



Mindtree

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India Employment Offer V201705

19.06.2018

**Ms. Navitha Singireddy
Hyderabad**

Dear **Navitha**,

I would like to personally welcome you to Mindtree Ltd. and am confident that you will build a long and mutually rewarding career with Mindtree. I strongly believe that it is individuals like you along with existing Mindtree minds that can build a Globally respected, successful and expertise-led company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident & Active". In addition our Mission, Vision & Core values guide all our business transactions.

Mindtree provides long-term career opportunities for every Mindtree Mind. I sincerely hope that, you will grow with us and together we will build a memorable institution.

Enclosed please find your employment letter and other relevant details.

Looking forward to seeing you soon in Mindtree.

Thanks and regards

A handwritten signature in black ink, appearing to read 'Pankaj Khanna'.

**Pankaj Khanna
Vice President - Revenue Assurance**



Mindtree

19.06.2018

To

Ms. Navitha Singireddy
Hyderabad

Sub - Employment Offer Letter

Dear Navitha,

We are pleased to make an offer to you to join Mindtree Ltd., at our Hyderabad office as Engineer - Imts in competency Level C1.

Your total cost to company will be **Rs. 349,992** per annum (this includes 12.00% Bonus) at the commencement of your service. You can get more details regarding bonus plan on joining. Details of the salary structure are given in Exhibit 2.

1. TERMS & CONDITIONS

This letter along with its Exhibits contains broad terms and conditions of service governing your employment. You are also bound by the terms in the attached Exhibits, the additional documents you execute upon joining Mindtree and other terms and conditions communicated to you from time to time in Mindtree's Policies. You are requested to contact the People Function for any clarifications on policies/rules/regulations, which are applicable to you and also refer the PeopleHub Portal for Policies and updates.

This employment is offered the clear understanding that your employment is on whole time basis and that you will not undertake any other part time/full-time work, without the prior written consent of the company. Other than the compensation mentioned herein, no additional payments are due. We expect you to keep the compensation details confidential at all times.

2. TRANSFER

You could be transferred to any of other offices/branches/subsidiaries/affiliates in India or abroad, should the need arise. You will abide by the company's rules and regulations as may be in effect from time to time with respect to your function, grade or location where you work in. In case you are deputed to a customer location, you shall abide by the customer policies applicable to you so that you do not commit any breach which adversely impacts Mindtree.



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3. RETIREMENT

Subject to your physical fitness, mental fitness, compliance with our Policies, Code of Conduct and other rules of the company established from time to time and performance of your role, you shall retire on the last day of the month of your sixtieth birthday unless an earlier date is decided mutually or under a change in laws applicable to you. For the purpose of age calculation, the date of birth as declared in the Mindtree application form will be treated as final.

4. INTELLECTUAL PROPERTY RIGHTS

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the company or create documents, reports or any other material capable of intellectual property protection, those, will be fully communicated to the company and will remain sole right/property of the company. Additional terms and conditions related to intellectual property and confidentiality are contained in the Exhibit 1 which you should carefully read and abide by.

5. CODE OF CONDUCT AND OTHER REFERENCES

An essential conditions of your employment is to abide by the Mindtree Policies, Code of Conduct and all other rules notified from time to time. We recommend that you refer the Mindtree Intranet and other available resources from time to time and keep in mind the terms and conditions of the Exhibits, the Mindtree Policies and other documents that you sign upon joining Mindtree. Any breach of these conditions shall be designated as Misconduct and result in disciplinary proceedings and actions. Please be aware that Sexual Harassment is also considered a misconduct which qualifies for disciplinary proceedings and actions including but not limited to termination.

6. TERMINATION

Either party may terminate the employment by giving the other party three months prior notice in writing. Waiver of notice period where you have initiated a termination of your employment by resigning on your own is at the sole discretion of the company.

Where circumstances so require at the discretion of Mindtree, the company may end your services with immediate effect by paying three month's salary and allowances, if any, in lieu of notice, without assigning any reason thereof.

In case we terminate your service due to your actual or likely breach of Code of Conduct, Policies, or for an event of sexual harassment, any offense, breach of laws, or under any disciplinary proceeding or like reasons of default, reasons of Cause for Termination (as defined in Exhibit 1) no notice or notice pay in lieu of notice shall be due to you.

7. TAX IMPLICATIONS

You are solely responsible for declarations and implications arising thereof for all personal income tax purposes. Mindtree shall make tax deductions of tax as required by law. Any false declarations in respect of financial disclosures shall be a cause for termination at Mindtree's discretion.



8. BACKGROUND CHECK & REFERENCES

We would be conducting a background and reference check on your employment details to which you hereby grant your consent.

Your employment with us and your continuation in service is contingent upon our obtaining a satisfactory report on the background check conducted by our approved agency relating to employment, experience, work history etc.

If any of the information provided by you is found to be inaccurate now or later, necessary action including termination of employment will be at Mindtree's discretion. In certain customer projects, our customers may request additional checks which you shall comply with.

In securing this offer, you have represented that you have certain educational qualifications and professional experience, hence we understand that you shall provide proofs of such qualifications and experience which we find satisfactory when asked by us or our background check agencies.

9. PERFORMANCE MANAGEMENT & SALARY REVISION

You will be eligible for Performance Review according to the policies of the company. Your career and compensation progression will be based your performance and Company's policies prevailing at that point of time.

