



November 24, 2015

Dear Ms. Madhuri Sadashiv Nirmale
Emp. No.: 33322
Location: Pune

SYNTEL PRIVATE LIMITED.
Plot No. B - 1,
MIDC Software Technology Park,
Talawade, Tal. - Haveli,
Pune - 411 062, India.
Tel - 020 - 30615000 / 40701000
Fax - 020 - 40781100
www.syntelinc.com

DEPUTATION TO SYNTEL CONSULTING INC

We are pleased to inform you about your Deputation from Syntel Private Limited ("the Company") to Syntel Consulting, Inc. effective **November 30, 2015**.

During the period of your Deputation you shall continue to be employee of the Company and thus shall remain on the rolls of the Company resulting in your continuous employment with the Company. The Company intends that you will return to an appropriate position in the Company at the end of the Deputation, on the terms applying prior to the Deputation.

You will receive your initial deputation salary of **USD 63,220** per annum from **Syntel Consulting, Inc.** during the period of Deputation. Reviews of your performance and deputation will be performed annually by the Company. Your salary from the Company will be resumed only upon your return to India at the end of the Deputation.


During the period of your Deputation with Syntel Consulting, Inc. you will be governed by terms and conditions of your employment with the Company except that any work of authorship created by you and all improvements, discoveries, or inventions made or conceived by you, either solely or jointly with others, during your Deputation with Syntel Consulting, Inc. and in any way related to the same, the performance of services to any Syntel Consulting, Inc. customer, or created, in whole or in part, during working hours or with information or resources obtained from or through Syntel Consulting, Inc. or any Syntel Consulting, Inc. customer, shall be promptly reported to Syntel Consulting, Inc. and shall be and remain the sole and exclusive property of Syntel Consulting, Inc., without further consideration. Upon request by Syntel Consulting, Inc., all documents and papers shall be executed, and all reasonable assistance shall be furnished (1) to establish in Syntel Consulting, Inc. title to such work of authorship, improvements, discoveries, and inventions and (2) to enable Syntel Consulting, Inc. to apply for United States and foreign patents thereon. You agree and warrant that any deliverable or service delivered to Syntel Consulting, Inc. and Syntel Consulting, Inc.'s use of such deliverable or service will neither infringe any copyrights, nor knowingly infringe any other intellectual property rights of any entity.

You shall be further governed by terms and conditions as mentioned in **ANNEXURE A** hereto and **USA Deputation Policy**. In the event of any conflicts between the provisions of the USA Deputation Policy and the terms and conditions of your Company's employment letter, the conflicting provision in the USA Deputation Policy shall govern during the period of your Deputation.

Please execute the enclosed copy of this letter and return it to your Human Resources Representative to indicate your agreement to the terms in this letter.

Simultaneous with the execution of this letter, you will execute and deliver to Syntel Consulting, Inc. the confidentiality letter agreement attached hereto as Exhibit A, which confidentiality letter agreement is incorporated herein by reference.

Yours Sincerely,
For and on behalf of Syntel Private Limited


Jason Andrade
Authorized Signatory

I hereby agree to the above terms.


Employee Signature

ANNEXURE A

The terms and conditions of your Deputation are enumerated here for your formal acceptance hereof:

DEPUTATION SALARY

- 1) **Salary advance:** You will be paid an advance as per policy, in the form of Traveler's Cheques (TCs) and Currency notes. A amount of \$1500 will be recovered in the first pay-check processed through Payroll, and the balance Advance amount will recovered over a period of 6 months in equal instalments. Along with the TCs, the bank will issue a slip indicating serial numbers denomination of the TCs, issued. For safety reasons, the TCs and the issue slip are to be kept separately, as in the event of TCs be misplaced, you can immediately report to the bank using the TC numbers available on the slip.
- 2) **Monthly Deputation Salary Remittance:** The deputation salary payable in USA for subsequent periods will be directly credited to your bank account. For this purpose, please open a Check-in account with the bank in your vicinity and inform your Project Manager / Finance Department the name, routing number account number and address of the bank. Please note that you have to be extremely accurate in providing this information, as any mistake may lead to delay in transmitting the funds or transmission of funds to incorrect account. You are also requested to send your Residence / Office addresses as well as phone numbers to your Project Manager / Finance Department/ HR Department for the purpose of communication.

