

16-October-2024

Sampath H V  
Suryadevasthna Post Koppa, Chickmangalur, Karnataka - 577126

Dear Sampath,

**Welcome to Vodafone!**

We are pleased to offer you the position of **Deputy General Manager, Senior Solution Architect** with **Vodafone India Services Private Limited**. The current role is subject to change depending upon work assignment from time to time. The terms and conditions of the offer are mentioned below.

1. Your place of work will be **Global Technology Park, Marathahalli, Varthur Hobli, Bangalore - 560103** and your work persona will be **Hybrid**. During your employment with the Company, depending upon business requirements, you may be transferred/ deputed to any operating office or location of the Company or any Group company which may come into existence in future, in India or Abroad; or you may be required to work from home which shall at all times be based out of the home address as per office records, unless otherwise approved by the company in writing. You are expected to keep your home address updated at all times in company records during the course of your employment and maintain reasonable infrastructure at home to perform your services effectively while you are working from home (details will be provided separately). To provide a seamless employee experience, the IT Assets may be delivered at your doorstep basis your joining location before your joining date. You are expected to keep the same in a good workable condition during and post termination of your employment and any misappropriation, misplacement or damage thereof shall be accountable against you. You shall be responsible for any damage to the assets provided to you by the Company during and post termination of your employment and you agree to the same. For adherence to the applicable regulation related to your employment and all other matters connected with the employment and to provide you any organizational support and assistance that you may require from time to time, your assigned office location be **Bengaluru, Global Tech Park, Maple Tree**. However, your services are transferable, and you may be assigned to any other department, function, location or to another company under the same management, whether existing or to be set up in future. In such cases, your employment will be governed by the terms and conditions of service applicable at the new undertaking.
2. You are expected to join as early as possible and not later than **16-December-2024** after which the offer shall automatically stand withdrawn, unless extended in writing by the Company and, in such cases; no claim of any nature, financial or otherwise shall be entertained by the Company.
3. You will be on **probation for a period of six months** from date of joining. You will be auto confirmed upon successful completion of the probation period.
4. This is not a regular offer of appointment but a letter of intent. The "letter of appointment" will be issued at the time of joining.

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5. This letter of intent is conditional and subject to clearance of the **reference check** for employment and education.\*
6. Please submit self-attested copy of the following documents on the day of joining, failing which the offer stands cancelled.
  - The relieving / resignation acceptance letter from your present employer
  - 3 passport size photographs & a copy of your PAN card
7. The Compensation and Benefits Program applicable at **Band G** is enclosed for your reference in **Annexure 1 & 2**. Please note the monetary & non - monetary benefits applicable to you are liable to change in case of any change in the current Role/Grade or if the existing policies & guidelines undergo changes.
8. We reiterate that the compensation is a confidential matter between you and the Company and we reaffirm that the Company shall view any breach of confidentiality with utmost seriousness.
9. Delay or omission in exercise of any right or remedy shall not impair such right or remedy or be constructed as a waiver.
10. At all times during the offer stage till onboarding you are required to exhibit courteous behavior whilst maintaining professionalism and integrity throughout. If at any point of time during the offer stage, it is reported that you have violated the said Code of Conduct, the Company shall be constrained to review the decision to hire.

Please return the duplicate copy of this letter duly signed indicating acceptance of terms and conditions of employment. Please note that this offer letter shall automatically stand withdrawn in case we do not receive the acknowledgement acceptance within fifteen days from the issue of this letter.

We once again would like to thank you for your interest in seeking a career with Vodafone and wish you a successful career with **Vodafone India Services Private Limited**.

Yours sincerely,

For **Vodafone India Services Private Limited**,



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**Niloy Bakshi**  
**Vice President – Talent Acquisition Head**

#### **ACKNOWLEDGEMENT & ACCEPTANCE**

I acknowledge the terms, obligation and attachments contained herein, and without demur accept the same.

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\* Some roles required 'Address verification' and 'Criminal Record' verification also. Based on your role, you will be informed regarding these verifications by the recruiter.

