



CGI Information Systems and Management Consultants Pvt. Ltd.

Regd. Office: e.city, Tower 2, No.95/1 & 95/2,
Electronic City, Phase I (West)
Bangalore – 560 100. India
Tel +91-80-6642 2222 | Fax +91-80-6642 1200

cgi.com

CIN: U72200KA1990PTC019138

Personal and Confidential
April 12, 2016

Mr.Subbanarasa Reddy P
No. 182/A, 2nd Floor, Talacauvery Layout
Amruthahalli
Bangalore

Dear Subbanarasa,

I am delighted to offer you a role at CGI where we strive to create an environment in which we enjoy working together and, as owners, contribute to building a company we can be proud of. We are very excited about the prospect of having you join us, and look forward to welcoming you.

As part of the leading top 5 independent information technology companies in the world, there are many opportunities for growth and development, both individually and as part of a large professional community. I hope you will choose to be part of our CGI Global Community, a team of extraordinary people building a company that reflects their aspirations and is supported by our shared vision and values.

We are offering you the position of **Associate Consultant** and your Gross Compensation is **INR 2,600,004/-**.

You are requested to report at our **Bangalore** office on **May 16, 2016**. Your appointment will be effective on your joining date. If you do not confirm your acceptance, this offer will be withdrawn.

- To confirm your acceptance of this offer, you are required to communicate via email to bangalore_offers.ban.india@cgi.com and confirm your joining date. The above mentioned date of joining will be confirmed only on receipt of your acceptance to the above email-Id on or before **April 19, 2016**
- Your reporting time on the joining date is 8:30 a.m. Kindly note that it is important to be on time to complete the joining formalities
- On your joining date, please bring the originals and one set of photocopies of the documents mentioned in Annexure-B
- Please contact us at 080-4194 0000 (Monday to Friday between 9:30 a.m. to 5:30 p.m.) or via the above mentioned email-Id for any queries regarding your employment offer

The terms and conditions governing your employment are as under:

- Your employment with the Company is at all times subject to you having and maintaining a valid work permit from the Government of India (if applicable). A copy of the work permit needs to be furnished by you on the date of on boarding failing which you will not be permitted to join
- On joining, you will have to sign the Employment Agreement with the company
- This offer is conditional upon your having a valid passport. If you do not have a passport as of the date of this offer, you are required to apply for one immediately and produce the relevant acknowledgement on the day of your on boarding. Being part of consulting organization, it is your responsibility to monitor the validity of your passport and renew it in advance. CGI will help you with relevant certificates required for the renewal. Should you be denied a passport, or if you are otherwise unable to produce a copy of your passport, CGI shall be entitled to terminate your employment. It is a condition of your employment that you have a valid passport at all times
- During your employment with CGI, you may get opportunities to work on multiple platforms/skills at the sole discretion of CGI. CGI encourages and appreciates flexibility to work on different technologies
- You will be eligible for a performance review or a salary revision as per company policy



