



27 July 2021

Name: Joy Prabhakaran P. Consultant No: 24680 Location: Bangalore

Dear Joy,

We are pleased to inform you that the "Consultant Agreement" dated 15 February 2021 (Original agreement date) between Tata Elxsi limited and yourself has been extended for a further period from 15 August 2021 to 28 February 2022.

The consultant fees for the said extension period would be Rs. 4,00,000/- per month exclusive of GST.

The Consultant shall submit an invoice on or before 20th day of calendar month. TEL shall pay the fees on or before 1st for the previous month. The applicable GST shall be included in the invoice submitted by the Consultant.

The Consultant shall ensure registration under the GST Act and other Acts as required and provide the proof of registration details to TEL and the same shall be mentioned in all the invoices

The fixed fees shall be payable to Consultant through wire transfer to Consultant's bank account, details of which shall be provided by the Consultant.

Payment of fees shall be subject to tax deducted at source. The Parties further agree that all other taxes, duties and other statutory charges and levies as applicable shall be borne by the Consultant. TEL will not be responsible for any claim towards taxes, levies or charges other than the charges mentioned and claimed in the invoice.

The Consultant shall not be entitled to any other payment other than the fee stated above for the Services rendered under this Agreement.

All other terms and conditions of the said agreement dated 15 February 2021 (Original agreement date) will remain the same.

We would request you sign at the designated space as a token of your acceptance.

With best wishes for mutually fulfilling association,

Yours Cordially.

Rajagopalan S.

Head - Human Resources

Place: Bangaiore

I accept the terms and conditions of the "Consultant Agreement" dated 15 February 2021 and the changes indicated thereof in this letter dated 27 July 2021

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Place:

TATA ELXSI

Tata Elsai Limited (The figure Schnedius) Sarry Ter via her 275% or 25 Fys. 1071 or 2600 (142) www.tatacker.com



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Rajagopalan S.

Head - Human Resources

Place: Bangalore

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Consultant Name: P. Joy PRABHAKARAW Signature:

Date: 28 July 2021

Place: Bargatore

TATA ELXSI



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Place: Bangalore

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Consultant Name:

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CONSULTANCY AND SERVICE AGREEMENT

THIS CONSULTANCY AND SERVICE AGREEMENT (hereinafter referred to as "Agreement") is entered on the 15th February 2021 by and between

TATA ELXSI Limited, a company incorporated under the laws of Republic of India and having its registered office at ITPB Road, Whitefield, Bangalore-560 048, India hereinafter referred to as "TEL" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the FIRST PART;

And

P. Joy Prabhakaran S/o P. A. Prabhakaran residing at E-115, Brigade Gardenia, JP Nagar 7th phase, Bangalore 560 078 hereinafter referred as "Consultant" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assigns) of the SECOND PART;

WHEREAS

- A. TEL is a leading Information Technology Company, engaged in the business of providing Product Design Services, Industrial Design & Engineering Services.

 Animation, Visual effects, Game asset building and System Integration services.
- B. Consultant is an academician of KS Institute of Technology (KSIT).
- C. TEL and Consultant have held discussions, whereby TEL has expressed its desire to engage the service of the Consultant to TATA ELXSI(hereinafter referred as ("Services")
- D. Pursuant to the above, the Consultant has agreed to render and provide Services to TEL, subject to and on such terms and conditions as set forth in this Agreement.

TEL and Consultant shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1) Scope of Agreement

Consultant shall provide TEL with the Services specified in Schedule 1 of this Agreement and TEL shall in consideration thereof pay the Consultant the fees set out hereinafter However, TEL reserves the liberty to change the scope of the Services specified in

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