce the employee's take home salary.

MONTHLY ALLOWANCES

- **House Rent Allowance (HRA):** The HRA is payable maximum Up to 100% of the Basic Salary and paid monthly. This includes the Company Leased Accommodation value. For those who are not staying in a rented accommodation, can declare the same in the system post joining and this amount would be paid as taxable component.
- **Holiday Allowance:** Holiday Allowance is payable maximum up to INR 50,000 spread over 12 months.

SIGNATURE OF EMPLOYEE:



Lokesh (Jan 10, 2022 18:40 GMT+5.5)

HCL

- **Advance Statutory Bonus:** Applicable where monthly gross does not exceed INR 21,000 (excluding variable component) as per the Payment of Bonus Act.
- **Food Wallet:** Food Wallet is a voluntary benefit and is applicable for payments related to food and non- alcoholic beverages only. Once enrolled, the benefit should be availed within HCL Cafeterias or food joints outside HCL campus which serves only food and non-alcoholic beverages. This Food Wallet cannot be used in any other outlet other than designated food outlet.
- **Compensatory Allowance:** Compensatory Allowance is a buffer component that adjusts the amount of CTC against all other fixed components.
- **VARIABLE PAY**

The scope of "Variable Pay" in your compensation structure will be governed based on your "employee group" in HCL.

Performance Bonus (PB): You will be eligible to Performance bonus of << Currency >> < PB >> per annum. Performance Bonus (PB) is payable in accordance with the Company's Bonus Policy (sales / delivery / functional support) as applicable at that time. The quantum of pay-out will be subject to the current year's Bonus Policy and will be calculated based on your individual contributions against your Key Performance Parameters (KPP) as well as the company's performance.

PB is payable to you at the end of the performance review cycle. To be eligible for the bonus pay-out, you need to be active on the rolls of the company at the time of reward distribution as per our Performance review and Reward cycle.

Engagement Performance Bonus (EPB): Engagement Performance Bonus is a variable component payable on a monthly basis. This component allows employees to participate and take control of delivery excellence in their respective engagements. Payout of EPB will be based on EPB guidelines as applicable to the respective engagement.

RETIRALS & INSURANCES BENEFIT

You and your dependants will be covered under Social Security as per the law and Insurance Benefits policy offered by the company. The amount mentioned under 'Insurance and Medical Benefits' in your compensation structure is applicable towards various insurances (Medical Insurance, Term Life Insurance, Personal Accident Insurance).

Medical Insurance: Some of the salient features of the Group Health Medical Insurance policy are as follows

- The policy covers Hospitalization expenses and Maternity expenses.

- By default the employees (who are not covered under the ESI Act, 1948] will be mandatorily covered under the benefit. The benefit will also be available to cover Spouse, dependent children, dependent parents/in-laws, dependent brothers who are unemployed but below the age of 25 and sisters (unmarried & unemployed), additionally, by declaring them as dependants and on confirming that they are NOT covered under any other employer-sponsored medical scheme (e.g., Central Government Health Scheme) and that they are wholly or substantially dependent on you for their medical needs.
 - The premium payable depends on the dependants declared.
 - The hospitalization coverage limit will be same as defined in compensation structure.
 - Company reserves the right to amend the benefit plan and shall keep all employees informed/updated.
 - You may refer 'Medical Insurance policy' for further details.
- **Coverage under ESI:** The employee will be covered under Employee State Insurance Scheme in accordance with the applicable norms and amendments made during time to time or any further amendment which may come into force during the employment tenure under **Employees' State Insurance Act, 1948.**

Employees covered under ESI would not be covered by default under HCL's medical insurance benefit. Option to enroll under medical insurance is available as well; however, in such a case, the additional cost of annual medical premium has to be borne by the employee as per terms and conditions elucidated under Medical Insurance policy.

*The employee & employer contribution will be payable as per current prescribed rates under ESI Rules.

- **Employer's contribution to Provident Fund:** As per statutory requirements, an employee has to contribute 12% of the basic salary towards Provident Fund (PF). HCL contributes matching amount to PF. Out of employer's contribution, 8.33% of monthly basic or INR. 1,250/- whichever is lower is remitted to PF authorities towards Employees' Pension Scheme (EPS). All employees are thereby eligible to draw pension after superannuation, except those who had opted out of EPS as per Form-11 declaration.

