

Appointment Letter

Date: May 16, 2019

Vishal Sangale
Nr.Irrigation Bangala,
Nimgaon Jali Rd. Ashvi
Sangamner
Ahmednagar – 413714

Dear Vishal Sangale,

With reference to our employment offer letter dated May 8, 2019, we are pleased to offer you an appointment in our organization as **Application Developer Trainee** at FJ07 level in Oracle. We strongly believe that the association would be mutually beneficial.

Your annual salary along with the break-up of salary is attached herewith in Annexure-A.

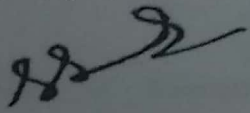
You are required to join on **May 16, 2019** and the offer stands withdrawn thereafter, unless the date is extended by us and communicated to you in writing.

In token of your acceptance of this appointment, kindly sign this letter and the employment agreement attached hereto at the bottom of the right corner of each page, and return the duplicate copy of the same to the HR department. The location of your initial reporting & posting would be Chennai. However, the location of your posting can be changed to any of our units / departments situated anywhere in India or abroad depending on the business requirements.

You shall be on probation for 12 months period from the date of joining. Unless communicated otherwise your services would be deemed to be confirmed on completion of the period of probation after your successful completion of certification of N-3/N-4 level Bilingual Training or any extension thereof as per the terms of your employment agreement and in accordance with the policies of Fujitsu Consulting India Private Limited. Your employment shall at all times be governed by the employment agreement and the policies of Fujitsu Consulting India Private Limited as amended from time to time. In case you require any further clarification, please contact HR Department.

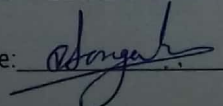
We welcome you to Fujitsu consulting India Private Limited, and wish you a rewarding career over the years to come.

For Fujitsu Consulting India Private Limited,


Sumit Sabharwal
Function Director - Human Resources

I accept the appointment
Name: VISHAL BABASAHEB SANGALE

Commencement Date: 16/05/2019

Signature: 

Place: CHENNAI

Employment Agreement

This agreement made effective on May 16, 2019 between

Fujitsu Consulting India Private Limited, a company incorporated and existing under the Companies Act, 1956, and having its registered office at A-106, LGF, Dayanand Colony, Lajpat Nagar-IV, New Delhi, PIN - 110024, India (hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the ONE PART;

AND

Vishal Sangale, 22 years, Indian National, residing at Nr. Irrigation Bangala, Nimgaon Jali Rd. At- Pratappur, Post- Ashvi, B.K., Sangamner, Ahmednagar - 413714 (hereinafter referred to as the "Employee" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the OTHER PART The Company and the Employee are, wherever the context so requires, hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS the Company is in the business of software services which encompasses of providing technical consulting, development and professional services, in accordance with the needs of its Clients (as defined hereinafter).

And, WHEREAS the Employee desires to be employed by the Company and the Company has made an employment offer ("Appointment Letter") to the Employee and in pursuant thereof desires to employ the Employee on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND CONSTRUCTIONS

1.1 For the purpose of this Agreement, the following terms shall have the meaning set forth in this paragraph:

- "Agreement" shall mean this agreement including the Annexures attached hereto.
- "Associated Company" shall mean:
 - (i) which is directly or indirectly controlled by the Company; or
 - (ii) which directly or indirectly controls the Company; or
 - (iii) which is directly or indirectly controlled by a third party who also directly or indirectly controls the Company; or
- "Client(s)" shall mean any Person, which does business with the Company or has requested or received a proposal to do business with the Company.
- "Confidential Information" shall mean all nonpublic information including but not limited to specifications, designs, drawings, algorithms, processes, systems and procedures, computer programs, methods, ideas, "know how" and, business information such as sales and marketing materials, plans, accounting and financial information, credit information on Clients, list containing the names, addresses and business needs of Clients, sales

reports, price list, personal records including the names and addresses of Company's Employees, contractors and sub-contractors and any other information relating to the Company and/or the Associated Company which Employee learns, discovers, conceives, or originates or prepares during his employment with the Company whether designated as confidential expressly or by the circumstances in which it provided, is to be kept confidential or which the Employee might reasonably expect the Company would regard as confidential. Confidential information shall not include information which, now or in the future, is available to the public (other than through improper disclosure by Employee or by another person) or information rightfully acquired by a third party.