- Your initial posting will be in **Bangalore**. However, your services are transferable anywhere in India as also anywhere abroad within the CGI group of companies. In case your services are transferred to any of our group companies, you are required to abide by the rules and regulations pertaining to that company. You will carry out your duties as per the instructions of your superiors from time to time
- Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential and should not be shared with anyone
- **Code of conduct:** You will abide by the applicable rules and regulations in force from time to time and will also be required to sign and abide by the **Code of ethics** and conduct as elucidated by the company as part of your performance appraisal process. Any breach of the guidelines or the terms and conditions of employment may result in termination of your services without notice or compensation
 - a) You will not carry on any business or enter for any part of your time in any capacity in the services of other person or persons and company or companies. You will devote your whole time and attention to your duties to promote the interests of CGI and you will not utilize or divulge to any person or persons any of our trade secrets or confidential information
 - b) In the course of your employment with CGI, you shall not, without the previous written consent of CGI and which consent CGI may in its absolute discretion and without assigning any reason therefore withhold and/or refuse to accord directly and/or indirectly solicit and/or engage in the collection and donations for any trust or other organizations and/or institutions for charitable work and/or any other purposes and person/s and/or bodies corporate/institutions with whom you come into contact and/or have dealings with in the course of employment with CGI
 - c) During your employment with CGI and perpetually thereafter, you will not transmit, disclose or otherwise use confidential information related to CGI, to any unauthorized person, except as may be required in the course of discharging your duties in connection with CGI's business. Confidential information includes, but is not restricted to CGI's client names, the nature of our projects and all other technical and client related information. This information is not to be divulged to ANYBODY, including family, friends, and especially others in the same or similar competing businesses. Information pertaining to CGI operations and intellectual property is confidential and you will sign a Confidentiality and Non-Disclosure Agreement. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof
 - d) For the purpose of representing and improving the company's brand image and being able to interact with senior level decision makers in the industry in a satisfactory manner, you are required to follow the following norms:
 - i. Maintain complete confidentiality and high level of integrity in all your actions performed on behalf of the company
 - ii. Practice high level of professionalism in business etiquettes, selection of attire, choice of language in conversation and documents, meeting commitments and in overall conduct
 - iii. Besides, you shall help in maintaining congenial, disciplined, participative and supportive work environment to encourage team spirit and high performance standards
 - e) All software developed by you and/or by the team of which you are a part, shall belong exclusively to the company. The company has the exclusive right over the intellectual property. You shall sign all relevant documents in this regard, as required, to assign and/or secure rights in favor of the company
 - f) You will be responsible for the safekeeping and return in good condition all the company property, which will be in your use, custody or charge
- **Non-solicitation:** During your period of employment with CGI and for a period of twelve (12) months commencing from the last day of your employment with CGI, you will not directly or indirectly: (i) solicit any employee of CGI to terminate his/her employment with CGI, or to accept any other employment; and/or (ii) solicit or do business with any clients or customers or potential clients or customers of CGI with whom you have had dealings during the last twelve (12) months of your employment with CGI



- **Communication:** Please approach your immediate supervisor for any queries pertaining to project or organization related concerns, suggestions which you may have from time to time. In addition, the HR team is always available to discuss any of your needs or suggestions
- **Shift:** You shall have no objection to work on shift / staggered duty in case business warrants that. Please note that it is management's prerogative to decide which member will work on shift and management's decision in this regard will be final. Your project will also decide the shift allowance that will be payable and will be based on project requirement. This will be governed by the existing Shift Allowance Policy
- You may be required to travel on Company work and you will be reimbursed expenses as per Company policy
- **Unauthorized absence from work:** Your unauthorized absence from work for a continuous period of more than three days without leave or obtaining your manager's approval will be treated as absconding from duty, triggering disciplinary action. In the event, that you do not report for work within eight days from the date of unauthorized absence it will be treated as "voluntary abandonment of service" and it shall be deemed you are no longer interested in the employment and your employment will be terminated. In such an event you shall be liable to refund the salary in lieu of shortfall in notice period and other dues payable to the company, as specified
- **Termination of employment:** Your services may be terminated at any time giving **two month's or two month's salary in lieu of notice period**, in writing by either side. Whilst the company reserves the right to release you upon your resignation prior to conclusion of your notice period with or without paying notice pay for the balance notice period, decision to allow notice pay in lieu of notice is at the sole discretion of the management. If you decide to leave without completing due notice and handing over formalities as per the requirement of CGI; you will not be eligible to get any certificates which indicate employment with CGI immediately or in future. No references will be entertained from any authority/institution seeking details of your case. In case of your departure without completing the hand-over procedure as per the then prevailing policy of the company, you shall be considered to be in the continued employment of the company without pay and shall continue to be bound to the terms of this letter and the terms of the agreements signed by you. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect
- You may be assigned to certain engagements that require Knowledge Transfer from client/other BU's/members within the engagement. During assignment or after obtaining such Knowledge Transfer, you are required to serve the stipulated rotation period. This is in addition to the notice period requirement mentioned above
- **Non-Competition:** During the term of your employment with CGI, you shall not directly or indirectly compete with CGI in any manner whatsoever
- **Restriction of Employment with Client/Customer:** For a period of twelve (12) months following the end of your employment with CGI, you agree not to, directly or indirectly, as employee, consultant or otherwise, work for or provide services to clients or customers to whom you provided services on CGI's behalf during the last twelve (12) months of your employment with CGI
- You will keep us informed of any change in your residential address/contact details
- If you leave the organization within a period of twelve (12) months from the date of your joining, you will fully reimburse the company, the joining bonus, transition bonus, notice pay and relocation expenses, if any
- It is your responsibility to notify the Company of any changes in your personal information within three working days. It shall also be your responsibility to notify the Company of any legal action or suit, whether in the nature of civil or criminal initiated against you. Failure to notify will result in breach of the appointment terms. All notices shall be considered duly and properly delivered to the address on file with the Company
- You will retire from the services of the Company on attaining the age of superannuation. The retirement age in CGI is sixty (60) years
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time