Any changes to these details must be communicated to your Project Manager/ Finance Department and the HR Department

- 3) **Income Tax:** Any Income Tax liability arising out of your overseas deputation will be borne by you. You will also be responsible for filing the requisite tax returns under US federal and state regulations.

TRAVEL & CONVEYANCE

- 4) **Travel Costs:** The Company will provide you an Economy Class air ticket to the US. On completion of your assignment, you are required to intimate Travel Desk as to your date of return so that we can get your return ticket arranged.
- 5) **Local Conveyance Expenses:** Reasonable conveyance expenses incurred in India while traveling to / from airport to residence will be reimbursed. Kindly submit the receipts with Expense Report Claim form.
- 6) **Additional Terms For Deputation Exceeding Three Months:** if you are on a project deputation period exceeding three months you will be governed by the following additional clauses.
 - a) **Settling Assistance:** In case you are traveling from India on a new project assignment, you will be eligible for reimbursement of settling expenses not exceeding US \$750/-. This will cover your cab fare from the airport in US to your place of stay (immediately on arrival into US), and for a maximum of first two weeks of stay in the US, hotel stay and car rentals/ cab fare/ train fare. Supporting Receipts are mandatory. Some of these expenses may be subject to US payroll tax and Income tax.
 - b) **Car Rental Insurance:** Will be covered under Syntel's "Car Rental Insurance Policy" for up to initial four weeks, if the car is rented through Syntel's Travel Department at Troy.
 - c) **Medical/Dental Insurance:** You will be covered under HDFC ERGO Medical insurance. Please provide the requisite details to ODC to arrange for your insurance card. Please ensure that you carry this insurance card with you when you travel overseas. Please ensure that you have a copy of the Insurance plan and that the same has been explained to you by ODC before you travel. Also please ensure that you inform the ODC team in case you or your family members are returning back to India or if there is any change in status while you are in USA.
 - d) **Leave:** You will be allowed to take up to 13 days of Leave on a pro rata basis (personal need days) every year. Please refer to the Leave section in USA Deputation Policy for further details.
 - e) **Project Early Termination:** In case of an early termination of the project, the Company will reimburse you, on actual, the charges incurred toward lease termination of the apartment up to a maximum of US \$1000/-. You are expected to make travel arrangements, through the Company's travel department, to return to India within ten calendar days of the termination date.
 - f) **Project Relocation:** You will be expected to relocate to another project location, if required by the Company. The Company will provide air ticket to you (and your family, namely, spouse and up to two children, if the family is already in the USA), to the new project location from the existing project location. A consolidated reimbursement limit of US \$2,750/-, towards relocation and lease breakage expenses incurred by you, will apply. Some of the relocation expenses will be subject to Income tax as well as payroll tax.

[Handwritten signature]

- g) **Business Travel (within USA):** If you are required to travel on a short business trip, this travel should be approved by an authorized manager and substantiated by an approved travel request. The Company will provide air ticket and make car rental and hotel reservations. You will be reimbursed "at actuals" for expenses such as car rental, cab fare for business travel (up to US \$50/day), mileage if own car is driven (US \$0.405/mile), hotel (basic room charges), fuel (for rental car), toll, meals (up to US \$25/day on actual) and laundry (for trip longer than seven days). Approved expense report should be submitted within fourteen days of completion of travel. You may contact your local Syntel manager for more details on policy.

- i) **Parking at Project Site:** While on duty, if you have to park your car in a paid public parking, because free parking is not available within a reasonable walking distance, you will be eligible for reimbursement of the parking charges, up to a maximum of US \$150 per month, upon production of receipt issued by parking authority, and with a prior approval of the Site Manager.

