

India Employment Offer V201705

25.10.2022

Mr. Nitin S. Ovhal
Pune

Dear **Nitin S.**,

I would like to personally welcome you to Mindtree Limited 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.

I sincerely hope that, you will grow with us and together we will build a memorable institution.

Enclosed please find your employment contract and other relevant details for your review and acceptance.

Looking forward to seeing you soon in Mindtree.

Thanks and regards



Shalini Macaden
VICE PRESIDENT - PEOPLE FUNCTION



Nitin Ovhal (Oct 28, 2022 10:42 GMT+5.5)

25.10.2022

To

Mr. Nitin S. Ovhal
Pune

Sub - Employment Offer Letter

Dear Nitin S.,

We are pleased to make an offer to you to join Mindtree Limited. ("Company/ Mindtree/ Employer/ We/ our/ us"), at our Pune office as Module Lead in Salary Grade C3.

Your total cost to Company will be Rs. 1,590,000 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 employment offer 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 including but not limited to Mindtree's policies, rules, regulations and Code Of Conduct ("Policies"). You are requested to contact the People Function Representative for any clarifications on Policies, which are applicable to you and also refer the Mindtree intranet portal for Policies and updates.

Your employment is offered with a clear understanding that your employment is on a 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 will be due to you. We expect you to keep the compensation details confidential at all times.

2. TRANSFER

You could be transferred at Company's discretion to any of other offices/branches/subsidiaries/affiliates/ holding company/department in India or outside India, should the need arise including client location on whose projects you have been deployed. You will abide by the Company's Policies as may be in effect from time to time with respect to your role, function, grade or location where you work in. In case you are deputed to a client location, you shall abide by the client 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 and any 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 fifty eighth 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, by virtue of your employment, 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 non-compete 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 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 Code of Conduct or any Mindtree Policies may result in termination of your services for breach without notice or compensation.

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, the Company, at its sole discretion, may terminate 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, which results in termination for cause, then 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 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.



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8. BACKGROUND CHECK & REFERENCES

We would be conducting a background and reference check on your employment details upon consent.

Your employment with us and your continuation in service is contingent upon (i) our obtaining a satisfactory report on the background check conducted by our approved agency relating to employment, experience, details provided in Your application etc. and (ii) your eligibility to work for the Company such as no non-compete restrictions.

If any of the information provided by you is found to be inaccurate now or later, or if you suppress any material information, Mindtree at its sole discretion can take necessary action including but not limited to termination of employment with or without notice or compensation. In certain client projects, our clients 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.

In the event of non-cooperation with the background check process, including but not limited to non-submission of requested documents and lack of response to calls and/or mails, Mindtree may, at its sole discretion, choose to terminate the employment contract between Mindtree and you with or without notice or compensation.

9. TRAINING, RELEVANT SKILL SET, PERFORMANCE MANAGEMENT & SALARY REVISION

We provide various training resources and You will be required to undergo relevant trainings from time to time to ensure that your skills are relevant to our business needs. You understand and acknowledge that you need to be productive at all times.

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

For the purposes of your employment with us, We need to collect, hold, process and transfer your Personal Data about you (such as your name, date of birth, education, contact information, PAN, Aadhar number etc.) as it is necessary for the administration, management and performance of your employment contract. We shall provide you a Privacy Notice upon acceptance of this offer to make you aware of what personal data We collect, how We use it and how We protect it during the course of your employment with us.

11. VALIDITY, ACCEPTANCE AND DATE OF JOINING

You have agreed to join Mindtree Limited latest by January 26 , 2023 ("Expected Joining Date"). Your appointment will be effective on your joining Mindtree Limited on the Expected Joining Date. In the event, you are unable to join us by the Expected Joining Date, you will have the option to choose to join us on any business day between January 26 , 2023 through February 09 , 2023 ("Tentative Joining Tenure"). Any of the dates you choose from the Tentative Joining Tenure and as captured on Mindtree's internal employee database, will be considered as your effective joining date ("Effective Joining Date"). This offer of employment will be withdrawn if you are unable to confirm your acceptance within five (5) days of



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this employment offer or are unable to join us by the end of your Tentative Joining Tenure.

To accept this employment offer, You are requested to sign this employment offer. On the date of joining you are required to get a copy of your acceptance.

