

Ref:1664791/729999/Permt

Date: 22nd January, 2019

J Manisha Reddy  
17-1-382/SN/37, Krishna Nagar Colony  
Champapet, Hyd - 500059.  
Phone No: 7036370347

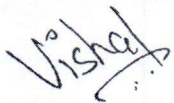
**Subject: Offer of Appointment**

Dear J Manisha Reddy,

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 Technical Support** on **U1** band, operating out of our **Hyderabad** office.
2. Your "Annual Total Cost To Company" will be **Rs. 259205 (Rupees Two Lakhs Fifty Nine Thousand Two Hundred Five Only)**. Please refer **Annexure-A** for details on the compensation and statutory deductions. Your remuneration package is strictly confidential between you and The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
3. Your employment with us will be governed by terms and conditions as specified in **Annexure-B**.
4. You are required to join on **23rd January, 2019** and report to Naresh Kumar at 12:00 PM to complete the joining formalities at **Tech Mahindra Limited, SEZ Block, Unit V, Bahadurpally, Hyderabad**. The Offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. 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.
5. 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.
6. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' to Naresh Kumar latest by **23rd January, 2019**. In case of further clarifications, please get in touch with Offers Team (on E-Mail: PS00551100@Techmahindra.com, and quote the Reference No. as mentioned above).

With Best Wishes  
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 -(Acknowledgement),

**Accepted**

Date:

Signature of Candidate:



**Annexure - A**

NAME	J Manisha Reddy	
TITLE	Associate Technical Support	
BAND	U1	
LOCATION	Hyderabad	
<b>COMPONENTS</b>	<b>Per Annum</b> (All figures in INR)	
BASIC (@30% OF TOTAL FIXED PAY)	67500	
HRA (@50% OF BASIC)	33750	
TRANSPORT ALLOWANCE	12000	
STATUTORY BONUS	13500	
EMPLOYER'S CONTRIBUTION TO PROVIDENT FUND (@12% OF BASIC PAY)	8100	
EMPLOYER'S CONTRIBUTION TO ESI (@4.75%)	10969	
PERSONAL PAY	79181	
<b>TOTAL FIXED PAY..... (A)</b>	<b>225000</b>	
<b>TOTAL VARIABLE PAY (TVP)..... (B)</b>	<b>25000</b>	
<b>ADDITIONAL BENEFITS..... (C)</b>	<b>9205</b>	
GRATUITY	3247	
INSURANCE PREMIUMS (towards GTLI, GMIP AND GPAL)	5958	
<b>TOTAL COST TO COMPANY..... (D) = (A) + (B) + (C)</b>	<b>259205</b>	

**1. Salary:** Your salary will be paid monthly through bank transfer on the last day of the month, for which you would be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updation of Permanent Account Number (PAN) details in the company's records.

**2. Flexible Benefit Plan (as applicable):** Associates will also be given an option of restructuring their Flexible component of their TFP as per the "Flexi Benefit Plan" under the following heads as per eligibility specified in the applicable policy:

Component	Max Limit
Leave Travel Assistance	
Medical Reimbursement	
Residential Telephone Reimbursement	
Car Scheme Policy	
Fuel & Maintenance	
Driver Salary	
Superannuation	-
National Pension Scheme	-

Post utilization of applicable max limits as mentioned above, balance amount if any, shall be paid as taxable amount under Additional Personal Pay component.

3. \*Applicable, only if company transport is not availed.

(Contd...)



## Annexure - A (Contd...)

### 4. Additional Benefits: Associates shall be eligible for below mentioned benefits:

a) **Group Term Life Insurance (GTLI) Coverage:** You would be eligible to be covered under the Group Term Life Insurance Cover, providing Life Insurance Coverage to the associates by paying a lump sum benefit of **20 Lakhs** to the beneficiary on the unfortunate death of the associate

b) **Group Medical Coverage Plan (GMIP):** You would also be enrolled under the existing Medical Insurance scheme of the company with a cover of **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 enrolment of parents is not opted for, the applicable cover (for self only OR self + spouse + up to 2 children) will be **2 Lakhs**.

c) **Group Personal Accident Insurance (GPAI) coverage:** You would be enrolled under the Company's GPAI scheme with a cover of up to **5 Lakhs** payable in case of permanent disablement arising out of any unfortunate event of an accident.

### 5. Deductions:

1. The Company shall make any deductions from the salary, as it may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.
2. Statutory Deductions: The Company shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities. And also, you shall, upon request by the Company, provide documents/proofs of such payments.

### Notes:

1. Bonus / Statutory Bonus, if applicable as per The Payment of Bonus Act, 1965, shall be paid in 12 equal monthly instalments in advance
2. For purpose of contribution to PF, Gratuity, Superannuation, if any, and encashment of leave, notice period etc., computations will be on Basic Pay.
3. Total Variable Pay (TVP) amount mentioned is maximum amount based on 100% performance; TVP shall be payable as per Variable Pay Policy applicable for the Financial Year
4. In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the 'Performance Bonus Policy' or 'Sales Incentive Policy', as applicable.
5. Please note that the salary structure of The Company may be altered/modified at any time without any prior notice and your remuneration and other terms may accordingly be altered/ modified from time to time. Further salary, allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.
6. Gratuity shall apply as per the 'Payment of Gratuity Act 1972'.

With Best Wishes  
For Tech Mahindra Limited.



Vishal Khanna  
Head – Resource Management Group



## 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 the Company, 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) 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.

#### d) 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 with the Company.
- (ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of the Company's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- (iii) You will not be employed by a client of the Company for which you performed services while employed by the Company.
- (iv) You will not solicit or induce the Company associates to join a client or to compete with the Company.
- (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.



## **e) 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.

## **f) 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 Company will either be Intellectual Property of the Company 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 the Company or the Client.