*The percentage and amount is in compliance with the current PF Act.

- **Gratuity:** As per statutory requirements, it is employer's statutory liability to pay 15 days Basic salary (15/26 of a monthly Basic) for every completed year of service to each of his employees on their exit, for any reason after five years of continuous service, subject to maximum limit of INR 20.00 lakhs.
- **Term Life Insurance (including EDLI):** At HCL, you will be covered under the Term-life Insurance which provides safety net to family in case of death of the employee due to any reasons. The applicable amount is mentioned in your offer letter.
- **Disability Insurance:** You are also covered against any permanent or partial disability that may arise due to an accident. The amount payable by Insurer for a disability shall depend on nature of the disability. The amount mentioned in your offer letter is the maximum amount paid by Insurer as per the nature of a disability. You may refer 'Personal Accident Insurance' policy for further details.

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We look forward for you being an integral part of this arduous yet fulfilling journey towards excellence and growth and hope our relationship will go a long way!

Disclaimer

You will be liable to pay all applicable taxes on your income as per the local laws. You will also be responsible for filing your personal Income Tax returns. You acknowledge that the Company is not in any way influencing, guiding, suggesting on aspects of taxation or tax saving measures in any form and that the same is individual's decision / personal choice.

Please note that all components mentioned above may or may not be a part of your compensation structure. HCL reserves the right to alter, append or withdraw the benefits extended either in part or in full based on management's discretion.

ANNEXURE II

Welcome aboard...

It is often said that an organization can grow only if it empowers its employees to grow! At HCL, we consciously realize this fact and have developed a five-fold path for individual enlightenment that not only covers basic monetary benefits for HCLites, but also takes care of their professional growth by providing empowerment, knowledge, recognition, transformation and support.

Following are the terms and conditions that refer to our offer of employment to you, this is to be read in conjunction with the offer letter as attached.

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

1. Location

Your joining location will be Bangalore.

2. Medical Check up

Your employment may be subject to you being declared medically fit by a registered medical practitioner. Company shall request for the same as and when it is required, as per the Company Policies/ client requirement.

3. Increments and promotions

Your growth in terms of role, compensation etc. in the company will solely be based on your performance. Unless notified in writing, you will be deemed as "confirmed" on completion of your probation period i.e. 6 months from date of joining. Subsequently, your annual performance



appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter thereafter.

4. Notice Period/ Separation

Your employment with the Company can also be terminated either by the Company or by you by giving the other party **three months** advance notice. If the Company terminates the employment and decides to relieve you before the completion of the notice period, the "Basic" component of the salary for the balance notice period would be paid to you. If at your request, the Company agrees to relieve you before serving the full notice period, you will be liable to pay the Company the "Basic" component of the salary for the balance notice period. However, please note that accepting any such early relieving request would be entirely at the discretion of the Company. On termination of your employment for any reason, you shall comply with the Company's termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.

5. Agreements

You may be required to sign necessary agreements with the Company or any other client as required and complete various formalities as per the agreements at the time of joining and during the tenure with the company.

You may also be required to sign other Agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

6. Background and Reference Check

- The company will undertake the background verification / validation process of employees in terms of education, previous employment(s), criminal verification, database and web searches, address verification, claims made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required. You would be required to submit photocopies of documents detailed in Annexure III to facilitate the joining and background verification process.
- The company may also undertake reference check through at least two professional references submitted during the process of selection. In case the Prospective Employees fails to submit any document required for conducting background verification, they will not be considered for hiring. If the Prospective Employees fails the background verification, appropriate actions including withdrawal of offer of employment will be taken basis the recommendations given by the background verification team & in line with HCL policies.

7. Working Hours

You will be governed by the normal working hours as existing in the company. You may be required to work in shifts and/or in extended working hours, as permitted by law, if required as per business needs. The same are subject to change from time to time.

8. Mobility

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or

abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises.

9. Deputation/ Transfer

Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

10. Retirement

You will retire from service on attaining superannuation at the age of 55 years.