In the event that you accept this employment offer by signing this letter, 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 joining("Employment Contract"). 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 may terminate the Employment Contract if you do not join the services on the joining date.

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 employment offer. Any use of such means to secure employment may call for termination of this employment 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 employment offer within five days from the date mentioned in this letter, failing which the employment offer stands withdrawn.

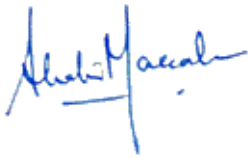
12. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND TRADE SECRET

Confidential Information : Confidential Information includes but is not limited to our or our affiliates, holding company, partners, vendors, client' 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, client information, financial information, sales information, compliance information, business pipelines, SOWs, Proposals, Request For Proposal, Request For Information, client and supplier lists, construction layout, and operation of Mindtree 's facilities and equipment, information pertaining to internal, external, business operations, information revealed to Mindtree by its clients and other third parties which we are obligated to keep confidential and any other information that maybe 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.

You shall abide by the confidentiality obligations and You shall not, except as authorized in writing, reveal/disclose/disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets or any Confidential Information. Additional terms and conditions related to confidentiality are contained in the Exhibit 1 which you should carefully read and abide by.

Yours sincerely,

For Mindtree Limited.



Shalini Macaden
VICE PRESIDENT - PEOPLE FUNCTION

Acceptance

I, Nitin S. Ovhal, have read and understood the above employment offer terms and agree to accept the employment on the terms and conditions mentioned in this employment offer and the Exhibits attached hereto. My acceptance of this employment offer terms constitutes a valid Employment Contract between Mindtree and me.

Name : Nitin S. Ovhal

Signature : 
[Nitin Ovhal \(Oct 28, 2022 10:42 GMT+5.5\)](#)

Place : **Pune**

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 **Nitin S. Ovhal** hereinafter "You" upon acceptance of the employment offer and joining Mindtree in an employee status under the Employment Contract.

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 and as defined in the Employment Offer above:

- 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: 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 Employment Offer, Code of Conduct procedures or breach of Mindtree or applicable client policies, commission or omission of any act which is detrimental to reputation of the Company.
- b) "**Client**" 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 Employment Offer which shall be sufficient for and be deemed to be part of consideration for this Agreement as well.



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- 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.
- e) **"Employer or Company"** 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.

2. REPRESENTATIONS AND WARRANTIES.

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.
- 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 Employment Offer 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 Employment Offer including, but not limited to, royalties, bonuses, and additional benefits.



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- 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 Clients 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 Clients' 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 be certified in future.
- j) You shall comply with all reasonable requirements/obligations which Mindtree or its Clients 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 Clients 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 Clients' 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 Clients' 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 Employment Contract 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 of your employment or retirement.

5. REASONABLE RESTRICTIONS

You agree that Mindtree's services are highly specialized. You further agree that the identity and particular needs of the Mindtree's Clients are not generally known in the industry. Documents and other information regarding Mindtree's services, pricing and cost as well as information pertaining to Mindtree's Clients including but not limited to identity, location, service requirements and charges to the Clients are highly confidential.

i) You warrant that during the Restricted Period:

(a) You shall not engage directly or indirectly in any professional services or employment nor advice, manage, render or perform services to or for any person or entity during the term of your employment with Mindtree.

(b) No Solicitation of Employees. You will not, directly or indirectly, on your own or on behalf of any other person or entity (other Mindtree), regardless of who first initiates the communication, hire or solicit to hire for employment or consulting or other provision of services, any Restricted Employee. This includes, but is not limited to, inducing or attempting to induce, or influencing or attempting to influence, any Restricted Employee to terminate his or her relationship with Mindtree; helping to identify or evaluate any Restricted Employee for recruitment away from Mindtree; and helping any person or entity hire a Restricted Employee away from Mindtree.

(c) No Solicitation of Customers. You will not directly or indirectly, on your own or on behalf of any other person or entity, solicit the business of or provide services or goods similar to the services or goods



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provided by Mindtree to any Restricted Customer. You further agree not to directly or indirectly contact any Restricted Customers for the purpose of soliciting such Restricted Customer to purchase or license a product or service that is the same as or similar to those products and/or services offered, made, or rendered by Mindtree. You will not engage in any activity that would encourage any Restricted Customer to cease doing business with or terminate or limit an existing relationship with Mindtree.