General Requirements:

1. All payments specified as "Reimbursements" will be on receipt of appropriate claim vouchers from you, which shall be accompanied by suitable receipts in evidence of the expenses incurred by you. Hence you are advised to preserve the supporting receipts without fail.
2. You will be required to submit e-timesheets and observe all other administrative instructions, procedures etc. in a timely, adequate and accurate manner as notified to you from time to time. You shall update your records on the Company's Syntranet as per instructions notified from time to time. You shall also observe all safety/ security regulations, dress code, work ethics, etc. implemented in your work area, particularly at client premises.
3. At the time of every instance of leave, even if such leave is authorized beforehand, you shall compulsorily provide complete details of your Contact such as your address, telephone number, e-mail Ids, etc. without fail. This shall be equally applicable during your trips to India also.
4. You will be required to report for work at the base station in India soon after completion / release from your project assignment in the USA, unless specifically authorized in writing by an authorized senior manager of Syntel. In case you wish to avail of any leave on return to India, such leave shall be with specific prior authorization of a notified senior manager in India, after fulfilling all administrative requirements such as formal leave application, contact details, etc.
5. On reaching the base station in India, you shall report to the HRD Department as a first step and complete your returning formalities, update / reactivate your ID cards, security / entry passes, attendance records and complete all the ODC formalities without fail.
6. Your assignment and stay in the USA will be strictly subject to visa regulations specified by the US authorities and any other / additional terms specified by the Immigration Authorities at the Port of Entry. You (and if applicable your family members) shall abide by all such conditions and respect all the laws, rules and regulations, etc. as applicable to foreign citizens authorized to stay and work in the USA. You shall not change nor attempt / cause to change, residence / work permit / visa status without prior written intimation to the Company. Similar conditions apply to your family members staying with you in the USA. You shall ensure safekeeping and timely re- validation of all travel documents and inform the Company regarding any changes thereto, promptly.
7. The Company reserves the right to amend / modify / alter any or all provisions of this Annexure in full or in part from time to time. Company's decisions on all such matters shall be binding on you. On matters not specifically covered by this Annexure (or modifications thereto), Company's decisions shall be final and binding on you.
8. The duration of your Deputation in the preamble to this Annexure is merely indicative of the expected tenure as per current requirements. Company reserves the sole option to curtail or extend the tenure depending on work exigencies, which shall be binding on you. You shall leave the country immediately on termination of your assignment. Further, your services are liable for transfer within the USA depending on the Company's / Client's work exigencies and you may also be required to leave the USA, at short notice, as desired by the Company. You shall therefore be in a state of total preparedness for such movements, at all times. When you are transferred within the USA, your overall deputation salary shall not be less than the prevailing wage if applicable for the specific location at the relevant time. Any arrears in deputation salary arising out of such relocation / transfers shall be paid to you by the Company as per salary processing cycle.
9. It shall be your responsibility (and in your own interest) to ensure timely enrollments, renewals, notifications of changes etc. regarding different benefits, your legal status, etc.
10. Employee will be signing the "Overseas Deputation Agreement" before he /she travels.



Acceptance Of The Terms: This Annexure is being issued to you in duplicate (both in originals), one of them being the "Acceptance Copy". You are required to affix your full signature on the last page and your initials on the remaining pages (of the Acceptance Copy) in token of your formal acceptance of the terms and conditions stipulated herein. The Acceptance Copy shall be returned to the undersigned duly signed and initialed by you. Kindly contact the undersigned or any other officer of the Overseas Deputation Cell in case you have any clarifications or you need further briefing.

While on deputation to a client site for Knowledge Acquisition and subsequent Knowledge Transfer on a client's application, either for development, enhancement, maintenance or support, you will be understood to have gathered intellectual property on behalf of the Company while on such deputation. As a consequence, you shall commit to serving the Company for a minimum period of six months from the date of return to India from the Onsite engagement. This clause does not apply in the event that you are transferred, within the Company, to another client engagement where the value of the initial knowledge acquisition has diminished and therefore does not constitute knowledge attrition."

Contact Persons: We are providing below the names and contact telephone numbers of persons you may contact in case of any need. You are advised to obtain the latest details through the Company's SYNTRANET from time to time, or you can write to the manager in charge of the Overseas Deputation Cell C/o HR Department for any inquiries regarding your Deputation, return, etc.

VISA EXTENSIONS / RENEWALS

ODC Core Team

Contact Number : 91-22-40470300
Extn 3626 (Nortel)

Email Id : ODCCoreTeam@Syntelinc.com

AIR TICKET:

Travel Team : INDIA

Email id : Mumbai_Travel@Syntelinc.com

Contact number : 91-22-40470321
Extn 3656 (Nortel)

ACCOMMODATION:

Your Direct Manager at work site

US DEPUTATION SALARY:

Payroll

Reghu Neelakantan

Email id: Payroll2@syntelinc.com

Contact number: 91-22-40470261
Extn: 2862

PS: In case of a change of Location. Please intimate at odccoreteam@syntelinc.com immediately.