10. PERSONAL DATA

In the course of your employment you will be sharing your Personal Data with us. Personal Data is defined as information including but not limited to name, date of birth, education, home contact information, marital status, salary, occupation, tax and other such information which are specifically related and identified to an individual. Please refer the Data Consent Form provided by us containing the relevant terms regarding the terms of your Personal Data. Additionally, you may also receive Personal Data of other people in the course of your service with us. In case you receive Personal Data, you are required to protect all such Personal Data in accordance with Mindtree's policies and applicable laws. Please be aware that Personal Data protection is a legal obligation of each one of us at Mindtree and a breach is actionable under various laws and policies of Mindtree.

11. VALIDITY

This offer of employment is valid for a period of five days from the date mentioned in this offer letter. You are requested to digitally sign this letter and submit to us before the end-date as token of acceptance of the offer.

In the event that you accept this offer by signing this letter and join us, the terms and conditions herein are deemed to be the employment contract along with the Exhibits attached hereto and the other documents which you sign on the date of your joining. Hence the validity of the terms and conditions herein gets extended and apply to your entire tenure with the company and survive as mentioned in certain provisions herein.

We understand that you have not paid any money, gifts or other benefits of any kind to anyone to have an opportunity to interview with Mindtree or to secure this offer. Any use of such means to secure employment may call for termination of this offer or the employment at any point of time later.



We are confident that you will advance professionally and financially with us through your diligence and professionalism. We appreciate your acknowledging the receipt of this letter and acceptance of this offer within five days from the date mentioned in this letter, failing which the employment letter stands void.

Yours sincerely,
For Mindtree Ltd.

A handwritten signature in blue ink, appearing to read "Pankaj Khanna", with a long horizontal stroke underneath.

Pankaj Khanna
Vice President - Revenue Assurance

Acceptance

I, Navitha Singireddy agree to accept the employment on the terms and conditions mentioned in this appointment letter and the Exhibits attached. I hope to join Mindtree Ltd. on _____ . In case of any delays, I shall inform Mindtree and seek an extension which Mindtree may grant at its sole discretion.

Name : Navitha Singireddy

Signature :

Place :



Exhibit 1 - INTELLECTUAL PROPERTY PROTECTION AND NON-COMPETE AGREEMENT

THIS AGREEMENT FOR INTELLECTUAL PROPERTY PROTECTION AND NON-COMPETE is executed between Mindtree Limited, incorporated under the Indian Companies Act 1956 with its registered office at Mindtree Ltd, West Campus, Global Village, RVCE Post, Mysore Road, Bangalore-560059, hereafter referred to as "Mindtree" and **Navitha Singireddy** hereinafter "You" upon acceptance the Offer of Employment and joining Mindtree in an employee status under the terms and conditions of an accepted Offer Letter earlier containing details such as Title/ Designation, Competency level, Compensation & Benefits etc.

Your employment commences on the date of joining Mindtree as mentioned in the Joining Report you sign. This Agreement is deemed effective from such joining date.

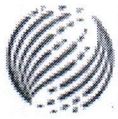
You understand that Mindtree has developed and uses commercially valuable information including but not limited to technical, non-technical and other information in the various existing and projected areas of our business. To protect our legitimate interests, it is necessary to protect certain information (1) as confidential and trade secret and/or (2) by intellectual property rights such as patent, copyright, and/or other means of protection available under the laws (Information).

You may become acquainted and deal with such Information and may contribute to such information during employment. Hence to protect such valuable information, in consideration of the compensation Mindtree provides to You, You hereby accept the terms and conditions below:

1. DEFINITIONS

As used in this Agreement, the terms have the below definitions:

- a) Cause for termination. "Cause" shall be defined to mean any reason or rationale for which Mindtree in its sole discretion and reasonably discretion deems it necessary to terminate, dismiss or suspend your services. Causes for dismissal include but not be limited to: Willful misconduct or negligence in the performance of, or persistent failure to perform your duties of employment; Commission of an act of dishonesty, disloyalty of fraud in connection with your employment; Drug or alcohol use, or being under the influence of same, during working hours or on duty of Mindtree, conviction of, or plea of nolo contendere in, a crime, whether or not related to your employment; Breach of the provisions of this Agreement, conditions of the Offer Letter, Code of Conduct procedures or breach of Mindtree or applicable Customer policies, commission or omission of any act which is detrimental to reputation of the Company.
- b) Client/ Customer shall mean such entities which are engaged or in the process of or have the prospect of entering into a business relationship with Mindtree or its affiliates or subsidiaries.
- c) Compensation means all payments and benefits provided to You by Mindtree during your employment, including, but not limited to, those set forth in the Offer Letter which shall be sufficient for and be deemed to be part of consideration for this Agreement as well.
- d) Output means those work products including but not limited to codes, derivatives customizations, enhancements, applications, documents, reports, proposals, statements, work flows and all other material. You make resulting partly or wholly from your employment with Mindtree.