Definitions. For purposes of this Section :

- (i) The phrase "directly or indirectly" shall include you either on your own account, or as a partner, owner, promoter, joint venturer, employee, agent, consultant, advisor, manager, executive, independent contractor, officer, director, stockholder, or otherwise, of an entity.
- (ii) "Restricted Customer" means any prospective or actual customer whom you had contacted, negotiated with, received Confidential Information about, and/or sold or provided services to, in the course of your work for Mindtree, or with whom you have otherwise had material contact during the last twelve (12) months of your employment with Mindtree.
- (iii) "Restricted Employee" means any person who is actively employed or engaged (or in the preceding six (6) months was actively employed or engaged) by Mindtree and with whom you had material contact in the course of your employment with Mindtree or about whom you learned Confidential Information in the course of your employment with Mindtree.
- (iv) "Restricted Period" means during your employment with Mindtree and for a period of one (1) year following the termination of your employment with Mindtree for any reason.

Additionally, you 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.

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

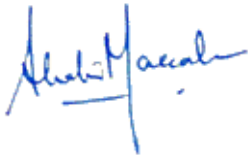
- a) In the event of any material breach of any obligation of this Agreement, Mindtree reserves the right to take any appropriate legal action before the competent local court. Additionally, in view of the nature of IT Services business where a breach can cause irreparable loss or damage, Mindtree may 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 Employment Offer, 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.



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- 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



Shalini Macaden
VICE PRESIDENT - PEOPLE
FUNCTION

Read and Accepted

Full Name : Nitin S. Ovhal
Place : Pune
Expected Joining Date : 26.01.2023
Permanent Address : Sahayog Hsg Soc. No 3
Sahayognagar, Post Rup
Talwade, Pune
state - maharashtra
Pincode 411062

Exhibit 2 - Compensation Stack

Name : Mr. Nitin S. Ovhal
Designation : Module Lead
Salary Grade : C3

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

Basic	556,500
FEP	741,504
Provident Fund	66,780
Gratuity	26,712
Insurance Benefits*	7,704
Annual Gross	1,399,200
Bonus / Variable Compensation**	190,800
Annual Cost to Company	1,590,000

"In the event that the compensation requires restructuring in order to comply with the proposed Code on Social Security, 2020, the restructuring shall be done such that it is cost neutral for the Company, while maintaining the total fixed and variable pay inclusive of social security benefits for you."

The eligibility and the basis of the gratuity amount will be calculated as per Payment of Gratuity Act & as per the Gratuity policy applicable in Mindtree at any given time.

*** Insurance Benefits:**

- Premium towards Group Medical Coverage (GMC) upto Rs.600,000/- 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.2,500,000/-.
- Premium for Group Personal Accident cover for self-up to Rs.1,500,000/-.



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**** Bonus :**

The bonus component per annum is 12.00% of CTC. This amount is guaranteed and will be payable to you in equal monthly installments. The amount thus payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.



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Mindtree

A Larsen & Toubro Group Company

Code of Conduct

Summary:

Mindtree Minds are expected to follow a professional code of conduct and work ethics. The intent of this document is to lay the ground rules for professional and disciplined behavior in the office premises and/or at client locations. Mindtree cannot anticipate all situations that may arise during your employment. When in doubt about an appropriate course of conduct, please contact your supervisor or a People Function representative.

Your employment with Mindtree is subject to your acceptance of this Code of Conduct Procedure. All Mindtree Minds are required to read, understand and sign the Code of Conduct procedures when they are hired.

Objective:

To define guidelines on the professional code of conduct and work ethics in the office premises and/or at client locations.

Eligibility/Applicability:

All Mindtree Minds, Mindtree's clients, vendors, partners etc.

Code of Conduct :

The policy details various scenarios under which Code of Conduct is monitored.

1) Personal Interest v/s Mindtree's interest

In day-to-day work scenarios, you could face situations where a possible course of action would advance your personal interests at the expense of the company. In such situations, you are expected to put the best interests of the company first. When in doubt, please check with People Function and/or your Manager.