11. Other benefits

You shall be eligible for other benefits related to leaves, perquisites etc. in accordance with the prevailing terms of employment in the Company. Notwithstanding the above, the Company reserves the right to change the above-mentioned benefits as and when it deems necessary and you will be notified accordingly.

12. Correctness of the Details Furnished

You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

13. Data Protection:

- a. The Employee consents to the holding & processing of personal data provided to the Employer for all purposes of the administration and management of his/her employment and/or the Company's business.
- b. The Employee hereby agrees to his/her personal data being collected & the same being transferred, stored and processed by the Company in India and any other countries where the Company, its Group Company and Company Clients have offices, in accordance with the applicable laws.
- c. The Employee also agrees that the Company may make such data available to its advisors, other agencies, such as pension providers, medical, insurance providers, payroll administrators, background verification agencies and various regulatory authorities.
- d. During employment, the employee will have the right to amend/modify/alter his/her personal information. The employer will exercise all reasonable diligence for safeguarding personal information, as have been disclosed by the employee. It is clarified that the said obligation will not be applicable in case of legally compelled disclosures.
- e. The Employee further acknowledges and agrees that the Employer may, in the course of business, be required to disclose personal data relating to him/her, after the end of his/her employment to any group/statutory bodies/authorities as required under applicable law/requirements. However, any personal data, which is no longer required, will be deleted without undue delay.

14. Other Rules and Regulations of the Company

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Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of HCL as applicable to you and the changes therein from time to time.

Further, during the period of your employment with HCL, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti Corruption, Business Gift and Entertainment Policy and failure to do so shall entitle HCL to take appropriate disciplinary action which may lead & include upto termination of your employment with HCL.

You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of HCL . The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

SIGNATURE OF EMPLOYEE:



Lokesh (Jan 10, 2022 18:40 GMT+5.5)

HCL

Annexure III**LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED TO FACILITATE JOINING, PRE-EMPLOYMENT BACKGROUND VERIFICATION / VALIDATION AND APPOINTMENT PROCESS AT HCL****PRE-EMPLOYMENT BACKGROUND VERIFICATION**

S.No.	Particulars (To be submitted to the Recruiter)
1	Highest Qualification - Degree Certificate, All Years Mark sheets. Provisional Degree Certificate required for courses completed in the last 6 months from the current date
2	Permanent/Current Address Proof - Passport, Ration Card, Voter ID, Driving License, , Rental agreement or Lease agreement etc.
3	Previous Employer - Relieving and Experience Letter, latest salary slips & offer letter with Employee ID Number
4	A duly filled and signed copy of the BGV(Joining Form) Form and LOA (letter of authorization)
5	Identity Verification - Copy of valid passport and PAN card required

Additional documents (To be submitted on request)

- Highest Qualification- Admit card, college and university official's (Registrar and Director) detail
- Previous Employer - Direct HR Contact, PF account details, bank statement showing salary transfer and Form 16, If company is active, employer's active address.

Things to Remember

- The information provided in Resume and background verification form must be same.
- Information provided in background verification form must be accurate.
- Period of stay mentioned in the background verification form should be correct and in continuation (without any GAP).
- Any Gap in Employment or Education must be informed explicitly to the recruiter.

Additional document can be requested to clear background verification therefore to avoid delay it is advisable to submit these documents along with the mandatory documents.

List of Documents required for joining-induction day

S. No	Document Check List	Number of Photocopies
1	Latest Offer/Appointment Letter with Cost to Company (CTC and ALL ANNEXURES)	2
2	Extension Letter (if the Date of Joining in the offer letter is past dated)	1
3	Relieving Letter/ Resignation Acceptance-FOR EXPERIENCED EMPLOYEES (With LAST WORKING DATE clearly mentioned - From Immediate LAST EMPLOYER ONLY)	1

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Registered Office: 806 Siddharth, 96, Nehru Place, New Delhi-110019, India.