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- e) Employer means Mindtree Limited and any business entity, which may be a subsidiary or affiliate of Mindtree Limited.
- f) Intellectual Property means all innovations, inventions, technology, engineering, trade secrets, trademarks, patents, copyrights to any copyrightable material, software systems, designs, programs, improvements, modifications, marks, mask works, new ideas, concepts, work products and developments, publications, manuals, business procedures, business, operational and marketing plans, programs, and processes, policies, techniques, know-how and methods of operations of Mindtree, including any such items developed, conceived or originated, either individually or jointly with others, by You during the course of your employment with Mindtree. The definition of "Intellectual Property" is intended to have the broadest meaning as permitted under applicable laws.
- g) Prospect means and includes the entities with which Mindtree aspires to have a business agreement or understandings.
- h) Restricted Period shall mean the period of Employment and a further period ending 12 months following the termination/resignation or superannuation or otherwise ending of employment with Mindtree.
- i) Confidential Information. Confidential Information includes but is not limited to our or our customers' trade secrets, research and development work, source code, object code, runtime libraries system documentation, software-related documentation, system configurations, hardware design, firmware design, icons, business and product plans marketing techniques, rate cards, commercial documents and contracts, Customer information, financial information, sales information, compliance information, business pipelines, SOWs, Proposals RFP, RFI, customer and supplier lists, construction, layout, equipment, information pertaining to internal, and operation of Mindtree's facilities and external, business operations, information revealed to Mindtree by its Customers and other third parties which we are obligated to keep confidential and any other information that may be considered by us as Mindtree's Confidential Information under applicable laws. Confidential Information shall not include Information which is in the public domain or which becomes part of the public domain by publication or otherwise through no action or fault of yours or Information which You can prove was in your possession at the time of disclosure and was not acquired directly or indirectly from Mindtree or Information, which was received by You from a third party having the legal right to transmit that information.

2. WARRANTIES AND REPRESENTATIONS.

You represent and warrant that:

- a) Your employment with Mindtree does not cause directly or indirectly the breach of any agreements between You and third parties and you have no conflict of interest in your employment with Mindtree.
- b) You warrant that Mindtree is the sole and exclusive owner of all rights and remedies in Confidential Information you receive from Mindtree and Intellectual Properties you create for Mindtree.
- c) You shall not engage in any action, or refrain from engaging in any action, where such action or inaction or act or omission may cause directly or indirectly the breach of any agreements between You and third parties including but not limited to confidentiality or non-disclosure agreements or breach of Intellectual Property Rights. In particular, You shall not bring into Mindtree any of pre-existing intellectual property of your past employers or other third parties and use them in creation of any of your work product for us.



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- d) You shall devote full time and attention to your Mindtree employment and perform your obligations in full compliance of policies/practices of Mindtree as updated from time to time.
- e) The Compensation included in the Offer letter is the full and total compensation for the services and for the commitments made under this Agreement. You are not entitled any other compensation which is not included in the Offer Letter including, but not limited to, royalties, bonuses, and additional benefits.
- f) You agree to hold in confidence all Confidential Information disclosed to you or developed by you in connection with the employment and agree that Mindtree is the sole and exclusive owner of all rights and remedies therein. You shall not, without our written permission use the Confidential Information for any reason other than to enable You to properly and completely perform the employment obligations. You shall not reproduce or make copies of the Confidential Information or of your Output, except as required in the performance of the employment.
- g) Upon termination of employment for any reason whatsoever, You shall promptly return all Confidential Information and all correspondence, drawings, blue prints, manuals, letters, notes, notebooks, reports, flowcharts, programs, proposals, documents concerning our Customers and all other documents, writings, and materials, laptops, software, tools or other assets utilized by You together with any copies or other reproductions thereof made by You or in your possession or control.
- h) You have a 'Duty to Speak' and You shall immediately notify us of any information or event which comes to your attention which indicates there has been or might be a loss of confidentiality of such Confidential Information or an actual or potential compromise of Mindtree or its Customers' Intellectual Property Rights.
- i) You agree to abide by the requirements defined under any security, privacy or other regulations or certifications which Mindtree is obligated to comply or is certified to is certified in future.
- j) You shall comply with all reasonable requirements/obligations which Mindtree or its Customers require You to undertake including additional background checks or verifications from time to time, access restrictions, trading compliance requirements etc.

3. INTELLECTUAL PROPERTY OBLIGATIONS

- a) All works resulting from your employment are "works made for hire" as defined by international copyright laws. You shall promptly disclose to us and or to our Customers as necessary, in writing if requested, any and all inventions conceived or made by You during the period of your employment.
- b) You hereby assign all of your interests in your Output to Mindtree. Without any additional Compensation or payments of any kind, you shall execute any and all applications, assignments or other instruments which are deemed necessary to apply for Intellectual Property Rights registrations anywhere in the world.
- c) You shall comply with all Mindtree and its Customers' policies that may be in effect from time to time relating to record keeping related to Intellectual Properties.
- d) You shall place all appropriate notices of patent rights, trademark rights, and copyrights and all other Intellectual property Rights on all works resulting from your employment.
- e) You understand that subsequent to the employment termination or retirement as the case may be, your assistance may be needed in regard to securing, defending or enforcing any Intellectual property Rights



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in which you may have been an inventor or co-inventor. If your assistance requires substantial utilization of your time, we shall pay reasonable compensation at a rate to be agreed but not higher than the last salary paid to you by Mindtree. Such assistance may include but may not be limited to executing any and all documents, patent, copyright or other applications and assignments to us or our designee (s), making and keeping proper records, and giving evidence and testimony.

f) In case of a dispute between You and Mindtree where you have or are alleged to have copied or published or distributed or have done any act in respect of our Confidential Information or our Customers' Intellectual Property which has breached or is likely to breach our rights and remedies herein, the presumption of a breach by you shall be at the highest level allowed by law and the burden of proving otherwise shall rest with you.

g) The terms of this section shall survive termination of your employment or retirement.