2) Use of proprietary or confidential information of third party

You should not disclose to Mindtree, bring onto Mindtree's premises or induce Mindtree to use any confidential information that belongs to anyone other than Mindtree or yourself. You are instructed neither to make use of any confidential or proprietary information of a third party in the course of performing your job duties or services, nor include or incorporate any such information with or into any product or work that you create, design, or develop for or on behalf of Mindtree in the course of performing your duties or services unless you have the prior written consent of Mindtree. Reference to 'Mindtree' above includes Mindtree's clients, vendors and partners as well.

3) Office for Profit

Without the consent of Mindtree, you are prohibited from initiating or accepting any work as an Employee, consultant, adviser or as a member of board of directors of any other company. If you wish to seek approval for such outside work, please contact your People Function representative.



4) Vendor relationship

In your capacity as a Mindtree Mind or Consultant, neither you in the capacity of employee nor any of your immediate family members can be a vendor of Mindtree. You shall not accept advice, service, or gifts or presents in kind or cash from a vendor of Mindtree with a value greater than \$25. If you receive any gifts from a vendor with a value greater than \$25, or if a vendor engages in a pattern of offering you small gifts, please inform your reporting manager or ask People Function for guidance.

5) Using Mindtree's time and assets

You should not use Mindtree's or its customers' time or any of its assets for performing outside or personal work. In addition, you should not abet, entice, motivate, help, or coerce fellow employees to use such time and assets for outside or personal work that could reasonably be construed to have a detrimental effect on Mindtree.

6) Personal Relationship

Your spouse or any other member in your immediate family may be working with a competitor or vendor of Mindtree. This calls for extra-sensitivity to confidentiality of Mindtree's information as there is a possibility that the closeness in relationship could lead to inadvertently compromising Mindtree's interest. You are requested to be aware of the potential conflicts that might arise and inform the People Function accordingly.

If you are a member of an Enabling function such as People Function, Finance, IS etc you cannot have an immediate family member employed in another function/role in Mindtree, unless it has been explicitly approved by the head of People Function.

7) Equal Opportunity

Mindtree is an equal opportunity employer and makes employment decisions on the basis of merit. The Company seeks to have the best available individual(s) in every position. Mindtree prohibits unlawful discrimination based on race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by federal, state or local laws.

Mindtree is committed to complying with all applicable laws providing equal opportunities to individuals regardless of race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by law. This responsibility applies to all persons involved in the operations of Mindtree and prohibits unlawful discrimination by any Mindtree Mind, including supervisors and coworkers.

Mindtree prohibits taking negative action against any Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation. Any Mindtree Mind who retaliates against another Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

8) Dating/Romantic/Sexual Relationships

Mindtree recognizes that sometimes employees enter into personal relationships in the workplace, and this provision is not intended to prohibit such relationships. However, certain romantic or sexual relationships can interfere with the smooth operation of its business. Some of these relationships can also result in actual or potential disclosure of confidential or sensitive information and can have other detrimental effects. Mindtree reserves the right to determine when a relationship presents a problem in the workplace.



Without limiting its discretion to address problematic relationships or situations, Mindtree offers the following guidelines:

During working time and in working areas, employees must keep personal exchanges limited so that others are not distracted or offended, and so that productivity is maintained. During nonworking time, such as lunches, breaks and before and after work periods, employees may have appropriate personal conversations in non-work areas as long as their conversations and behaviors could not be perceived as offensive or uncomfortable to a reasonable person. Employees are strictly prohibited from engaging in conduct that would be deemed inappropriate by a reasonable person while on company premises, regardless of whether they are working at the time.

Mindtree generally considers employee off-duty conduct as private, as long as the conduct does not create problems within the workplace. Exceptions to this principle, however, involve 1) romantic or sexual relationships between supervisors and subordinates (regardless of the reporting structure) or 2) romantic or sexual relationships between any employee in the People Function or Finance departments and any other employee. Both employees involved in a relationship in either of these categories must immediately disclose to Mindtree the existence of a romantic or sexual relationship. Such required disclosure must be made in writing to People Function. People Function will provide an appropriate form upon request. Failure to make this disclosure may result in disciplinary action up to and including termination of employment. This disclosure will enable Mindtree to determine whether, given the relative positions of the individuals involved, action should be taken.