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4	PAN Card	2
5	Passport – First and last page – Name and Date of Birth Proof.	2
6	10 th Mark Sheet	1
7	12 th Mark Sheet	1
8	Address Proof: Any Govt. photo ID / address proof e.g. Passport, Driver's License, Voter ID card, electricity bill of last 3 months, etc. *Please note that we do not accept the Aadhaar Card as ID or address proof.	2
9	Highest Qualification Mark-sheets/Degree/ PDC - For Fresher's Only	1
10	Passport Size Photographs (white background)	7

- Please ensure all documents are **Self-attested** (Photocopies).
- Please ensure that the photocopies are clearly visible as dark and hazy photocopies are not accepted.
- Please avoid clicking pictures of documents and taking printouts.
- Please do not send soft copies through Emails.
- Please keep your PF account number (immediate previous employment), UAN information handy as these details are required on the induction day.
- Induction Timings are 0900 to 1830 IST.

SIGNATURE OF EMPLOYEE:



Lokesh (Jan 10, 2022 18:40 GMT+5.5)

HCL

HCL TECHNOLOGIES LTD.

Corporate Identity Number: L74140DL1991PLC046369

Technology Hub, Special Economic Zone

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Annexure IV

You are required to report to HCL Onboarding Team for completing joining formalities on the day of joining by 9:00 a.m. at your respective location of joining as following

Location of HCL Onboarding Team for joining formalities:

S. No	Location	Address
1	NOIDA	HCL Technologies Ltd, A-9, Sector-3, Noida-UP, 201301
2	CHENNAI	HCL Technologies Ltd,Sez Unit-2 (Sdb2 Buid), Eclot-Special Economic Zone, 602/3, Shollinganallur Village, Shollinganallur-Medavakkam High Road, Chennai-600119
3	BANGLORE	HCL Technologies Ltd,Surya Sapphire, Plot#3, 1St Phase, Hosur Road, Electronic City Bangalore-560100
4	KOLKATA	HCL Technologies Ltd,Level-4, Building -A3 Unitech Infospace, Dh Street, Rajarhat, Kolkata-700091
5	HYDERABAD	HCL Technologies Ltd,Special Economic Zone, Phoenix Infocity Pvt Ltd, H-01, Level -2 , Hitec City 2-Survey No. 30,34,35 & 38, Madhapur, Hyderabad-500081
6	PUNE	HCL Technologies Ltd, Blue Bell, Tower-7, Level- Upper Ground Floor , Wing (A&B), Magarpatta, Sez, Pune-411013
7	MUMBAI	HCL Comnet Ltd,Arena Tower, Ground Floor, Road No 12, Midc, Andheri East, Opp Goldfinch Hotel, Mumbai-400093
8	LUCKNOW	HCL Technologies Ltd,Hcl It City, Sdc-01, Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh-226002
9	MADURAI	HCL Technologies Ltd, Sez Unit-1, Tower-1, Elcot, Special Economic Zone, Survey No. 1/2, 1/3, 1/19, 1/20, 4/1, 2/1, 2/2, 4/2, & 5, Plot No. 5&7,Ilandhaikulam Village-Madurai-Tamil Nadu-625020
10	Nagpur	HCL Technologies Ltd, Plot No.5, Sector 12, Mihan SEZ, Nagpur
11	Coimbatore	State Street HCL Services Human Resources Module - 201, 202, 203, 204 And 206 – 2Nd Floor, Tidelpark Coimbatore Limited, Coimbatore - 641014,Extn : 04226657526
12	Vijayawada	State Street HCL Services Private LimitedMedha IT Towers,Third Floor,Kesarapalli,Gannavaram,Krishna District 521102

In event of you having to relocate from another city the Company will provide accommodation for yourself and immediate family at the company guest house for the initial 15 days, the cost of which will be borne by the company. Any extension of the guest house accommodation will be subject to availability of rooms and approval from the reporting manager. The cost for the extended days of stay will be borne by you.

This offer and Appointment letter with all the enclosures and Annexures are completed in all respects and it is clearly understood and agreed that there is no other commitment or understanding apart from this.

If there are any components mentioned in the letter which are other than regular CTC, they need to be claimed within 6 months of joining/ as specified under related policies of the Company.

For **HCL Technologies Ltd.**,

SIGNATURE OF EMPLOYEE:


Lokesh (Jan 10, 2022 18:40 GMT+5.5)

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Amrita Das

Vice President, Head-Global Rewards

SIGNATURE OF EMPLOYEE:



Lokesh (Jan 10, 2022 18:40 GMT+5.5)

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