4. INDEMNIFICATION

You shall indemnify Mindtree, its directors, employees from and against any loss, damage, or injury Mindtree suffers or is likely to suffer as a result of any of your breach of this Agreement, breach of any third party intellectual property by You, breach of the terms of your Offer Letter or that of Mindtree's policies/practices and for all acts or omissions. Such indemnity shall include but not be limited to losses, damages, injuries, or liabilities, losses, expenses, attorney fees, liabilities, costs of suits, costs or arbitration, or costs or appeal, etc. The indemnity obligation herein shall survive perpetually.

5. REASONABLE NON-COMPETE

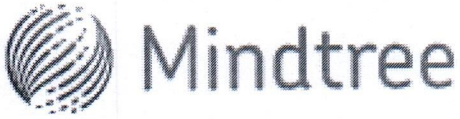
i) You warrant that during the Restricted Period:

a) After the termination of your employment for any reason whatsoever, with or without cause, you shall not in any capacity, directly or indirectly advise, manage, render or perform services for the last customer of Mindtree for whom you were working, either onsite or offshore, during the last 6 months of your employment with Mindtree and for a minimum continuing period of 6 months.

b) Shall not own an interest in any business which directly competes with Mindtree, except, however, nothing herein shall preclude You from owning, as a passive investor, up to one percent (1%) of the outstanding shares in a publicly traded company for the shares of which an active public trading market exists.

c) Shall not directly or indirectly solicit, or arrange to have any other person or entity solicit, any person or entity engaged by Mindtree as an employee, customer, supplier, or consultant or advisor or otherwise having any relationship with Mindtree to terminate such party's relationship with Mindtree.

ii) During your employment, you shall not establish, work for, consult to, or assist in any way, whether in a paid or unpaid capacity, any individual, partnership or other business entity or associate as a sole proprietor, owner, employer, partner, principal, joint venturer, associate, consultant, contractor or otherwise which competes with Mindtree with respect to any of the services, products, trade secrets, Information, Inventions or other matters of Mindtree unless expressly such association has been preapproved in writing by Mindtree.



You confirm that you have assessed the terms of this section carefully and accept these upon having conducted appropriate verifications of your own.

6. GENERAL

- a) In the event of any material breach of any obligation of this Agreement, Mindtree reserves the right to take any appropriate legal action before the competent local court. Additionally, in view of the nature of IT Services business where a breach can cause irreparable loss or damage, Mindtree may at its sole discretion seek immediate injunctive relief or specific performance of your obligations in addition to any other remedy or damages in law or equity.
- b) This Agreement along with conditions of the Offer Letter, the Code of Conduct Procedures, the Joining Report and Mindtree Policies form the framework of your employment contract and governing conditions.
- c) If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect to the extent possible under applicable laws.
- d) Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Mindtree.
- e) This Agreement shall be construed according to the laws of the Republic of India and subject to the exclusive jurisdiction of Bangalore courts.
- f) The terms of this Agreement shall remain in full force and effect both during the continuation of your employment, and after termination of the Employment for any reason whatsoever as per survival provisions mentioned herein.
- g) Any failure by Mindtree to enforce at any time any of the provisions of this Agreement shall not operate as or be deemed a waiver of such right, privilege or remedy or as a waiver of any preceding or succeeding breach by You.

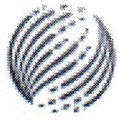
For Mindtree Limited

A handwritten signature in black ink, appearing to read "Pankaj Khanna", with a horizontal line underneath.

Pankaj Khanna
Vice President - Revenue Assurance

Read and Accepted

Full Name : Navitha Singireddy
Place :
Joining Date :
Permanent Address:



Mindtree

Exhibit 2 - Compensation Stack

Name : Ms. Navitha Singireddy
Designation : Engineer - Imts
Competency : C1

The detailed break up of your Cost To Company components is given below (all figures in INR)

Basic	116,520
HRA	58,260
Conveyance	30,000
Competence Linked Pay	24,000
Communication Allowance	30,000
Education Allowance	24,000
Provident Fund	13,980
Gratuity	5,592
Insurance Benefits*	5,640
Annual Gross	307,992
Bonus**	42,000
Annual Cost to Company	349,992

*** Insurance Benefits:**

- Premium towards Group Medical Coverage (GMC) upto Rs.400,000/- per annum for self and family. Family includes spouse and 2 dependent children. Parents policy & top up options are available and can be availed by paying the premium amount.
- Premium for Group Term Life (GTL) cover for self-up to Rs.2,000,000/-.
- Premium for Group Personal Accident cover for self-up to Rs.1,500,000/-.

**** Bonus :**

The bonus component per annum is 12.00% of CTC. The payout will be governed by the Bonus plan applicable for the respective year. More details of the plan will be available on joining. The actual amount payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.