If Mindtree determines that action must be taken, it may ask one or both of the employees to transfer to another position, location, or project. If a transfer proposed by Mindtree is refused, or if Mindtree determines that the situation cannot be adequately addressed by transfer (or if Mindtree determines that transfer otherwise would not be in the best interests of Mindtree), Mindtree may terminate the employment of one or both employees. Mindtree has the sole discretion to determine whether a problem exists and how to address it. Accordingly, Mindtree is not limited to transfer and discipline/termination as its only options.

9) Personal Behavior

Mindtree expects all Mindtree Minds to be honest and fair in dealing with people, customers, vendors, competitors or others because you are the brand ambassador of Mindtree and your actions help to form others' impressions about Mindtree.

10) Breach of Discipline

As discussed above, Mindtree expects all Mindtree Minds to behave in a professional manner. Listed below are categories of inappropriate conduct that may lead to disciplinary action, up to and including termination of employment from Mindtree (This list is just illustrative and not exhaustive).

"Theft, fraud, forgery, embezzlement, misappropriation; dishonesty, harassment, indecent behavior, sexual advances, suggestive remarks, racial slurs, derogatory remarks/discrimination on - disability, veteran status, national origin, sexual orientation, race, color, religion, political affiliation, sex, or age. The list also includes forwarding/ viewing pornographic material at work or on work computers or other devices, willful insubordination, disobedience, absence without leave, habitually irregular attendance, neglect of work, willful damage of company property, disclosing/divulging trade secrets/confidential information/special processes/methodologies, unfair dealing with parties, false representation/misrepresentation, false recording/reporting of information, drunkenness, riotous behavior, commission of certain criminal offense(s), aiding or abetting any act listed herein, willful breach of law/rule / policy / guideline/procedure, working under the influence of alcohol or illegal drugs, creating/encouraging an offensive work environment, etc."



In the event Mindtree receives information suggesting that you may have engaged in any of the conduct described above, People Function personnel may require you to undergo necessary tests/assessments/inquiry as appropriate. You will be expected to cooperate in any investigation People Function or Mindtree management conducts or directs. Mindtree reserves the right to test Mindtree Minds for drug and alcohol use for cause or when a client requires testing.

11) Usage of Assets

As a Mindtree Mind, you will come in contact with the below mentioned assets as part of your job. You shall not disclose or divulge any of these assets without permission. You also shall not give false information, misinterpret or misquote any of these assets.

Information which can safely be construed as intellectual property or as copyrightable material includes the following -

- Product of ideas and hard work
- Confidential data
- Any business/functional plan
- Personal information
- Design
- Processes and know-how
- Any internal databases
- Patents /application
- Copyrighted material
- Methodologies, Services etc.

You will also ensure that company confidential information is not used for -

- Benefiting a third party,
- Having reciprocal dealings for personal benefits,
- Acquiring pirated, illegal unlicensed software,
- Receiving or giving extensive gifts/presents,
- Following any practices that lead to monopolies or restrict trade,
- Causing any violation of legal or statutory requirements, etc.

Please understand that unintentional disclosure of proprietary information can be just as harmful as intentional disclosure. Hence you are directed not to disclose Mindtree's confidential information to anyone (including fellow employees, if you are unsure of whether to divulge or not) unless otherwise required or permitted by law or directed by Mindtree management.



Mindtree

A Larsen & Toubro Group Company

12) Workplace Etiquettes

Workplace etiquette and housekeeping of personal space is a discipline. You must keep your desk space area clean at all times and should put away any papers, books, files, stationery, etc. when you close work for the day. You must ensure that you maintain minimum noise levels at all times so as not to disturb others. Please be conscious of Mindtree's Green council policy while using company / customer provided resources like printers, stationery, etc.

All Mindtree facilities/ campuses are designated as non-smoking zones. If you wish to smoke at work, please make use of designated smoking areas only.

It is imperative to safeguard the assets (computers, telephones, LCD, etc.) of the company from dishonest, illegal or willfully negligent acts. It is a serious violation to remove any assets from the company or use for personal benefit.

13) Information Disclosure

As a Mindtree Mind, you are expected to maintain the confidentiality of Mindtree's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. If in doubt about whether a document or other information should be considered confidential, please contact your supervisor or People Function representative.