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Annexure : Compensation Details - Total Target Cash (TTC)		
Name	Sampath H V	
Designation	Deputy General Manager	
Band	G	
	Monthly Amount (in INR)	Annual Amount (in INR)
Component (A)		
Basic Salary	151,667	1,820,000
House Rent Allowance (HRA)	75,833	910,000
Leave Travel Allowance (LTA)	12,500	150,000
Flexible Allowance <sup>1</sup>	128,705	1,544,457
Component (B) - Retirals <sup>2</sup>		
Provident Fund (Company Contribution)	18,200	218,400
Total Fixed Pay (A+B)	386,905	4,642,857
Component (C) - Target Incentive <sup>3</sup>		
Target Incentive is @ 12% of Fixed Pay	46,429	557,143
Total Target Cash <sup>4</sup> (Fixed Pay + Incentive)	433,333	5,200,000
House Rent Allowance (HRA) – 50% of Basic salary.		
Leave Travel Allowance (LTA) – As per slab. You can plan your privilege leave and choose to avail Tax exemption for Domestic Travel with family, wherein, 'family' includes your spouse, children and wholly or mainly dependent parents, brothers and sisters.		
Flexible Allowance Components <sup>5</sup>		
Component	Guideline for Contribution	
National Pension Scheme	Upto 10% of Basic Salary	
Meal Reimbursement (Per Annum)	4 Options - Zero; 12,000; 19,200; 26,400	
Management Allowance	Balancing Factor	
Car Lease Allowance (Applicable as per Band)	As per band entitlement	
1. Flexible Allowance is a basket of allowances which allows an employee to optimize taxable income by opting for above allowance(s) as per guidelines		
2. Retirals includes Provident Fund @ 12% of PF Wages which is company contribution, an equivalent amount is deducted from employee's payroll as employee contribution towards Provident Fund		
3. Target Incentive is inclusive of the interim bonus as payable under the statue. Incentive Pay-out will be subject to the incentive plan and framework as applicable to your role		
4. Total Target Cash: In Vodafone Group terminology, Total Target Cash (TTC) refers to 'Annual CTC'. This is the total cash including Fixed Pay and Target Incentive. Fixed pay includes Retiral Benefit		
5. The contribution for each flexible component is subject to change as per Policy/Guidelines		
Gratuity: To be paid as per applicable statute. This is in addition to the mentioned Annual TTC and does not form part of the monthly fixed payment.		
Taxation:		
All payments are subject to taxation as per the Income Tax Rules. The Company will ensure compliance to the tax rules and apply any amendments to the Income Tax rules when processing the payroll of the employees. The applicable tax as per Income tax rules will also apply to the Joining bonus and notice period reimbursement (if any)		

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**Annexure 2 – Monthly/ Annual Benefits:**

	Monthly/ Annual Benefits	Entitlements for Band G
Medical Benefits	Group Personal Accident Insurance (GPA)	A policy designed to provide protection to employees against accidents leading to disablement during the course of employment. This protects employees and provides financial support in case of any injury / loss of work time due to accidents. You will be covered under Group Personal Accident Insurance Policy. In case of any accidents leading to permanent / partial/ full disability during the course of employment you will receive <b>INR 80,00,000</b> as per terms & condition of the policy.
	Group Term Life Insurance (GTLI)	A comprehensive policy designed to provide life insurance protection to employees during employment with Vodafone. You will be covered under Group Term Life Insurance for protection against natural as well as accidental death as per policy terms. In case of any unfortunate demise, the beneficiary is entitled for <b>INR 80,00,000</b>
	Medical Expenses	You will be covered in a family floater under Group Medclaim Insurance policy for Self & Dependents (Spouse + 2 Children +2 Parents/Parents in laws) with total <b>sum insured of 8 Lakhs</b> . Co-pay on claims to be applicable as per the medical plan. <b>You will also be eligible for domiciliary, Vision &amp; Dental claims for self &amp; dependents with sum insured at INR 75,000.</b> <b>The premium for this cover is borne by the organization.</b>
Communication Benefits	Vodafone Smartphone Program	You will be entitled to get a 'Smart Phone Allowance' of <b>INR 11,000 every 2 years</b> (The amount mentioned is the gross amount and will be subject to income tax). The amount is recoverable in case of exit within 2 years from date of joining/disbursement
	Official SIM Card	A 'SIM card' will be provided with Vodafone mobile connection to be used for official purposes. The bill will be cleared by the Company upto an approved amount.
	Data connectivity allowance	There will be a monthly 'Data connectivity allowance' of <b>INR 800 per month</b> which will be paid as part of your payroll. This allowance is provided to enable you to connect your official laptop/ mobile phone for official purposes and ease of remote working as required.
Work-Life Support	Leave entitlement as per policy	You will be entitled to below type of leaves: <b>Privilege leave (annual leave) of 22 days</b> <b>Sick leave - Need based</b> <b>Casual leave - Need based</b> In addition, there will be <b>11 calendar holidays</b> . Maternity & Parenting leave applicable as per Company's Policy
<b>** The benefits are subject to change as part of periodic review. The latest benefits will be applicable as per the revision by organization</b>		

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## TOTAL REWARD STATEMENT

Total reward elements	Summary	Value in INR
<b>A. Total target cash</b>		
Annual Fixed	Pay & allowances as mentioned in Annexure	INR 4,642,857
Incentive	Short-term Incentive as mentioned in TTC Structure	INR 557,143
<b>B. Long term Benefits</b>		
Gratuity	Gratuity provision as per applicable statute	INR 87,542
<b>C. Total monetized benefits</b>		
Health & Connectivity benefits	Includes Premium toward hospitalization, life insurance and accident insurance cover. Value of Handset Allowance, Official Mobile Plan, Broadband Allowance	INR 49,717
<b>TOTAL REWARDS (A+B+C)</b>		<b>INR 5,337,259</b>

Payout will be subject to the incentive plan and framework applicable to your role

- Your Total Target Cash is your cash compensation and includes your fixed pay (including allowances) in addition to your Incentive.
- Monetised value of current benefits available to you as per current company policy. Please note this is a notional amount and does not signify any guaranteed commitment from the Company.
- Gratuity Pay-out is as per applicable statute. This is in addition to the mentioned Annual TTC and does not form part of the fixed payment.