GUIDELINES FOR ONBOARDING PROCESS

1. List of Documents to be submitted on the Day of Joining	2
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5. Maternity Benefits (Applicable only for Lady Minds)	8
6. Benefits for Person with Disability	9

1. List of Documents to be submitted on the Day of Joining

Note: Onboarding will not be completed without following documents. It is mandatory to carry below documents on your Date of Joining

Employment Prerequisites		
Details of document to be submitted	Originals Required for verification (Mandatory on First Day of Joining)	Photocopy Required for Submission (Mandatory on First Day of Joining)
Previous Experience Documents Relieving/Experience/Service certificates from all your previous companies	Yes	1 Copy
Immediate Previous Company (prior to Mindtree) – Resignation acceptance is acceptable if Experience/Relieving is not available	Yes	2 Copies
UAN Copy	-	1 Copy

Identification Prerequisites		
Details of document to be submitted	Originals Required for verification (Mandatory on First Day of Joining)	Photocopy Required for Submission (Mandatory on First Day of Joining)
Identity Proofs <ul style="list-style-type: none"> • PAN • Passport • Aadhaar 	Yes	2 Copies
Color Passport Size Photos	4 Photos	4 Photos
Physical Challenge Certificate (If Applicable)	Yes	1 Copy

Education Prerequisites		
Details of document to be submitted	Originals Required for verification (Mandatory on First Day of Joining)	Photocopy Required for Submission (Mandatory on First Day of Joining)
10th to Highest Qualification <ul style="list-style-type: none"> • 10th & 12th - Mark sheets • Diploma, UG ,PG • All semesters mark sheets/consolidated mark sheet, • Provisional Certificate • Convocation Certificate 	Yes	1 Copy

2. Joining Day Time & Place

JOINING DAY

Every working **Monday** is the primary joining day at Mindtree. The Talent Acquisition team member (the person interacting with you on the offer) would advise on the dates you can join. However, the joining date cannot be later than 24th of any month.

JOINING TIME

We start our day at 8.30 AM & look forward to welcome you on your joining date. Please report to Mindtree office at 9 AM in the morning. The assimilation session starts at 9.00 AM.

JOINING LOCATION

Mindtree has the following development centers in India. Apart from these locations you might have to report to a customer location. The joining location depends on where the need is and choice of location is not available. Furthermore we expect Mindtree minds to be flexible on location based on where the need is.

Please ascertain from the Talent Acquisition team (the person who is interacting with you on your offer) on the joining location.

Bengaluru

Mindtree Ltd. (MTW)
Global Village, RVCE Post
Mysore Road
Bengaluru - 560 059
Karnataka, INDIA
Ph : +91 80 6706 4000; Fax : +91 80 6706 4100

Pune

Mindtree Ltd. (MTP)
Rajiv Gandhi Infotech &
Biotech Park , Plot No.37 Phase 1
MIDC, Hinjewadi
Pune – 411 057 Maharashtra, INDIA
Ph: +91 20 3915 6000; Fax: +91 20 3915 6186

Chennai

Mindtree Ltd. (MTC)
5th Floor, Hardy Block
TRIL Infopark Ltd,
Ramanujan IT City SEZ
Rajiv Gandhi Salai,
Taramani
Chennai – 600113
Tamilnadu, INDIA
Ph: +91 44 3371 1000/ Fax: +91 44 3371 1100

Hyderabad

Mindtree Ltd. (MTH)
Divyasree Orion SEZ
12th Floor, Block #6 (South Tower)
Survey #66/1, Raidurga,
Ranga Reddy District
Hyderabad – 500 034
Andhra Pradesh, INDIA
Ph: +91 40 6723 0000
Fax: +91 40 6723 0100

Bhubaneswar

Mindtree Ltd (MTK)
IDCO Plot No-1,
Chandaka Special Economic Zone,
PO-KIIT Campus,
Bhubaneswar-751024

3. Allowance in Lieu of Reimbursement

This allowance is applicable for C1 and C2 and the amount can vary depending on one's Total Compensation. The Mindtree Mind can opt to choose to claim this component as reimbursements towards one or more of the options mentioned below. The limits, terms and conditions and process is detailed below. The maximum that one can claim as reimbursements (from one or more options mentioned below) is limited to the amount mentioned in the compensation stack against this component, subject to the terms and conditions mentioned below. The options will need to be declared in the online declaration module. If chosen not to claim as reimbursement, this will be paid as taxable special pay on a monthly basis.

a) **Medical Expenses:**

Medical expenses worth up to INR 15,000 per annum is permitted towards claims on medical expenses, non-hospitalization and outpatient ailments for self and dependent family (Prescription copy should mandatorily be enclosed along with bill, if the bill value is more than Rs.2000). Family includes spouse, children and parents (if dependent). The reimbursement is processed on submission of original bills. Non-medical items cannot be claimed under this category. Copy of prescriptions are mandatory for claiming reimbursement towards spectacles and lens

b) **Meal Card:**

One can opt of meal reimbursement up to a maximum of Rs.2, 200 p.m. (Rs. 26,400 p.a.) The declared amount will be loaded to the meal card.

c) **Leave Travel Allowance:**

Mindtree Minds can avail LTA component. Exemption for LTA claims is limited to twice in a block of 4 years. Current block is Jan-2014 to Dec-2017. LTA not claimed in the specified block cannot be carried forward to subsequent year in the next block. In order to claim LTA, Mindtree Minds should have taken minimum of 1 day annual leave. LTA can be claimed only for domestic travel (within India) and not for international travel. Reimbursement of travel expenses of self and family members (Dependent - Declared and updated in the system) can be claimed. Travel through own car cannot be claimed under LTA.