Mindtree Minds should not speak to the media on Mindtree's behalf without contacting company spokesperson/public relations personnel. All media inquiries should be directed to them.

You must be aware that Mindtree subscribes to the provisions and guidelines of security controls as defined under ISO 27001 in the current form and with any subsequent changes. In Mindtree, you are expected to adhere to the defined compliance under the security policy. Any breach of information security controls may result in disciplinary action up to and including termination of employment.

14) Information privacy

For privacy related rights please refer to the Data Privacy Policy available in People hub and <https://www.mindtree.com>.

Agreed and Accepted

Signature : 
Nitin Ovhal (Oct 28, 2022 10:42 GMT+5.5)

Name : Nitin Shivaji Ovhal

Date : Oct 28, 2022



Mindtree – LTI Amalgamation

Dear Nitin S. Ovhal

We deeply value your decision to consider joining Mindtree and look forward to collaborating with you on building a fast-paced, progressive career for you.

Thanks to our cutting-edge digital transformation work for a growing roster of customers, we have been reporting industry-leading growth for the past several quarters despite an environment of rapid business and technology shifts. Our success speaks to the strength of our business model and the relevance of our strategic direction as an enabler of superior competitive advantage, customer experiences, and business outcomes for some of the world's most pioneering enterprises. We are now ready to take a significant leap forward in further accelerating our industry-acclaimed growth journey with an eye on the future.

In May this year, Mindtree and LTI — both Larsen & Toubro Group companies — announced a merger that will see Mindtree and LTI join strengths to create an efficient and scaled-up IT services provider called **LTIMindtree** and exceeding \$3.5 billion. Mindtree and LTI have delivered market-leading financial performance and created tremendous value for shareholders. Given that recent industry shifts such as the prominence of large deals and preference for end-to-end offerings benefit at-scale players, the two companies have decided that the time is appropriate to combine the strengths of both organizations to serve customers better.

- Significant scale benefits are anticipated through Mindtree and LTI's complementary strengths, resulting in a more robust portfolio of offerings across verticals. Enhanced customer engagement and delivery model through the industrialization of delivery and streamlined value-enabling processes to improve large-deal capabilities. These opportunities will help build stronger partnerships with ecosystem players and, most notably, a more distinctive value proposition for you, including opportunities to take on exciting, new projects and reach greater heights in your career with LTIMindtree.

The transaction is awaiting shareholder and regulatory approvals, and the formal integration will begin after that. Until then, Mindtree and LTI will continue to operate as independent companies.

Thank you once again for considering the offer to join Mindtree. We are excited about the synergies this merger between Mindtree and LTI will help unlock for all our stakeholders. When you join, you will be a part of a dynamic workforce driven by a culture of innovation and growth. We are counting on you to provide further impetus to our industry-leading growth story.

We cannot wait to welcome you onboard.

Best Regards,

Talent Acquisition Team

Mindtree

Getting businesses +
to the **future, faster.**

GUIDELINES FOR ONBOARDING PROCESS

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

Note: The following documents need to be submitted for your Onboarding. Without any of these documents, your Onboarding formalities will not be initiated.

Document Type	Originals for Verification	Digital Copy for Submission
Employment Documents		
Previous Company Documents Relieving/ Experience/ Service certificates from all your previous companies	Yes	Yes
Immediate Previous Company Documents (<i>prior to Mindtree</i>) – Resignation Acceptance is acceptable, if Experience/Relieving is not available.	Yes	Yes
UAN Card (Universal Account Number)		Yes
Identification Documents		
Identity Documents: (All 3 are Mandatory) <ol style="list-style-type: none"> PAN Card Passport (First & Last pages) 	Yes	Yes
Colored Passport Size Photographs	3 Copies	
Certificate for Physically Challenged (If applicable)	Yes	Yes
Educational Documents		
Diploma/Graduation & Above Qualifications <ol style="list-style-type: none"> Degree/ Convocation Certificate All Semesters Mark Sheets/ Consolidated Mark Sheet 	Yes	Yes

