

Ref: 773171/1790146/Permt

Date: 23rd May, 2017

S Madhukar  
H.No: 3-14-36/4/5, Street No-06  
Vivek Nagar, Ramanthapur, Hyderabad-500013  
Phone No: 8143367773

**Subject - Offer of Appointment**

Dear S Madhukar,

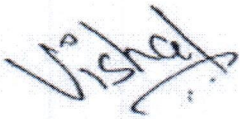
It is our pleasure to welcome you to Tech Mahindra Limited.

1. With reference to our discussions, we are pleased to offer you appointment in our Organization as **Associate Customer Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cash Compensation" will be **Rs. 182641 (Rupees One Lakh Eighty Two Thousand Six Hundred Forty One Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions.
3. Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
4. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
5. You are required to join on **26th May, 2017** at the below mentioned location. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.
6. On the date of joining, you are requested to report to **Naresh Kumar G at 12:00 PM** to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad - 500043**. At the time of joining, you are expected to carry originals of the documents as per **Annexure - D** and submit the copies of the same to the HR Team.
7. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
8. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to **Naresh Kumar G** latest by **26th May, 2020**.

9. For any clarification / further Information on-

- Employment terms and conditions, please get in touch with **Offers Team** (E-Mail: [PS00551100@TechMahindra.com](mailto:PS00551100@TechMahindra.com))

For Tech Mahindra Limited



**Vishal Khanna**

**Head - Resource Management Group**

**Encl: Annexure-A** (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** -(Code of Conduct and Ethics).

**Accepted**

Date:

Signature of Candidate:

## Annexure - A

NAME	S Madhukar	
TITLE	Associate Customer Support	
BAND	U1	
LOCATION	Hyderabad	
<b>COMPONENTS</b>	<b>Per Annum</b> (All figures in Indian Rupees)	
BASIC (@30% OF TOTAL FIXED PAY)	35000	
HRA (@70% OF BASIC)	24500	
TRANSPORT ALLOWANCE	12000	
BONUS / STATUTORY BONUS	7000	
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	4200	
EMPLOYER'S CONTRIBUTION TO ESI (3.25% OF TOTAL SALARY COMPONENTS)	5376	
PERSONAL PAY	86923	
<b>TOTAL FIXED PAY..... (A)</b>	<b>175000</b>	
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>	<b>0</b>	
<b>ADDITIONAL BENEFITS..... (C)</b>	<b>7641</b>	
GRATUITY	1683	
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAI)	5958	
<b>TOTAL COST TO COMPANY ..... (D) = (A) + (B) + (C)</b>	<b>182641</b>	

Additional Benefits : In addition to the above, you will also be eligible for the below-mentioned benefits -

**i) \*Transport Allowance:**

- Applicable, only if company transport is not availed.

**ii) \*\*Payment of Bonus:** The provisions of Payment of Bonus Act, 1965, as amended from time to time are currently applicable to you.

**iii) \*\*\*Performance Incentive** would be payable to you starting from your Go Live Date. Maximum amount based on 100% performance; however, the actual payout shall be based on individual performance against set targets and / or performance of the organization. The Performance incentive will be paid-out as per existing company policy.

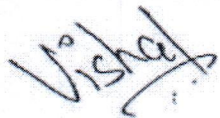
**iv) Insurance:**

- a) **Group Term Life Insurance Coverage:** You would be covered under the existing Group Term Life Insurance scheme of the company applicable to the employees in your respective grades as per the company policy and the same will be paid to the respective nominated beneficiary on the unfortunate death of the employee.
- b) **Hospitalisation coverage:** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **Rs. 3 lakhs** (floating cover) applicable to Self, Spouse, 2 children & 2 parents. Cost of coverage of parents (if opted for) will be borne by you. If enrollment of parents is not opted for, the applicable cover (for self only OR self +spouse+up to 2 children) will be **Rs. 2 lakhs**.
- c) **Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of upto Rs. 5 lakhs payable in case of permanent disablement arising out of any unfortunate event of an accident.

**Notes:**

- a) Performance Incentive will not be payable if you have resigned and are serving notice period or are not on the company rolls on the date of disbursement
- b) Performance Incentive would be subject to Tax deduction as per Income Tax Act
- c) The Company reserves the right to amend, modify, rescind / reinstate the above mentioned schemes partly or completely at any point of time.

**With Best Wishes,  
For Tech Mahindra Ltd.**



**Vishal Khanna  
Head – Resource Management Group**

**Accepted by :**

**Location :**

**Date :**

## Annexure – B

### 1) Employment Agreement

#### a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.

#### b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Tech Mahindra Limited. or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Employee data – By accepting this Offer and furnishing your personal data to the Company, You are according your irrevocable consent to Company to possess, deal with or handle Your sensitive personal data either by itself or through any third party agency during the term of your employment with the Company subject however to the terms of the Privacy Policy of the Company. You are aware that your personal data is confidential in nature and Company shall process the same in the course of its business, in terms of its privacy policy with due and reasonable care.

#### d) Conflict of Interest

Your position with The Company calls for whole time employment and you will devote yourself exclusively to the business of The Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with The Company, without written permission from The Company. Contravention of this will lead to termination of your services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

#### e) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have

agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd.

- (i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Tech Mahindra Ltd
- (ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- (iii) You will not be employed by a client of Tech Mahindra Ltd for which you performed services while employed by Tech Mahindra.
- (iv) You will not solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- (v) You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

**f) Exclusivity of Services, Publications, Gifts/Anti-bribery**

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

You hereby covenant and undertake that you will:

- Not engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of the United States of America (the "FCPA"), the Anti-Terrorism, Crime and Security Act 2001 and Bribery Act, 2010 of the United Kingdom of Great Britain and Northern Ireland; and
- Comply with all United Kingdom, United States, German and other Applicable Law prohibiting bribery and in doing so will provide nothing of value to any government official.

- Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favour or disfavour to any person or persons in relation to such performance.
- You hereby agree not to involve in receiving any gift/bribery during your tenure with the Company. You shall abide and follow the Company's anti-bribery policy which is hereby incorporated for reference. This Company policy shall be amended from time to time.

**g) Confidentiality / Non-Disclosure**

- a) You must return to The Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to The Company or which refer to any confidential information and which are in your possession or under your control.
- b) You must, if requested by The Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the Tech Mahindra will either be Intellectual Property of the Tech Mahindra or that of its customers. You will not have any rights to such material as described above.

You shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.

**h) Non-Disparagement Obligations**

You covenant and agree that, during the term of your employment and anytime thereafter, neither you nor any of your legal heirs or any person acting on your/their behalf, will in any way publicly disparage, bring into disrepute, defame, libel, slander or otherwise criticize the Company, its subsidiaries, affiliates, successors, assigns, officers, directors (including any former directors/ officers of the Company or its subsidiaries), employees, shareholders, agents, attorneys or representatives, or any of their clients, customers, partners, other service providers, or any of their products or services, in any manner that would damage the business or reputation of the Company or any of its clients, customers, partners, other service providers. Any violation of this section shall necessitate an investigation and appropriate disciplinary action including termination from the services and/ or appropriate legal action.

## 2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

## 3. Termination of Employment

- (a) Either party can terminate this employment by serving a notice of **60** days on the other. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, Tech Mahindra Limited, may terminate your services with immediate notice. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- (b) In the event of your serving on The Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point in time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- (c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfill requirements of **Clause 3(a)** along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) Unauthorized absence or absence without permission from duty for a continuous period of 7 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- (e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated as per the procedure mentioned in **Clause 3(a)** herein above. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of The Company or if the information furnished by you is not true, The Company reserves the right to