- "Intellectual Property" shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of other jurisdictions and shall include any product or process of the human intellect whether registrable as patents, trademarks, copyrights, designs or otherwise such as an invention, expression or literary creation, unique name, trade secret, business method, database, industrial process, computer program, source code, process and presentation.
- "Intellectual Property Rights" shall mean all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same);
- "Person" shall mean and include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political sub-division, or agency or instrumentality thereof and/or any other legal entity.

1.2 Construction

- Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.
- The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders and the words denoting persons shall include bodies corporate unincorporated associations and partnerships.
- Unless otherwise stated time will be the essence of contract for the purpose of the Obligations under this Agreement.
- Unless otherwise stated references to sections, sub section, sub-paragraph relate to this Agreement.

2. COMMENCEMENT OF EMPLOYMENT

2.1

The Employee's employment with the Company will commence from May 16, 2019 ("the Commencement Date.") and shall continue till termination of such employment in accordance with this Agreement.

2.2

The Employee will be on probation for a period of 12 months. This period may be extended at the Company's discretion. In case Employee fails to complete the Certification of N-3/N-4 Level of Bilingual Training within two successive attempts as advised by FCIPL or for any other reason

this period may be extended at company's Discretion. During the probationary period and any extension thereof ("the Probationary Period"), either Party shall be entitled to terminate this employment, without assigning any reason, (i) by giving 15 days prior notice during the first six months and from seventh month onwards the notice period will be of 90 days or. (ii) by paying salary (that is, as per Employee CTC) in lieu of notice. The Company shall have the right to terminate the Employee's employment during the Probationary Period for misconduct or failure or deficiency to perform duties under the Agreement forthwith by written notice. Unless communicated otherwise, the Employee services would be deemed to be confirmed on completion of the period of probation or any extension thereof.

2.3 During the period of employment with the Company, the Company will incur substantial expenditure in connection with the recruitment, induction, infrastructure (outsourced as well as within), seat, trainer, salary, incentives, certification, professional, technical, Japanese language training for Certification of N-3/N-4 Level towards the Employee. Therefore, the Company will incur substantial financial loss in the event of the breach of this agreement and that of the Service Bond that would be required to be signed by the Employee, including his/her leaving the Company for any reason/s within a period of Two years from commencement date. The Employee shall compensate the Company by paying 2,00,000/- (Rupees Two Lakhs Only) for any such breach of this agreement.

3. DUTIES

3.1 Employee agrees and acknowledges that the employment of the Employee shall at all times be governed by the terms and conditions set forth in this Agreement and other conditions outlined in the Offer Letter and the policies and procedures of the Company from time to time.

3.1.A The Employee is required to abide by security policies and procedures prevailing in Company from time to time and as applicable to its role and designation in the Company. It is the Employees obligation to be familiar with all Company security policies, procedures and instructions, and remain current on all trainings related to security and to raise to their manager any security vulnerabilities of which they become aware.

3.2 Employee shall be performing such computer programming, software development, system analysis, technical consulting, technical writing or any other specialized technical work and marketing as directed to be performed by the Company or Company's Client.

3.3 Employee agrees and understands that the nature and scope of Employee's work may change from time to time based on the requirements of the Company.

Employee acknowledges that though the Company typically observes Saturdays and Sundays as weekly off days. However depending upon the Project/Assignment delivery need(s), the Company may require utilizing these days as normal working days or may even require different working hours and the Employee agrees they will strictly adhere to the work schedule as provided by the Company.

At times, the Employee may also be required to work in different shifts based on the business requirements so Employee agrees not to refuse incase instructed to stay over beyond working hours or to work in shifts due to exigencies of work.