2. Flexible Expenses Plans (FEP)

FEP Component	Eligibility Criteria	Eligibility Amount / Policy		
Conveyance	All Mindtree Minds who do not claim the car related expenses	INR 1600 per month (Taxable amount)		
Privately Owned Car	Mindtree Minds in Salary Grade C3 & above	Car CC	Taxable Amount	Non Taxable
		<1600 CC	Total reimbursement minus INR 1800 is taxable	INR 1800 PM
		>1600 CC	Total reimbursement minus INR 2400 is taxable	INR 2400 PM
Company Owned Car / Car Lease	Mindtree Minds in Salary Grade C3 & above	Car CC	Taxable Amount	Non Taxable
	Salary Grade Car Value Limit C3 Upto INR 6 Lakhs C4 & C5 Upto INR 10 Lakhs C6 & C7 Upto INR 15 Lakhs	<1600 CC	INR 1800 PM	Total lease rental plus fuel expenses minus INR 1800 is tax free
	C8 & C9 Upto INR 25 Lakhs C10 & above Upto INR 35 Lakhs	>1600 CC	INR 2400 PM	Total lease rental plus fuel expenses minus INR 2400 is tax free
Driver Salary	Mindtree Minds in Salary Grade C3 and above and under Car Lease	INR 18,000/- per month or actuals whichever is less.		
LTA	All Mindtree Minds and their immediate family members including Self, Spouse, Parents/In laws & Children	At Actuals. Minimum of 1 day annual leave Exemption for LTA claims is limited to twice in a block of 4 years (Current block is Jan-2018 to Dec-2021)		
HRA	All Mindtree Minds	50% of the basic for Metro and 40% of basic for Non Metro. Paid through payroll		

Broadband Expenses	All Mindtree Minds	Upto INR 30,000 per annum for postpaid connection in the name of Mindtree Mind DSL/ASDL/ADSL/ISDN, WiMAX, Data card, Cable broadband, Fiber & Satellite are acceptable
Food Coupon (E Card)	All Mindtree Minds	INR 2200 per month, fully non taxable
National Pension Scheme	Mindtree Minds in Salary Grade C4 and above	Minimum contribution towards NPS should be INR 500 and maximum, 10% of monthly basic salary PRAN (Permanent retirement account number) is mandatory to declare the NPS. If you have PRAN from previous organization or your own, you need to migrate it from ISEC UOS module to corporate module (Mindtree) and should update the details in Peoplehub upon joining.
Special Pay	All Mindtree Minds	Any remaining amount of FEP can be chosen under Special pay category Paid monthly and is taxable
Year End Pay	All Mindtree Minds	Unutilized or unclaimed FEP amount Taxed and paid in March

3. 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 Salary Grades 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.

Salary Grade	Upto 500 Kms	Above 500 Kms
C-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.

Salary Grade	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.

4. 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

- 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
- 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).
- 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).
- In case of Tubectomy, Mindtree Mind is entitled to 15 days leave (including weekly offs and all public holidays) once in Mindtree tenure.
- Post Completion of Maternity leave if they required additional support, Mindtree minds can avail Work from Home if it is possible to do so.
- All rules and regulations as per the Maternity Benefit Act, 1961 would apply.
- 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.
- Mindtree provides onsite and offsite crèche facilities to Lady Minds. Creche facility is provided to kids in the age group of 6 months to 6 years. Lady Mind is allowed to make 4 visits to the creche which shall also include the interval for rest allowed to her. Please read the policy in People hub.
- Work from home option can be availed by Lady Minds. Please read the policy in People hub.

5. 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: _____

Mindtree Offer Letter

Final Audit Report


2022-10-28

Created:	2022-10-25
By:	Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANfwfSoTRhdoMARbjW9PsIC_4SknI24kH


"Mindtree Offer Letter" History

 Document created by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)

2022-10-25 - 12:15:42 PM GMT- IP address: 20.44.36.221

 Waiting for Signature by nitinovhal1690@gmail.com

2022-10-25 - 12:15:48 PM GMT

 Signer nitinovhal1690@gmail.com entered name at signing as Nitin Ovhal

2022-10-28 - 5:12:54 AM GMT- IP address: 103.198.165.76

 Document e-signed by Nitin Ovhal (nitinovhal1690@gmail.com)

E-signature hosted by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)

Signature Date: 2022-10-28 - 5:12:56 AM GMT - Time Source: server- IP address: 103.198.165.76

 Agreement completed.

2022-10-28 - 5:12:56 AM GMT