We wish you best of luck for your assignment.

For SYNTEL PRIVATE LIMITED

I accept the terms and conditions of my Deputation as specified herein above.

Ms. Madhuri Sadashiv Nirmale

Date: November 24, 2015



EXHIBIT A

CONFIDENTIAL INFORMATION

In connection with your providing certain products and/or services to Syntel Consulting, Inc. ("SYNTEL") and/or on behalf of SYNTEL, you will have access to information concerning SYNTEL and SYNTEL's clients. As a condition to your being given access to such information, you agree to treat any information concerning SYNTEL and/or SYNTEL's clients (whether prepared by SYNTEL, its advisors or otherwise) which is furnished to you by or on behalf of SYNTEL and/or SYNTEL's clients (herein collectively referred to as the "Confidential Information") in accordance with the provisions of this letter and to take or abstain from taking certain other actions herein set forth. The term "Confidential Information" does not include information which (i) is already in your possession, or (ii) becomes generally available to the public other than as a result of a disclosure by you or (iii) becomes available to you on a non-confidential basis from a source other than SYNTEL and/or SYNTEL's clients.


You hereby agree that the Confidential Information will be used solely for the purpose of providing certain products and/or services to and/or on behalf of SYNTEL, and that such information will be kept confidential by you; provided, however, that any disclosure of such information may be made to which SYNTEL consents in writing.

Notwithstanding the foregoing, if you are required (by oral question or request for information or documents in legal proceedings or similar process) to disclose any Confidential Information, you will promptly notify SYNTEL of such requirement so that SYNTEL may seek an appropriate protective order and/or waive your compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, you, in the reasonable written opinion of counsel, compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, you, after notice to SYNTEL, may disclose such Confidential Information to such tribunal. You shall not be liable for the disclosure of Confidential Information hereunder to such tribunal compelling such disclosure unless such disclosure to such tribunal was caused by or resulted from a previous disclosure by you not permitted by this Agreement.


You agree that the furnishing of Confidential Information neither grants nor implies any license under any trademark, patent, copyright, methodology, intellectual property or process right, or any other property right nor does the furnishing of Confidential Information constitute an inducement of any kind, or any representation, warranty, assurance, or guarantee with respect to the non-infringement of trademarks, patents, copyrights, methodologies, intellectual property rights or processes, or any other property rights of third persons or of SYNTEL. You agree to promptly redeliver to SYNTEL, upon request, all Confidential Information on any tangible media and that you will not retain any copies, extracts or other reproductions in whole or in part of such material. You further agree that breach of this confidentiality letter agreement could cause irreparable harm to SYNTEL and that SYNTEL shall be entitled to any and all injunctive relief, as well as monetary damages, including reasonable attorney fees, for such breach.

You agree that this confidentiality letter agreement contains the entire agreement between you and SYNTEL regarding Confidential Information and SYNTEL shall not be bound by any other different, additional, or further agreements or understandings except as consented to in writing by SYNTEL. This confidentiality letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No amendment hereof shall be effective unless contained in a written instrument signed by the parties hereto. No delay or omission by either party to exercise any right or power under this Agreement shall impair such right or power or be construed to be a waiver thereof. A waiver by either party of any of the covenants to be performed by the other party or of any breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. If any provision of this confidentiality letter agreement is declared invalid, such provision shall be deemed severable from the remaining provisions of the confidentiality letter agreement, which shall remain in full force and effect. All rights and remedies provided for in this confidentiality letter agreement shall be cumulative and in addition to and not in lieu of any other rights or remedies available to either party at law, in equity, or otherwise. This letter shall be governed by, and construed in accordance with, the laws of the State of Michigan.

Very truly yours,
SYNTEL CONSULTING INC

By: 
Jason Andrade
Sr. Manager – Human Resources North America
Date: November 24, 2015

Confirmed and Agreed to:

By: 
Ms. Madhuri Sadashiv Nirmale
Date: November 24, 2015