Employee acknowledges and agrees that the Company reserves the right to transfer or depute them anywhere in India or abroad them to any of the Company's location, division, department, or to any other organization, or at any of the Client offices, project locations, divisions or departments.

3.4 The Employee shall be required to travel as may be necessary in the performance of the Employee's duties. The Employee agrees that he may be required as part of his employment to perform duties or services not only for the Company but also for any Associated Company where such duties or services are of a similar status to or consistent with the Employee's designation with the Company. The Company may at its sole discretion assign the Employee's

employment to any Associated Company on terms and conditions that are no less favorable than those set out, or referred to, in this Agreement.

- 3.5 The Employee shall be permitted to provide the address of the Company only to valid business contacts and shall be individually responsible for it. The Company does not take any responsibility for any of Employee's personal mails received at the Company's address.
- 3.6 The Employee shall at all-time strictly adhere to the Information Security policies and procedures including GDC and GPMO - End User Security Policy of the Company and under no circumstances copy, download or extract any licensed, unlicensed, paid or unpaid programs, software's, data, information or applications, during the course of employment whether working onsite or offsite, using Company's or Clients Internet or email or any other IT related resources. Non-compliance of any provision of said policy may result in disciplinary action, including immediate termination from service for cause.

4. TERM:

Subject to the Employee's acceptance of the Appointment letter and signing this Agreement, Employee's employment with the Company shall commence from the Commencement Date and shall continue unless terminated as per Section 6 below.

5. COMPENSATION & BENEFITS

- 5.1 The Employee's annual salary for all services rendered shall be as specified in Annexure A (less applicable withholdings), payable in accordance with the Company's policies, procedures and practices, as they may exist from time to time. The Employee confirms that the compensation includes amount payable for assignment of Intellectual Property as envisaged below and adhering to all rights and restrictions contained in this Agreement.
- 5.2 The Employee's benefit package shall be as specified in Annexure A, as per the Company's policies, procedures and practices, as they may exist from time to time.
- 5.3 Employee acknowledges and agrees that the Compensation structure may be altered/ modified by the Company at any time without any prior notice to Employee.
- 5.4 Employee further agrees that the Salary, allowances and all other payments/ benefits shall be governed by the Company's rules as well as statutory provisions in force and subject to deduction of appropriate taxes at source. All incentive payments are provided to Employee by the Company's at its own discretion and may be changed or cancelled at any time.
- 5.5 The expenses/costs related to fees of first attempt of the examination for the Certification of N-3 Level of Bilingual Training shall be paid and borne by the Company. In case of any second or further attempt of such examination, as may be allowed by the Company, the Employee acknowledges and agrees to pay and bear the expenses/costs related to fees of such second or further attempt of examination for the Certification of N-3/N-4 Level of Bilingual Training

6. TERMINATION OF EMPLOYMENT AND CONSEQUENCES OF TERMINATION

6.1 Termination

- 6.1.1 Subject to Clauses 3.6, 6.1.2 and 6.1.3 hereof, either the Employee or the Company may terminate this Agreement by giving the other Party written notice of at least 90 calendar days in advance of the Party's intent to terminate the Agreement or by payment of salary in lieu thereof. On the notice being served on the Company, the Company, at its discretion, may relieve the employee without completion of the notice period. The Company shall be entitled to pay salary in lieu of notice to the Employee in the event of termination of the employment by the company. Due to exigencies of business the Company may, at its sole discretion, reject the adjustment of salary in lieu of notice and ask you to serve either the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issuance of a letter by the Company to that effect.

Not fulfilling the notice period conditions would mean that the Company may, at its discretion, initiate legal proceedings against the delinquent employee. In case the Trainee fails to clear the examination in the successive second attempt, the Company reserves the right to take any such actions as deemed fit and not limited to the termination of the Trainee from the Services provided by him to the Company.