The following can be submitted as proof of travel

- Air (Only - Economy Class) - Original air ticket / E ticket+ Boarding pass
- Train - Original train ticket or E-ticket
- Bus - Original bus ticket
- Hired Taxi - Invoice from the travel agency with a trip sheet giving the details of the travel.

Other modes of commutation such as taxi bills for local conveyance etc and hotel bills for staying will not be accepted as proof of claiming the LTA

LTA will not be applicable for the period when Mindtree Mind is deputed onsite on long term assignment or during service break. If the LTA amount declared is not claimed during the year, it will be paid as taxable portion of salary at the end of the year as "Yearend Pay". For Mindtree Minds serving notice period, the balance LTA (if any) will be paid as part of their full and final settlement as a taxable.

d) **Special Pay:**

The balance Allowance in Lieu of Reimbursement amount, after opting for the options mentioned above, will be added to special pay. This amount, if any, will be paid monthly taxable amount.

e) **Yearend Pay**

Any unutilized or unclaimed "Allowance in Lieu of Reimbursement" amount will be paid as year-end pay subject to tax along with the payroll for the month of March.

4. Relocation Policy

Objective:

To provide guidelines to new Mindtree Minds for eligible relocation expenses consistent with good business practices and budgetary caps

Applicability:

All candidates who are offered full time employment by Mindtree across competency levels joining any of the Mindtree offices from a different city

Policy Details:

Travel

Mindtree Minds can claim reimbursement towards travel cost of self and dependents (Which can include Spouse, Children and parent/parent-in-laws). The reimbursement is subject to submission of necessary tickets/vouchers, as per limits mentioned in the table below.

Competency	Upto 500 Kms	Above 500 Kms
T4-C3	2ndAC/ CC/ AC Bus	2ndAC/ CC/ AC Bus
C4-C7	2ndAC/ CC/ AC Bus	2ndAC/ CC/ AC Bus/Economy Air
C8& Above	2ndAC/ CC/ AC Bus/Economy Air	2ndAC/ CC/ AC Bus/Economy Air

In case of Mindtree Minds relocating from overseas, travel cost equivalent to economy class air fare for self and Family. Definition of Family will include on self, spouse and children and not include parents and in-laws for this purpose.

Accommodation

Initial accommodation expenses, for not more than 7 days, can be claimed as per below criteria: mentioned below, subject to necessary bills/vouchers.

Competency	Eligible Amount
C1 to C5	INR.10,000
C6 and Above	INR.15,000

In case of international relocation - Initial accommodation of 7 days in Mindtree approved guest house or hotels.

Movement of personal belongings

Expenses towards moving of your personal belongings (household) to the joining location should be as per the entitlement below:

Distance	Eligible Amount
Upto 500 KM	INR.15,000
500-800 KM	INR.25,000
Above 800 KM	INR.35,000

Process

- Relocation reimbursement **should be claimed within one month** from the date of joining.
- All reimbursements have to be made through Mpower expense claim module.
- All expense reimbursements will be against original / valid receipts only.
- Claims will be reimbursed based on the eligibility criteria defined in the policy.
- In case any Mind quits Mindtree voluntarily within six months from date of joining, Mind is liable to refund all relocation expenses reimbursed by the company.
- Relocation and related expenses thereof are taxable as per the law and such tax will be payable by the Mind.

This relocation policy is subject to change and your relocation reimbursements will be based on the policy in vogue at the time of joining.

5. Maternity Benefits (Applicable only for Lady Minds)

Maternity leave policy is to support women during pregnancy, childbirth or related medical conditions and is as per statutory regulations

1. Maternity leave will be given for 26 weeks (182 calendar days) of which not more than 8 weeks (56 calendar days) shall precede the date of delivery. This includes weekly offs (Saturdays and Sundays) and all public holidays during that period. This benefit will also be applicable for adoptive mothers and commissioning mothers (Refer Definition). In the case of adoption, the age of the child should be less than 5 years
2. A surrogate mother can avail maternity leave for a maximum of 12 weeks of which not more than 6 weeks shall precede the date of delivery. This includes weekly offs (Saturdays and Sundays) and all public holidays during that period. (Refer Definition).
3. In case of miscarriage or premature termination of pregnancy, Mindtree Mind is entitled to 45 days fully paid maternity leave (including weekly offs and all public holidays).
4. In case of Tubectomy, Mindtree Mind is entitled to 15 days leave (including weekly offs and all public holidays) once in Mindtree tenure.
5. Post Completion of Maternity leave if they required additional support, Mindtree minds can avail Work from Home if it is possible to do so.
6. All rules and regulations as per the Maternity Benefit Act, 1961 would apply.
7. In addition to the above benefits the lady minds (& spouse of Mindtree minds) are eligible to claim Insurance benefits towards Maternity and related medical conditions.

6. Benefits for Person with Disability

Mindtree offers the below benefits for People with disability on submission of the disability certificate issued by the Ministry of Social Justice and Empowerment of the government of India. This certificate can be handed over along with the qualification & experience letters to the People Shared Services team on Day-1.