Amounts are subject to change as per the Policy & Guidelines changes.

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**Flex Pay: Do It Yourself**

Dear Colleague,

Vodafone India Services Private Limited empowers its employees to optimize their salary and create tax saving opportunities in line with Local tax rules. You can choose components of your salary from the flexible allowance basket to cater for different lifestyles and life stages.

To help you understand components, below are the details of various choices one can avail:

1. **National Pension Scheme (NPS):** You can choose to invest in Voluntary Pension Scheme to create your corpus towards retirement. Contribution routed through the employer up to 10% of Basic Salary is eligible for tax benefits. We have collaborated with HDFC Bank to provide NPS for Vodafone employees.
2. **Meal Reimbursement:** We have collaborated with Paytm to provide non-transferable meal vouchers (Paytm Food Wallet) capped at INR 26,400 per annum with 100% Tax exemption. You can register your personal number to avail this benefit.
3. **Management Allowance:** It is the balancing component of your salary.
4. Additionally, you can also opt for **Voluntary Provident Fund** wherein you can choose to contribute a sum as per statutory rate, over and above the Employee Provident Fund contribution of 12% towards Social Security. There is **no matching contribution** by the employer.

**Please note:** Tax exemption on all above choices will be in accordance with the prevalent Income Tax Act / Rules.

**Human Resources**  
**Vodafone India Services Private Limited**

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**CONFIDENTIAL INFORMATION**

**"Confidential Information"** shall mean any information owned by the Company (including its respective subcontractors, suppliers, customers, clients or other contacts), including, but not limited to any financial, trading, economic, internal operation, policy, regulation, agreement, corporate plan, strategy, organization, procedure, system, analysis, customer, employee, supplier, business or technical data, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes and any other information (including personal data as defined by the 'GDPR' Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data - the "General Data Protection Regulation" or "GDPR" or any other applicable regulations), which is disclosed to You or to which You have access during Your employment relationship in written, oral, magnetic or electronic format or in/on any other tangible or intangible format or support, whether or not they are explicitly marked as "business/confidential/secret information".

- a) The Company is involved in the control, processing and transfer of highly confidential and secured data and information. In connection to this activity, You agree that in order to discover the security risks, to enforce the security requirements, to avoid the injury of, the loss of and the unauthorized access to the data, to avoid and to prevent the unauthorized access to the information systems, Company shall be entitled to continuously observe and monitor the data stored, processed and controlled in the information system and also the communication, potentially including the content of the communication.
- b) You understand and agree that for performing the work efficiently we would install certain software solutions that will monitor your activity to detect and notify any security violations in order to ensure compliance with the organizational security controls and requirements. By accepting this appointment letter, you provide your explicit and unequivocal consent for the same.
- c) You will maintain secrecy and will not disclose to any third persons, any of the trade secrets or other confidential information of the Company or its affiliated companies, including but not limited to, proprietary technical data, specifications and methods of manufacture. You will take all appropriate measures necessary to keep such trade secrets and confidential information from being disclosed to, or received by third parties. Such trade secrets, proprietary technical data, specifications and methods of manufacture shall, at all times, remain the property of the company.
- d) You will not reproduce, store in a retrieval system or transmit in any form or by any means – electronic, mechanical, photocopying, recording, scanning or otherwise-any copyrighted material or document, which is property of the Company – for your own benefit or for the benefit of any third party, either during the course of your employment or after your separation.
- e) You will treat all Confidential Information as confidential and protect it from unauthorized disclosure or access. You understand and accept, that any unauthorized access to or disclosure of Business Information may result in
- f) You will be privy to personal information or data available in the Company systems, platforms, portals, etc. and that making copy/copies, filming, writing down, downloading or storing of Confidential Information or personal data will be a breach of obligations of Your employment. You will ensure not to copy, write down, download, store, film, etc. the Confidential Information or personal data in any format, including but not limited to, physical or virtual mediums. You will be solely responsible for abiding by the Company's privacy guidelines and/or applicable policies.
- g) Any breach of the obligations specified hereunder, either during the employment term or following the separation thereof, shall be considered by the Company as a material breach, which would serve as a ground for the Company to terminate Your employment with extraordinary notice and/or claim for damages against You.

**ACKNOWLEDGEMENT & ACCEPTANCE****SIGNATURE:** \_\_\_\_\_**NAME:** \_\_\_\_\_**DATE:** \_\_\_\_\_

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Non-compliance to Absolute Rules may lead to termination of employment.

The future is exciting.  
**Ready?**



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