

June 3, 2022

HRD/3T/1003436093/22-23

Mr. Manish Vitthal Naik
Flat No.18 Fourth Floor,
Swami Samarth Developers, Opposite Of Nalanda School,Dhayari
Pune-411041
India

Ph: +91-9422974979

Dear Manish,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources - Infosys Limited

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Dear Manish,

Congratulations! We are delighted to make you an offer as **Systems Engineer Trainee** and your role is **Systems Engineer** .

Here are the terms and conditions of our offer:

Definition

The following terms shall have the following meanings for the purpose of this Offer of Employment ("**Offer Letter**" hereinafter).

"**Affiliates**" means any entity that controls, is controlled by, or is under common control with the Company.

"**Company**" refers to Infosys Limited.

"**Control**" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Training**" shall mean and include all the training that shall be imparted to you on joining the Company.

Joining

Your scheduled date of joining the employment of the Company will be **13-Jun-2022**.

Location

Your location for employment is **MYSORE, India** .

You may be asked to relocate to any of our units, departments or the offices of our Affiliates and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this Offer Letter, hereby give your irrevocable consent to the above.

Training

You recognize and accept that at the time of appointment as Systems Engineer Trainee, except exposure to academic knowledge, you have received no formal, effective, technical or practical training to independently function as a Systems Engineer Trainee who is commercially viable to the Company. You further recognize and accept that prior to and at the time of joining the Company, you have not been exposed to and, therefore, have not acquired any management or communication skills, which are essential for performance of duties by you which meet the current business needs, parameters, standards and efficiency levels required by the Company.

Therefore, you would need to undergo the Training program at the Company. The Training program may consist of classroom/virtual training and/or on-the-job training. The duration of the Training will be based on the business requirements of the Company.

Terms and Conditions during Training

You are aware that the Company would be expending substantial sums of money and incurring costs, expenses, man hours etc. in the process of selecting and appointing you as Systems Engineer Trainee and thereafter imparting Training to you.

You further accept, agree and admit that the nature, quality, intensity and content of Training to be imparted by the Company is not available or imparted by any other company of a similar nature. The Training is designed to satisfy the exclusive requirements of the Company.

You admit and recognize that the technical and management Training involves substantial Training costs, man hours, resource utilization and is the result of the Company` s pro-active policies in encouraging leadership qualities.

You recognize and accept that the Company would suffer substantial financial loss, inconvenience, loss of resources, man hours, etc., in the event you fail to complete the Training and/or leave the Company during the Probation period.

You, therefore, agrees that in the event of you leaving the Company before completion of the Probation period with the Company for any reason whatsoever, you shall be liable to pay to the Company compensation /damages amounting to Rs. [1,00,000]/- (Rupees One Lakh).

You accept, agree and admit that the aforementioned amount is a genuine, fair and reasonable estimate of the damages, loss and expenses that the Company would suffer on providing you the Training and/or if you leave the Company during the Probation period.

You acknowledge that the failure to complete the Training successfully or leaving the Company within the Probation Period shall mean and include:

- a) Failure to complete the Training and/or the Probation Period by being absent for any reason(s) whatsoever from the Company;
- b) Leaving the Company for the purpose of higher studies, research, alternate employment, alternate Training or any other purpose during the Probation period.
- c) Dismissal by the Company for any act of misconduct, indiscipline, absence, refusal to obey orders, breach of internal policies of the Company or unsatisfactory response from you during the Probation period.

Please be advised that you, by accepting this Offer Letter, hereby give your irrevocable consent to the above.

Probation and Confirmation

You will be on training / probation for a period of 18 (Eighteen) months from the date of joining the Company. On successful completion of your training / probation, you will be confirmed as a permanent employee. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet in Annexure - IV.

Leave

You are entitled to earned Leave, right from your date of joining. You will be eligible for 15 (Fifteen) working days of earned leave annually, for the first two years of your tenure with the Company. On completion of two years of service, subject to your confirmation as a permanent employee you will be eligible for 20 (Twenty) working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the fiscal year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Increments and Promotions

Your growth and increase in salary will depend solely on your performance and contribution to the Company. Salary increases are normally given on an annual basis.

Transfer

Your services can be transferred to any of our units / departments situated anywhere in India or abroad. At such time compensation applicable to a specific location will be payable to you.