On submission of this certificate, a Mindtree Mind can avail the below:

- Tax exemption of INR 1600 per month on Conveyance.
- Deductions of INR 50,000 per annum from taxable income as mentioned in Chapter VIA under section 80U of the Income Tax Act; INR 1,00,000 per annum if the disability is severe (Disability greater than 80%).
- Exemption from deduction of professional tax.

Apart from the above benefits offered by the government of India, A Mindtree Mind with disability can also avail of the following:

- Emergency Medical assistance loan of INR 5,00,000 which is provided to Mindtree Minds and their immediate family members based in India during medical exigencies alone.
- Designated cabs to pick up and drop the Mindtree Mind to office and back on regular working days at 8:30am and 6:00pm respectively at normal transportation charges as borne by any other Mindtree Mind availing regular shuttle service. This is applicable only in locations where shuttle services / company provided transportation is available. Also this benefit is applicable only to those Mindtree Minds who are physically immobile.
- Purchase of Assistive technology products that will aid the Mindtree Mind in the smooth execution of his/her role. This can be used within the office premises alone and cannot be carried home.

If you are a person with disability and require an Assistive technology product (*list of Assistive technology products are mentioned below*), request you to furnish the below details and submit the same to the TA team on the day of joining.

Name: _____

Emp Id: _____

Have you submitted your disability certificate: Yes/No

If yes, please choose your choice of Assistive technology product:

Automatic Wheel chair (*for people who are physically immobile*)

Jaws Screen reading software (*for people with visual impairment*)

Signature: _____

Date: _____



EMPLOYEES INFORMATION NOTICE AND CONSENT CONCERNING PROTECTION OF PERSONAL DATA

Your Personal Data

For the purposes of your employment with Mindtree Limited¹ ("Mindtree Ltd" or the "Company") or with our branches outside India, we collect, hold, process and transfer Personal Data² about you (such as your name, date of birth, education, home contact information, marital status, salary, occupation and social security number) as it is necessary for the administration, management and performance of your employment or is otherwise in the legitimate interest of the Company.

Generally speaking, these Personal Data are collected and processed by the Company for employee administration and management purposes, such as:

- Administrative management of personnel (including employment agreements, offer letters, bonus plans, employees records, administering and managing the employment relationship, directory management, payroll management, leave management, travel management, expense management, timesheets for utilization, career management, immigration matters, employee mobility, transfers in and out, compensation and benefits planning and workflow management, reference check requests from third parties, Mindtree's own required reference checks and requests from customers);
- Performance assessment and evaluation, training history, etc.
- Telephony management, IT support services, management of the emails and instant messaging systems, employee's monitoring concerning the use of Internet and emails, etc;
- Operation of the information technology (IT) helpdesk and support services, IT maintenance and security and employee authentication, etc.
- Security management and access control management.
- gathering evidence for disciplinary action, or termination.

Concerning any other purposes than listed above for which your Personal Data are processed by the Company, please refer to any related specific information notice that shall be drafted on a case-by-case basis.

Communications, including personal communications, made on or through Mindtree Ltd.'s computing and telecommunications systems may be monitored or recorded to secure effective system operation and for other lawful purposes.

¹ Mindtree Ltd is a company incorporated in India having its registered address at Global Village, RVCE post, Mysore Road, Bengaluru, 560 059, Karnataka, India which has several branches and subsidiaries around the world ("the Mindtree Group")

² "Personal data" shall mean any information relating to an identified or identifiable natural person ('data subject'); an identifiable person is

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one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

Mindtree Ltd may also perform aggregated non-anonymous system scans to help improve Mindtree Ltd.'s services, tools and compliance. Any such scan will be proportional to the specific legitimate business interests of Mindtree Ltd and will be consistent with applicable local law.

In relation to Personal Data processed by employees using electronic equipment provided to employees (including computers, laptops, palmtops, Internet access and e-mail), employees must also ensure that they process such data in accordance with other Mindtree Ltd policies applicable to the use of such electronic equipment. Mindtree Ltd reserves the right to perform a more detailed investigation on an individual level when inappropriate or suspicious use of the Mindtree's systems is detected or reported. Any such investigation will be consistent with applicable local law.

Right to opt out and Withdrawal:

Mindtree Ltd respects your privacy considerations and hence provides an option to you to withdraw your consent which was earlier given to Mindtree Ltd (except where such processing satisfies a legal or regulatory obligation or is necessary for the management of your employment relationship) and the same must be communicated to Mindtree Ltd in writing.

In case you choose not to provide your Personal Data or withdraw your consent provided as set out in the purposes aforementioned, we will respect your decision and will stop using, disclosing and processing your Personal Data in accordance with the applicable laws. However, we may be required to continue processing your Personal Data in accordance with the Notice provided wherever we have legal basis for processing your personal information (required by law or for execution of execution of contracts). In such cases, Mindtree shall provide you with a written response to your request for opt out or withdrawal, highlighting the action taken by Mindtree on the same.

Your withdrawal of consent for purposes necessary to Mindtree may carry legal or practical consequences and limit some of your employment activities. We request you to assess the implications of withdrawing consent before placing a request for such withdrawal of consent.