6.1.2 Reasons for termination

Without prejudice to the grounds of termination as stated in Clause 3.6, 6.1.3, 6.1.4 and 13 the employee is liable to be terminated or dismissed from his services with immediate effect for good cause in the following situations which are by way of illustration and not limitation to other grounds for dismissal for good cause:

- Misconduct or disobedience of written instructions given by the reporting officer or higher management.
- Misrepresentation or giving false statements about personal, academic or professional background or suppression of relevant facts during the selection process or at the time of joining
- Involvement in criminal offence
- Violation of the terms of employment and undertaking given at the time of joining/ or thereafter, or violation of the service agreement
- Medically or mentally unfit
- Sexual harassment
- Loss of confidence
- Abetting or inciting others to disobedience or misconduct
- Indulging in unprofessional activities
- Moral turpitude
- Obstruction or lack of cooperation in any investigation by the Company or any government agency
- Theft of Company's (or Clients) proprietary data, information
- Unethical conduct
- Any substance abuse, not limited to drug, alcohol addiction
- Conflict of interests with Company's business interests
- Seven days of unapproved or uninformed absenteeism from Duty would be treated as 'Absconding' (and followed by termination as per policy)
- Failure to adhere to any instructions or directions of the Company in the ordinary course of employment, including but not limited to, directions as to temporary or permanent postings, relocations or deputations at any business location of the Company or any business location of its client within India or outside India.
- Failure to clear the examination in the successive second attempt by the Employee, gives Company the right to take any such actions as deemed fit and not limited to the termination of the Employee from the services provided by him to the Company.

6.1.3 The Company reserves the right to terminate this Agreement without any prior notice if the employee is found unsuitable due to performance or other reasons, within the first 90 days of the Agreement.

6.1.4 In case of any acts by the Employee, committed directly or indirectly, resulting in damage to the Company or affecting the interests of the Company, gives Company the right to terminate the services of the Employee under this Agreement and in such case the Company is not liable to give any prior notice to the Employee regarding the termination of the Agreement. In such cases, the Employee will be liable to pay the sum of Rs.2,00,000 (Two Lakh Rupees) as the expenses incurred by the Company for the Employee mentioned in Clause 2.3

- 6.1.5 Notwithstanding anything contained in this Agreement, employee is liable to be terminated or dismissed from the services in case unsatisfactory performance by serving advance notice of at least 30 calendar days in advance of the Party's intent to terminate the Agreement or by payment of salary in lieu thereof except in the following cases:
- (a) in case of unsatisfactory performance improvement process where the employee can be terminated without any advance notice or salary in lieu thereof
 - (b) when the employee is terminated during the first 90 days as stated in clause 6.1.3,
- 6.2 Consequence of termination
- 6.2.1 The Employee agrees that the Company may, and the Employee expressly authorizes the Company to, deduct from the Employee's payment any such outstanding expenses, which were or remain unpaid at the time of the termination of the Employee's employment. In case of termination within a period of 12 months from the Commencement Date, the Company would be authorized to deduct the joining relocation expenses incurred on the Employee, if any, along with an amount of INR 5000 towards administrative and other expenses.
- 6.2.2 Any provision or covenant of this Agreement, which expressly, or by its nature, impose obligations beyond the expiration or termination of this Agreement, shall survive such expiration or termination.
7. PERSONAL SERVICES OF EMPLOYEE: Employee must personally perform the work as directed by the Company. Employee agrees not to hire, supervise or pay assistance to other individuals to perform any portion of work, except as specifically directed in writing by the Company.
8. EXCLUSIVITY: Employee hereby agrees that during the term of this Agreement he shall provide full time services to the Company and shall not provide services, consultancy or advisory work whether paid or unpaid, full time or part time to any other third party without the express written consent of the Company.
9. NON-COMPETE AND NON-SOLICITATION
- 9.1 During the subsistence of this Agreement, the Employee undertakes not to directly or indirectly in any manner whatsoever:
- (i) serve as an advisor, agent, consultant, director, employee, officer, partner, proprietor or otherwise of any business in competition with the Company's business as conducted by the Company during the course of his employment with the Company;
 - (ii) have any ownership interest in any business in competition with the Company's business as conducted by the Company during the course of his employment with the Company; and
 - (iii) Participate in the organization, financing, operation, management or control of any business in competition with the Company's business as conducted by the Company during the course of his employment with the Company.
 - (iv) Have any complete or partial ownership interest in Vendor / Customer / Partner of the Company without seeking written approval of the Company. For seeking approval, Employee is required to provide necessary details in the Company's prescribed format as provided in Quality Management System.
- 9.2 During the subsistence of this Agreement and for a period of twelve months immediately following the termination of this Agreement, the Employee undertakes not to directly or indirectly in any manner whatsoever:

- (a) induce, or solicit, or entice or procure, any person who is a Company employee, independent contractor or consultant to leave the Company's employment or other working arrangement; or
 - (b) be personally involved to a material extent in (i) accepting into employment or (ii) otherwise engaging or using the services of any person who is a Company employee;
 - (c) solicit, contact, interfere with, do business with or endeavour to entice away from the Company any Person who is, or was a Client of the Company or was a prospective customer or client of the Company and with whom the Employee had contact during the employment tenure.
- 9.3 The Employee undertakes that in the event he leaves the employment of the Company for any reason whatsoever, he hereby grants consent to notification by the Company to his new employer about his obligations under this Agreement.
- 9.4 That the employee agrees not to directly or indirectly compete with the business of the Company during the period of employment and for a period of one year following termination of employment and notwithstanding the cause or reason for termination. The term "not compete" as used herein shall mean that the Employee shall not accept employment or any other engagement with any client of the Company including any customer or associate of that client and that the Employee shall not engage in any business activity in which the Company may substantially involve itself during the term of employment.
10. DIRECTIONS, SUPERVISION AND COOPERATION:
- 10.1 Employee agrees to adhere to all applicable policies, procedures and rules of the Company as mentioned in the various employee policy document (the "Policy Documents") and as may be amended and revised from time to time. The Employee Handbook shall inter alia include provisions relating to conduct of employees including conduct of employees on Client's site, holidays, sickness, grievance redressal procedure, behavior towards women employees etc. and the Employee is required to abide by the same. In case of being posted at client site, the employee agrees to abide and adhere to all applicable policies, procedures and rules of the client.
11. CONFIDENTIALITY
- 11.1 The Employee agrees and acknowledges that during the course of his employment with the Company, the Employee shall have access to Confidential Information of the Company and/or the Associated Company and/or its Vendors and Clients present, past and/or prospective as well as personal information of other Associates. The Employee understands and acknowledges that access to the Confidential Information has been provided to the Employee solely as a consequence of his employment with the Company.
- 11.2 The Employee understands and acknowledges that the Confidential Information is of immense value to the Company and/or its present, past or prospective clients. The Employee understands that any use or disclosure of such Confidential Information including any inadvertent disclosure can cause immense and irreparable harm, loss, damage and injury to the Company or its Associated Companies or its Vendors or its Clients or its fellow Associates and their reputation and hence the Employee undertakes to keep such Confidential Information confidential and use it solely in the manner expressly authorized by the Company and only during the term of his employment with the Company.
- 11.3 The Employee shall neither during his employment (except in the proper performance of his duties) nor at any time after its termination directly or indirectly:
- (i) use, for his own purposes or those of any other person, company, business entity or other organization whatsoever; or

- (ii) disclose to any person, company, business entity or other organization whatsoever; any Confidential Information relating or belonging to the Company or any of its Clients.

