

TCS/2020/PC-67

Offer: Computer Consultancy  
Ref: TCSL/DT20207157841/Chennai  
Date: 29/01/2020

Ms. V Shloka  
D-25/9, THILAK NAGAR, MANCHERIAL, PEDDAPALLY-505214  
Tel# - 9949121261

Dear V Shloka,

**Subject: Letter of Offer**

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **3,36,877/- per annum**, as per the terms and conditions set out herein.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore/ TCS Xperience (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.



*Rajani*

**PRINCIPAL**

Sumathi Reddy Institute of Technology for Women  
Ananthasagar (V), Hasa Parthy (M) 1  
WARANGAL - 506 371 (T.S.)

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TCSL/DT20207157841

**TATA CONSULTANCY SERVICES**

Tata Consultancy Services Limited

315/21-24, Kumaran Nagar, Sholinganallur, Old Mahabalipuram, Chennai-600 119 Tamil Nadu India

Tel: 91 44 6616 2222 Fax: 91 44 6616 2535 Website: www.tcs.com

Registered Office: 9th Floor, Nandanam Road, Chennai - 600 021

TCS Careers Service: 1800 177 177 / 1800 177 177

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## COMPENSATION AND BENEFITS

### **BASIC SALARY**

You will be eligible for a basic salary of `14,784/- per month.

### **BOUQUET OF BENEFITS (BoB)**

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

#### **1. House Rent Allowance (HRA)**

Your HRA will be `5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

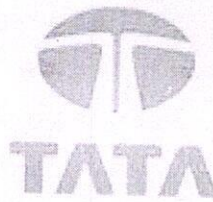
#### **2. Leave Travel Allowance**

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

#### **3. Food Card**

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of `500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.





## PERFORMANCE PAY

### **Monthly Performance Pay**

You will receive a monthly performance pay of `1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

### **Quarterly Variable Allowance**

Your variable allowance will be `600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore / Xperience Programme.

## CITY ALLOWANCE

You will be eligible for a City Allowance of `200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

## OTHER BENEFITS

### **Health Insurance Scheme**

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

#### **1. Basic Cover**

- i. Entitlement - Includes domiciliary expenses up to `6,000/- per insured person per annum and basic hospitalization expenses up to `2,00,000/- per insured person per annum.

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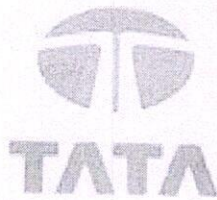
**TATA CONSULTANCY SERVICES**

Tata Consultancy Services Limited

\*41, 2nd 24, Komaragiri Nagar, Shubhaganabai, Old Mahabubnagar, Hyderabad-500 089, India  
Tel: 91 44 6616 2222 Fax: 91 44 6616 2175 Web: [www.tcs.com](http://www.tcs.com)

Registered Office: Naraina, New Delhi-110028, India  
TCS Career Services: 1800 300 1111 Email: [careers@tcs.com](mailto:careers@tcs.com)





ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

## 2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for `12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

## Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

## Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of `250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

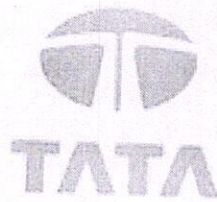
## Loans

You will be eligible for loans, as per TCSL's loan policy.

## Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.





## RETIRALS

### **Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

### **Gratuity**

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

## TERMS AND CONDITIONS

### **1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

### **2. Pre requisites for Joining**

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are recommended to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance.

### **3. Training Period**

You will be required to undergo class room and on the job training in the first twelve

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4th-21/24, Kumbhar Nagari, Sholinganallur, Old Mahabalipuram, Chennai-600 094, India  
Tel: 91 44 6616 2222 Fax: 91 44 6616 2545 Website: www.tcs.com

Registered Office: Nirmal Building, 9th Floor, Nariman Point, Mumbai-400 021

TCS Careers Service Centre: 1800 209 3111 Email: careers@tcs.com





months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

#### 4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

#### 5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

#### 6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

#### 7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

#### 8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior





written permission of TCSL.

#### 9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

#### 10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

#### 11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

#### 12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

#### 13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your





day-to-day conduct as an associate of TCSL.