- Upon your resignation or retirement from the Company or termination of your services, you are required to return all assets and property of the Company including but not limited to documents, machines, data, files, books etc. (including but not limited to leased properties)
- The benefits as outlined herein and in CGI policies are subject to change at the Company's discretion. You will be entitled to leaves in accordance with the Company's policy as applicable from time to time
- We provide support to global customers from various locations in India & abroad to suit customers' differing time needs including 24x7 bases. You may be asked to operate from any of the CGI locations and in any of the shifts, including night shift, at the sole discretion of management, as may be required by the Company keeping in mind business needs and deliverable requirements to customers. Your work schedule will be provided to you by your Manager / Supervisor upon your joining. Your weekly off days may not be on weekends
- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you
- **Condition of Hire:** Your appointment is contingent upon satisfactory reference & background checks including verification of your application materials, education and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer)
- Employment credential proofs submitted by you will be subject to background verification as per CGI standards. Successful clearance of background verification is a mandatory requirement for employment confirmation. Unsuccessful clearance of background verification will lead to termination of employment without notice. CGI reserves the right to audit the submitted educational & previous work experience(s) documents at any point of your tenure in CGI, as part of which you are obligated to furnish any/all of such relevant documents on demand. Failure to furnish the same and / or the submitted education & work experience proving to be false or unverifiable as per CGI standards, may lead to termination of employment without notice. The basis of the offer is authentic and verifiable education and work experience as per CGI standards. You are accountable for providing documents that enable appropriate authorities in the relevant educational institution(s) and previous employer Organization(s) to validate your claims. CGI is not liable for the inability of the aforementioned authorities to validate your credentials basis your submissions
- If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed any material information; the Company may terminate your services without notice or compensation
- Your designation may be changed at the discretion of the Company depending on the work assigned to you
- Your **Total Experience** will be part of our professional records.

Total Experience	=	Relevant Experience	+	Weighted/ Non-relevant Experience
9.6 Yrs.	=	9.6 Yrs.	+	0.0 Yrs.
Relevant Experience	=	Total number of months the candidate has worked on the skill/role for which the candidate is being hired in CGI		
Weighted Experience	=	A weighted percentage is given to your <u>non-relevant</u> experience, either to your role or skill, for which you are being hired in CGI		

Any and all of the terms and conditions of service may be modified or changed at the Company's discretion. Breach of any one of the conditions will render you liable to termination of your employment without notice.

This letter supersedes all oral or written communication exchanged between you and CGI; prior to the date of this letter and commitments, if any, made during the selection process. To confirm your acceptance of this offer letter on the terms and conditions specified herein, please sign in on all the pages & in the space specified below and return the signed copy to CGI on your boarding day.