12. INTELLECTUAL PROPERTY

- 12.1 The Employee acknowledges that all Intellectual Property which the Employee solely or jointly conceives or develops or reduces to practice or causes to be conceived or developed or reduced to practice, during his employment with the Company, shall belong to the Company absolutely and the Company alone, at its sole discretion, shall have the right to exploit any and all of the said Intellectual Property rights by any means throughout the world. The Employee shall not have nor claim any right in any of the aforementioned Intellectual Property in any manner whatsoever. The Employee further understands and agrees that the decision whether or not to commercialize or market the Intellectual Property is within the Company's sole discretion.
- 12.2 The Employee hereby irrevocably and unconditionally waives any and all moral rights or any rights of similar nature under any law in any jurisdiction in and to any and all material written, created or devised by him whether solely or jointly and pertaining specifically to the operation or business of the Company or resulting from or suggested by anything which the Employee shall have done pursuant to his appointment with the Company.
- 12.3 The Employee hereby irrevocably appoints the Company as its constituted attorney for the purpose of executing in the name of the Employee and on his behalf all such deeds and documents as may be required pursuant to this Section 12 which relate to Company's ownership of Intellectual Property Rights.
- 12.4 The Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to the Company of all Intellectual Property created by him.

- 13. REPRESENTATIONS: The Employee represents and warrants that all information provided by the Employee (including resume, interviews, degree documentations, prior employers and positions held with that employer and references) for the purposes of employment with the Company is true and accurate. Employee further warrants that he is not restricted by any agreement, arrangement, contract, understanding, Court Order or otherwise and has no conflict of interest derived from an employment or other agreement made with any third party. Employee understand that any misstatement made by Employee concerning his background information and qualification or agreements made with other parties may be grounds for immediate termination by the Company and the Employee shall be responsible for any damages that may have been caused to the Company.

14. General Provisions:

14.1 Moral Responsibility & Honesty:

The employee is expected to deal with Company's , Associated Company's and Third Party's money, material and documents with utmost honesty and professional ethics. The employee service may be dispensed at any time without any notice if the employee is found guilty of gross indiscipline, fraud, falsification of documents misappropriation of any corporate assets or opportunities or acting against the interest of the Company.

14.2 Secrecy:

- a) The employee shall not give anyone, by word of mouth writing, facsimile any particulars or details, which he or she acquires during the course of this employment with the Company of its working system, technical know-how, security arrangements, administrative and/or

Organization matters and of its clients whether confidential, secret, either during the employment with Company or afterwards.

b) Employee acknowledges that the terms and conditions of this contract, as stipulated here or to be intimated hereafter are to be treated as strictly confidential and he/ she will not divulge its contents to any employee of the Company/person connect with the Company.

14.3 Education:

In case the employee intends to appear in some examinations or wish to attend some classes while working with the Company, then he/ she is required to obtain prior permission in writing from the Functional Head HCM of the Company by giving full details of course including time frame involved

14.4 Disclosure of Criminal offence

Employee is required to make a full disclosure in the event of having been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to joining the Company. The disclosure should be made in the Company's prescribed format as provided in Quality Management System.

15. MISCELLANEOUS

15.1 Indemnity

15.1.1 Without prejudice to any other right available to the Company in law or under equity, the Employee hereby indemnifies and agrees to defend and hold harmless the Company their directors, officers and employees, from and against any and all losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, assessments, interest, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) (the "Losses") based upon, arising out of, or in relation to or otherwise in respect of:

- (i) any act of neglect or misconduct in respect of any matter arising out of carrying out the duties assigned to the Employee; or
- (ii) breach of representation or warranty ; or
- (iii) any breach in respect of any matter arising out of carrying out the duties assigned to the Employee resulting in any successful claim by any third party against the Company.

15.2 Notices

15.2.1 Any notice or other communication required to be sent under this Agreement by the Company shall be sent or delivered to the address as noted in the company records.

15.3 Entire Agreement

This Agreement embodies the entire Agreement between the Parties hereto and other than additional authorizations or documents signed in connection with employment supersedes all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such Parties.

15.4 Severability

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be imperative and shall not be part of the consideration moving from either Party hereto the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

15.5

Modification and Waiver:

No modification or amendment of this Agreement shall be valid or binding unless made in writing and, in the case of an amendment, executed by both the Parties and in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay on the part of any of the Parties in the exercise of any right, power, privilege or remedy provided in this Agreement shall operate as a waiver of such right, power, privilege or remedy, or as a waiver of any preceding or succeeding breach by the other Party to this Agreement. Any single or partial exercise of any right, power, privilege or remedy shall not preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at law or in equity.