#### 14. Notice Period

During your tenure with TCSL, either you or TCSL may terminate your traineeship / employment under this Agreement by providing 90 days written notice. The company reserves the right, to ask you to complete the notice period or adjust the earned vacation in lieu of entire or partial notice period. If your services, behaviour and/ or performance are not found satisfactory, TCSL may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

You will be liable to pay TCSL ₹50,000/- in case you fail to serve TCSL for a minimum period of 1 year after joining in accordance with the Service Agreement clause.

If you are covered under International Assignment Agreement, either you or TCSL can terminate the traineeship/appointment by giving 90 calendar days written notice as set out in the Separation Policy of TCSL. TCSL reserves the right if it is in the interest of the business and current assignment, to ask you to complete your notice period.

#### 15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

#### 16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

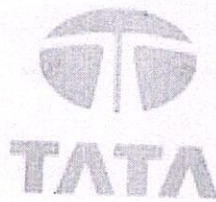
#### 17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

#### 18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.





## 19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

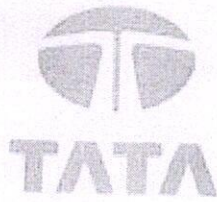
- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
  - \*There is no criminal offence registered/pending against you
  - \*There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- \*PAN Card (Permanent Account Number)
- \*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)





- \*Passport
- \*NSR E-Card

## 20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

## 21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

## 22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

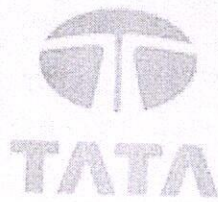
## 23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.









### Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

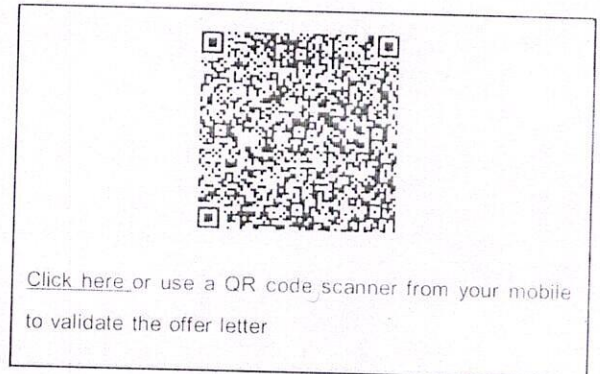
Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

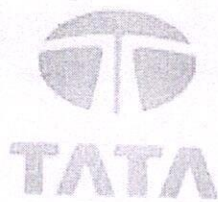
For TATA Consultancy Services Limited

Girish V. Nandimath  
Global Head Talent Acquisition & AIP



- Encl: Annexure 1: Benefits and Gross Salary  
Annexure 2: List of TCS Xplore Centres  
Annexure 3: Confidentiality and IP Terms





# GROSS SALARY SHEET

Annexure 1

Name	V Shloka
Designation	Assistant System Engineer-Trainee
Institute Name	Sumathi Reddy Institute Of Technology For Women

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
<b>1) Fixed Compensation</b>		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
<b>2) Performance Pay**</b>		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
<b>3) City Allowance</b>	200	2,400
<b>4) Annual Components/Retirals</b>		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
<b>TOTAL GROSS</b>	<b>27,415</b>	<b>3,36,877</b>

# Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

\* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore / Xperience Program.

\*\*The Performance Pay is applicable upon successful completion of the TCS Xplore / Xperience Program.

\*\*\* For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
<b>GROSS BOUQUET OF BENEFITS</b>	<b>7,646</b>	<b>91,752</b>





## Annexure

<b>Ahmedabad</b> TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	<b>Bangalore</b> TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
<b>BUBANESHWAR</b> TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	<b>Chennai</b> TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
<b>DELHI – Gurgaon</b> TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	<b>DELHI – Noida</b> TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
<b>Guwahati</b> TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House, G.S. Road, Dispur, Guwahati - 781006, Assam	<b>Hyderabad</b> TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
<b>INDORE</b> TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	<b>KOLKATA</b> TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
<b>KOCHI</b> TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	<b>MUMBAI</b> TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
<b>NAGPUR</b> TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	<b>PUNE</b> TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
<b>Trivandrum</b> TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O. Trivandrum - 695581, India	





## Annexure

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

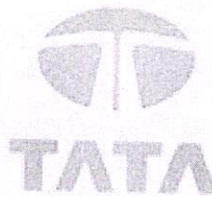
(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.





## 2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

## 3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.