



25-Feb-2022

Mr. Vinay Mobharkar
Emp No. 1817338
Base Branch-TCS Mumbai

Sub : Posting to **Uruguay**- Terms and Conditions

Dear Mr. Vinay Mobharkar,

We are pleased to inform you about your deputation to Uruguay on the following terms and conditions with effect from 03-Mar-2022.

I. Duration of Deputation and Working Hours

- (a) Your initial posting will be for a period of **12 months**. This will be subject to review and revision as per the assignment.
- (b) You will continue to be governed by the Rules of <TCSL>. You will report administratively to the Resident Manager of the Sector to which you have been assigned. Functionally, you will report to the Resident Manager as well as to Project Leader.
- (c) Your working hours shall be governed by the policy as applicable in the country. As and when required, you may be required to work for a reasonable number of extra hours beyond the stipulated working hours. In such scenario overtime would be covered under the policies and in accordance with local law, applicable and amended from time to time.
- (d) During the tenure of the deputation, **RMG/** Resident Representative may reallocate you to a different project in the same/ different location in line with business requirements.
- (e) The Resident Manager would keep the Home Country informed about your performance, conduct and behaviour. If at any time, any act on your part violates <TCSL> standards and norms, the Resident Manager can advise to deallocate you from the assignment and send you back to the home country.
- (f) You are also governed by the Overseas Deputation Policy as may be in force during the deputation period.
- (g) A reporting time of 3 days will be allowed when you return to home country from any deputation.

II. India Salary

- (a) Employee's Indian Salary (IS) will be processed in India and remitted to Employee in Uruguay, to be credited to Employee's bank account in Uruguay at the prevailing exchange rate every month, less all deductions required by law (including applicable Uruguay withholding taxes and social security) or otherwise voluntarily authorized by Employee.

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

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Corporate Identification No. (CIN): L22210MH1995PLC084781

III Service Agreement

- (a) You are being deputed to a project which requires to be completed within a stipulated period, in accordance with the quality standards agreed to with the client. Failure to meet these stipulations of time and quality standards would have serious repercussions on the credibility of the Company in the market, apart from entailing heavy penalties and loss of business with the client.

It is therefore essential that every member of the project team diligently performs the assigned role and make sure that there will not be any disruption of work. For ensuring such consistent performance conforming to the stipulated conditions of quality and time-frame, you, as a project team member, are required to sign a Service Agreement with the Company. This Agreement also facilitates the transfer of skills and expertise gained by you on the project, to other projects of the Company. It requires you to complete your project responsibilities and agree to return to your home country to serve <TCSL> for a minimum period of three months at the end of each overseas assignment.

- (b) However, if you leave your services or fail to report for duties whilst on deputation, it will seriously affect the project execution, relationship with the client and tarnish the Company image in the market leading to severe damages to <TCSL>. Similarly, if you do not serve <TCSL> for the stipulated period on your return to home country, the technical knowledge and skills gained by you will not be transferred to other projects undertaken by <TCSL>. It would be difficult or impossible to determine the cost, damage or injury which the Company would have to sustain. Therefore, in the event of such dereliction of duty, you are liable to pay an amount as indicated in the overseas deputation agreement signed by you at the time of deputation.

IV. Reimbursement of Expenses Incurred in Uruguay

You will be entitled to the following during the period of your deputation:

- (a) You will be entitled for a settling allowance of **UYU 3600**. However 50 % of this amount will be paid to you at the time of departure from home country if your deputation period is less than 6 months. If your deputation gets extended beyond 6 months, the remaining 50% Settling Allowance will be paid to you in the country of deputation."You will receive a gross allowance of **UYU 56544** per month.
- (b) Initial Advance-TCSL India will pay and initial advance of **UYU 140000**. This money will be advanced to you for your initial expenses, if any. This advance will be deducted from your monthly allowance in **10** equal monthly instalments.
- (c) Your entitlement for accommodation would be guided by <TCSL> policy as applicable and prevailing at the place of posting.
- (d) In the event of you being transferred from one location to another, you will be reimbursed for expenses incurred as per the resettlement policy applicable in Uruguay.
- (e) Any foreign exchange which you may have received in excess of what you are entitled to, will have to be surrendered by you to <TCSL>, immediately on your return to home country. This is as per the statutory requirements.

V. Accident and Health Insurance Cover

- (a) Before proceeding to TCS Uruguay you may be required to undergo medical examination, where applicable. TCSL will bear the cost of such medical examination.

The Resident Manager will assist you in obtaining the suitable insurance cover at the place of posting.

- VI. Leave: Your leave entitlement is as per the leave policy applicable to you in Uruguay. Only housing allowance is payable to you whilst on leave.

VII. Status of Residence in Uruguay.

- (a) You have been granted a non-immigrant visa by the Consulate / Embassy of the Uruguay in the <Home Country>, based on your representation that while working on the project, you are not intending to migrate to Uruguay and that you will not be seeking a change in status of residence in Uruguay. Your conduct in Uruguay should be consistent with the representation made while seeking the visa. Hence, after completion of your assignment, you are expected to return to home country and resume duties. Therefore you are advised not to seek a change in residence status during this period. If, however, you **leave the service** with <TCSL> and seek a change in Residence Status, <TCSL> will be entitled to the damages caused by your action as specified in the overseas agreement signed by you.
- (b) You may need to register with local Police upon arrival and prior to departure from the Uruguay. Please consult the **Resident Manager for this and** other formalities to be undertaken.
- (c) You will be required to abide by the regulations of the local authorities in the Uruguay with respect to the VISA/RESIDENCE Permit issued to you and your dependants. You shall not, under any circumstances, participate in any activities that would bring you into conflict with any authorities in Uruguay. Should you violate any of the laws of Uruguay, you will be repatriated to home country at your cost and will bear all consequences and abide by any corrective action the Management may have to take in this regard. The Management's decision in this regard will be final and binding on you.
- (d) You will not leave Uruguay for any purpose including holiday, tourism etc., without the prior consent of the Resident Manager.

VIII. Submission of Reports

You will submit your time sheets, indicating the number of hours worked during the month to your Manager. These reports have to be submitted at the end of every month or any other frequency required.

IX. Travel of Dependants

- (a) <TCSL> will bear the visa and travel expenses for your family (spouse and 2 dependant children not exceeding 21 years of age) only if your deputation period exceeds 6 months.



- (b) If your family joins you for a deputation of less than 6 months or other dependants are travelling, you may arrange for the same at your own risk and responsibility. You shall have to bear their travel and other related expenses, including medical insurance cover.

In the unlikely event of you or your family falling sick, <TCSL> will not be able to reimburse any expenditure in excess of your entitlement as per the applicable policy in Uruguay.

It is advisable to keep a record of the expenditure incurred by you in Uruguay, and of the reimbursement received for it. This may be useful in the event of your being asked by the Revenue Authorities in Uruguay or in home country to furnish such details.

Please return the copy of this letter duly signed, signifying your acceptance of the terms and conditions referred to above.

We wish you success in the completion of your assignment.

Yours faithfully,
For TATA CONSULTANCY SERVICES LTD.

(_____) (Authorized Signatory)
Employee Name: E S Chakravarthy

Designation: Global Head - RMG

I have read and understood the terms of this letter of posting to Uruguay and accept the same.

Signature: _____

Emp Name: Mr. Vinay Mobharkar

Employee No: 1817338