2. Data recipients

Your Personal Data will only be available to the persons within the Company who need such access for the purposes listed above or where required by law. These parties include human relations personnel, information technology personnel, relevant business managers access limited to their supervisory organization), and authorized representatives of internal control functions, such as Audit, Compliance, Legal and Government bodies. Access to the internal business directory will be provided to all employees of the Mindtree Group of companies and may also be provided to Mindtree Ltd's agents, clients, contractors, and third-party service providers when necessary for the performance of their contract with such companies.

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In the course of the proper running of Mindtree Ltd's business, we may need to share certain of your Personal Data for business and communication purposes with third-party organizations that provide services to us.

To comply with our statutory and other obligations and for the proper management of the Mindtree Group, Mindtree Ltd and our service providers may also provide information to other third parties, including, but not limited to, auditors, accountants, lawyers and other professional advisers, as well as to administrative authorities, courts, law enforcement and/or regulatory authorities, arbitrators, experts, adverse parties and/or their advisors.

3. Personal Data Security

Mindtree utilizes appropriate physical, technical and administrative procedures to safeguard the information we collect. We also take reasonable steps to ensure that all dealings in Personal Data is processed fairly & lawfully,

Mindtree may retain your Personal Data as long as there is a valid purpose, or if otherwise required under applicable laws.

Once the purpose for the Personal Data ceases to exist, we follow appropriate data destruction techniques to protect against unauthorized access, disclosure or use of your Personal Data.

3. Data Transfers from to India when you are based outside India

As Mindtree entities is part of a global group ("the Mindtree Group"), when you are based outside India or employed at a branch of Mindtree outside India , your Personal Data may be transferred to Mindtree Ltd in India which is a country that does not presently provide the same level of legal protection of personal data as may be applicable in the other countries in particular the EEA and , in particular for the above mentioned data processing operations purposes and, also the hosting and IT support of the global IT tools the Companies uses for HR management purposes etc. We will ensure that any such communications take place in accordance with our obligations under the applicable data privacy law.

In addition, we may also provide your Personal Data to third-party service providers outside the country of your location for the hosting and IT support of the global IT tools used by the Mindtree Group to the extent permitted by and in accordance with the local data privacy laws.

In any case, when you are based outside India, Mindtree Ltd will use its best efforts to ensure that your Personal Data transferred outside of your location will remain subject to the same protection regime as if retained locally. In addition, Mindtree Ltd will require that third party service providers take appropriate technical and organizational measures to protect the security and confidentiality of your Personal Data.

Please ensure that the information that we hold about you is accurate and up to date by keeping Mindtree Ltd informed of any changes to your Personal Data that you become aware of.

Mindtree Ltd., Global Village

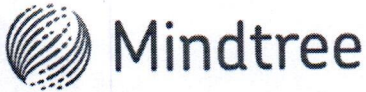
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4. Information about Dependents

If you provide Mindtree Ltd with individually identifiable information about members of your family and/or other dependents (e.g., for emergency contact or benefits administration purposes), it is your responsibility to inform them of their rights with respect to such information. You also are responsible for obtaining, and providing to Mindtree Ltd (if requested), the explicit prior consent of these individuals (unless you can provide such consent on their behalf) to the processing (including transfer) of that individually identifiable information for the purposes set out in this Notice.

Mindtree Ltd processes the data of the above third parties according to this document and the purposes hereby identified.

5. Right to access and Right to Object.

Along with all other rights granted to data subjects under the local data protection laws, you may request to be informed about Personal Data that Mindtree Ltd holds about you, access such data, and request that inaccurate data be copied, updated, corrected or amended provided that such change is reasonably requested (at a reasonable frequency). Changes to your Personal Data should be coordinated through and handled by the HR Department. Once a change is reasonably requested in writing, the Human Relations Department will answer to your request within 40 days. If you wish to access or request any modification to your Personal Data, please contact your local Human Relations Department, or the Grievance Officer at the following email address: Satish.dorepalli@mindtree.com.

You are entitled, on legitimate grounds, to object to the processing of your Personal Data (except where such processing satisfies a legal or regulatory obligation or is necessary for the management of your employment relationship). If you wish to object to the processing of your Personal Data, please contact your local Human Relations Department or the Grievance Officer, Mr. Satish Dorepalli, at the following email address: Satish.dorepalli@mindtree.com.

6. Questions

If you have any questions about this Notice or wish to (i) access or review your Personal Data or learn more about who has access to your Personal Data (i.e., enforce your privacy rights), or (ii) make another type of request related to your Personal Data, including to ask for the rectification of any inaccurate data or to object, at any time and for free to the processing of your data for direct marketing purposes, please contact your local Human Relations Department, or the Data Privacy Officer, Mr. Satish Dorepalli, at the following email address: Satish.dorepalli@mindtree.com.

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7. Complaints

Any complaints received about Mindtree Ltd's use of Personal Data should be promptly directed to the Data Privacy Officer and the Mindtree Ltd Legal Department.

Personal Data-related complaints, data protection concerns and any communications regarding enforcement of your privacy rights should be directed to the Data Privacy Officer, Mr. Satish Dorepalli, at the following email address: Satish.dorepalli@mindtree.com.

Consent:

You consent to Mindtree Limited using such Personal Data as per this notice.

Agreed and Accepted:

NAME OF EMPLOYEE:

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