• **Base Compensation Components:**

Designation	: Associate Consultant	
Effective	: May 16, 2016	
Pay Components	Monthly (INR)	Annual (INR)
Basic (Inclusive of D.A.)	78,000	936,000
House Rent Allowance	39,000	468,000
Flexible Compensation Plan	86,555	1,038,660
Base Compensation	203,555	2,442,660
Provident Fund <i>Company Contribution</i>	9,360	112,320
Gratuity Fund Contribution	3,752	45,024
Gross Compensation	216,667	2,600,004

In addition to the above you are eligible for:

- One Time Bonus amounting to INR 100,000/- p.a., paid on completion of one month from the date of joining
- Group Medical Insurance, Group Personal Accident Insurance and Group Term Insurance
- CGI will contribute towards **Share Purchase Plan (SPP)** upto 3.0% of Base Compensation ; matching your contribution. It puts into practice company's philosophy of intrapreneurship through ownership. All regular full-time members are invited to participate upon their hiring. Only those members who enroll for this benefit are eligible for receiving the company contribution & will need to contribute an equal amount on a monthly basis towards the purchase of CGI shares
- Target **Profit Participation Plan (PPP)** at 2.0% of Base Compensation on pro rata basis. It is designed to encourage high-performance work culture. Actual PPP payouts are based on performance of CGI, performance of Business Units and performance of Individuals. All regular members employed as of June 30th of the reference fiscal year (Oct-Sept) are eligible. The Corporate guidelines of PPP may be amended from time to time

Eligible members will be paid statutory bonus as per the provisions of the Payment of Bonus Act, 1965. Where members are eligible for both statutory bonus as well as the PPP, the company shall deduct from the PPP allocated to a member the amount of statutory bonus payable under the Act for such corresponding period and the difference will be paid as the actual PPP

Note:

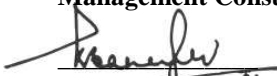
Flexible Compensaton Plan¹: Option includes components like Meal Vouchers, Conveyance, NPS, LTA, Medical Reimbursements etc.

The tax liability arising out of the above payments now or in the future, due to changes in income tax provision shall be borne by you.

I look forward to your acceptance of this offer and to welcoming you to our team. I am confident that in this new role, you will make a valuable contribution to CGI and our continued success.

Yours sincerely

**For CGI Information Systems and
Management Consultants Pvt. Ltd.,**



**Pradipta Banerjee
Administrative Vice President**

I have read the terms and conditions of employment and also the contents of the employment agreement and in token of my acceptance I duly acknowledge the receipt of the letter of employment.

Please sign below to confirm that you agree with the terms and conditions stated in this letter.

Signature & Date



Annexure-A

We request you to bring all the originals, on your date of reporting to CGI for verification.

*Please note that the below documents are mandatory for **CGI's personnel records** and will be subjected to **background verification**. Non submission of these documents will impact your profile and records needed to manage your career effectively within CGI and may also have serious impact on project and client requirements, hence your cooperation in this is crucial.*

#	Documents
1	Acceptance copy of CGI's appointment letter signed by you on all pages
2	Valid Work Permit issued by Government of India, if applicable
3	Passport (all pages – wherever the entries are made)
4	Income-Tax Permanent Account Number Card (PAN Card)
5	Passport size photograph – 05 nos.
6	10 th class mark sheet & certificate
7	12 th class mark sheet & certificate
8	Bachelor degree mark sheets (all semesters)
9	Bachelor degree certificate / convocation certificate
10	Master degree mark sheets (all semester)
11	Master degree certificate / convocation certificate
12	Diploma mark sheets (all semesters)
13	Diploma certificate
14	Any other certificates
15	Appointment letter, pay slip, relieving letter & experience certificate of all previous Co.
16	Present company's appointment letter
17	Present company's relieving letter & resignation acceptance letter from HR
18	Present company's experience certificate
19	Present company's salary slip with employee number (last two months)
20	Aadhaar / Voters ID / Driving License / Rental agreement /Bank passbook (address page only)
21	Blood group and RH type report