Compensation and Benefits

Salary

Your total gross salary during the first six months from the date of joining will be **INR 25,000** per month and Total Gross Salary post successful completion of six months will be **INR 30,000** per month. The break-up of your salary has been provided in the Compensation Details sheet in Annexure - I and Annexure - II.

The effective date of the revised salary will be the 1st of the month succeeding the month in you have completed 6 months.

Performance- linked Incentive

You will be eligible for a Performance-linked Incentive (PI) upon successful completion of six months from the Date of Joining, to a maximum of 20% of your Fixed Gross Salary, based on your performance during the six months period.

The details of this scheme will be communicated on your joining. Please refer to the Compensation Details sheet for more details.

Ex - Gratia / Bonus

You will be eligible for an Ex - Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure - I and Annexure - II of this letter. The mode of payment for Financial Year 2021 - 22 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company Intranet, based on your preferences and income tax plans.

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure - IV for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 62,00,000** of which **INR 32,00,000** is covered towards natural death, and **INR 30,00,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 250**.

The details of the Scheme would be available to you when you join the Company.

Passport & Driving License

It would be to your advantage to have a valid passport and a four-wheeler driving license at the time of joining the Company. Our offer to you is subject to your having a valid passport or producing a proof of having applied for the same.

Notice Period

During the probation period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training/employment can be terminated by the Company with one-month notice or salary thereof. On confirmation, you will be required to give three month's notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months notice or salary thereof.

In the event you do not successfully complete your training, or you are involved in an act that constitutes misconduct, your training/employment can be terminated by the Company with immediate effect without notice.

Background Checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Offer Annexure for India.

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other Terms and Conditions

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

Our offer to you as a **Systems Engineer** is conditional upon your having fully completed your graduation/post-graduation, without any active backlog papers and with a pass percentage not lesser than as specified during the selection process. You should also have completed all studies, course requirements and examinations required for the award of the educational qualification recorded by you in your application for employment with Infosys. You will be required to produce all marks sheets and other relevant documents at the time of joining.

You will produce all marks sheets and other relevant documents. All these proofs will need to be submitted on the day of joining. Further, you should have been declared as passed by the relevant examination authority. The determination of the adequacy or authenticity of all or any of the proofs and any condonation of delay in submission of the same will be at the Company`s discretion.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the Intranet `Sparsh`. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure-III).

This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

ANNEXURE - I
(Compensation during the first six months from the Date of Joining)

COMPENSATION DETAILS (All figures in INR per month)				
NAME	Mr. Manish Vitthal Naik			
ROLE	Systems Engineer			
ROLE DESIGNATION	Systems Engineer Trainee			
1. MONTHLY COMPONENTS				
BASIC SALARY				15,000
BASKET OF ALLOWANCES				4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)				2,850
MONTHLY GROSS SALARY				22,328
2. ANNUAL COMPONENT				
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)				150
3. RETIRAL BENEFITS				
PROVIDENT FUND - 12% of Basic Salary				1,800
GRATUITY - 4.81% of Basic Salary*				722
FIXED GROSS SALARY (1+2+3)				25,000
TOTAL GROSS SALARY				25,000
OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time				
*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				

ANNEXURE - II
(Compensation post successful completion of six months)

COMPENSATION DETAILS (All figures in INR per month)	
NAME	Mr. Manish Vitthal Naik
ROLE	Systems Engineer
ROLE DESIGNATION	Systems Engineer Trainee
1. MONTHLY COMPONENTS	
BASIC SALARY	15,000
BASKET OF ALLOWANCES	4,478
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	2,850
MONTHLY GROSS SALARY	22,328

2. ANNUAL COMPONENT	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	150

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	1,800
GRATUITY - 4.81% of Basic Salary*	722
FIXED GROSS SALARY (1+2+3)	25,000

4. INCENTIVE COMPONENTS	At an indicative Payout of 5%	At indicative Payout of 10%	At indicative Payout of 20%
TRAINING PERFORMANCE LINKED INCENTIVE (TPI)	1,250	2,500	5,000
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 5% of FGS)	26,250		
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 10% of FGS)	27,500		
TOTAL GROSS SALARY (Inclusive of the incentive Component at indicative payout 20% of FGS)	30,000		

OTHER BENEFITS				
Scheme	Eligible Amount In INR	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SALARY LOAN (subject to submission of Trainee Agreement)	12000 (without security)	Nil	12	Nil

All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time

*The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act