15.6

Force Majeure

Neither Party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including, without limitation, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

15.7

Contradiction

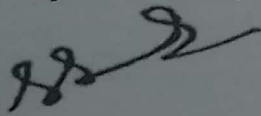
In case of any contradiction between this contract and Company general policies, Company Policies as stated in the Quality Management System shall prevail but only to extent of contradiction.

15.8

Governing Law and Jurisdiction

This Agreement is made under and will be construed in accordance with the laws of India. Both Parties irrevocably agree that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the courts of Pune and with that end and intent in mind the Parties submit to the exclusive jurisdiction of courts of Pune only.

For Fujitsu Consulting India Private Limited,



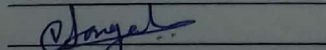
Sumit Sabharwal
Function Director - Human Resources

I HAVE CAREFULLY READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT. I CONVEY MY ACCEPTANCE BY SIGNING A COPY OF THIS AGREEMENT AND RETURNING THE SAME TO THE COMPANY.

Name in Full VISHAL BABASAHEB SANGALE

Place: CHENNAI

Signature



Date: 16/05/2019

Address

Near Irrigation Bangala
Nimgaonjali Rd. Ashvi
Sangamner, A. Nagar
413714

Encl: Annexure-A (Salary Structure)

vishal Sangale
Application Developer
Trainee

Annexure-A

With reference to your Appointment Letter, the compensation package would be as mentioned here under

A	Emoluments	Monthly(s.)	Annualized(Rs.)
1	Basic	15000	180000
2	House Rent Allowance	1500	18000
3	Education Allowance	200	2400
4	Other Allowance	354.00	4248
5	Bonus	3800	45600
	TOTAL 'A'	20854	
B	Flexible Benefits Plan *		
1	Telephone Reimbursement	0	0
2	Leave Travel Allowance	N/A	0
	TOTAL 'B'	0	
C	Others		
1	Company Contribution to Provident Fund(PF)	1800	21600
2	Short Term Incentive Pay**	0	0
3	Timesheet Linked Payout	1000	12000
4	Project Allowance***	0	0
	TOTAL 'C'		283848
	Employee Benefit Insurance ****	N/A	7500
	Gratuity	N/A	8652
	TOTAL COST TO COMPANY		300000

*Flexible Benefits Plan are exempt from tax to the extent of Bills/Proofs produced and as admissible under Tax rules.

**Short Term Incentive Pay (STIP) shall be payable as per STIP plan applicable for the financial year. The payout shall be based on the discretion of management and will depend on performance of the organization & individual. The payout will be made only if you are on company rolls on the last day of the applicable PI period.

***Project Allowance will be paid as per the policy

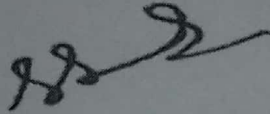
**** Employee Benefit Insurance covers a packaged cost of medical, life and personal accident insurance.

The Monthly portion of the salary will be paid by the 1st banking day of the next month, Taxable components of the Quarterly portion will be paid along with the Payroll for the Quarter-end months (June, Sept, Dec and March) and the Annual portion will be paid with March Payroll.

As part of the Company's prevalent Welfare Policy, each employee is suitably insured. Within 45 days of your employment, the Company would also take an insurance cover for you for Rs.7,00,000 and a Medclaim policy for Rs. 1,25,000 Insurance covers would begin after the Insurance Company accepts and processes all information provided by you after joining. Any subsequent claims will be submitted by the employee to the Insurance Company and will be subject to the terms and conditions of the Insurance Company.

The Company provides for Gratuity benefits to all its employees.

For Fujitsu Consulting India Private Limited,

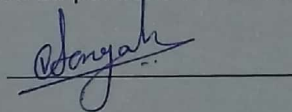


Sumit Sabharwal
Function Director - Human Resources

Declaration:

I have read and understood all portions of Annexure- A. I accept the same.

Employee Signature



Date 16/05/2019

Employee Name

VISHAL SANGALE