

17 February 2023

**Pankaj Nanaso Deshmukh**

**Jondhalkhindi Tal.Khanapur Dist.Sangli Vita 415309,Maharashtra,India**

Dear Pankaj

With reference to the Apprentice Offer Letter issued to you with Date of Joining as **31<sup>st</sup> January 2022**, I would like to inform you that your employment with LTIMindtree commences effective **1<sup>st</sup> February,2023** as a full-time employee. I strongly believe that individuals like you along with existing employees that can build a globally respected, successful and expertise-led company. The guiding principle behind our endeavor 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.

Thanks and regards



**Shalini Macaden**

**Vice President-People Function**

LTIMindtree Limited

(Formerly Larsen & Toubro Infotech Limited)

**Branch Office:** Sattva Global City, Mylasandra, RVCE Post, Mysore Road, Bengaluru – 560 059, Karnataka, INDIA  
Tel: +91 80 6706 4000 | Fax: +91 80 6706 4100

**Registered Office:** L&T House, Ballard Estate, Mumbai – 400 001, INDIA  
[www.ltimindtree.com](http://www.ltimindtree.com) | Email: [Info@ltimindtree.com](mailto:Info@ltimindtree.com) | CIN: L72900MH1996PLC104693

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To

February 17, 2023

**Pankaj Nanaso Deshmukh**

**Jondhalkhindi Tal.Khanapur Dist.Sangli Vita 415309,Maharashtra,India**

**Sub - Employment Offer Letter**

Dear Pankaj,

We are pleased to make an offer to you to join LTIMindtree Limited. (Company/ LTIMindtree/ Employer/ We/ our/ us), at our **BANGALORE** office as **Trainee-Engineer** in Salary Grade **E1**.

Your total cost to Company will be Rs. 271,980/- per annum at the commencement of your service.

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 LTIMindtree and other terms and conditions communicated to you from time to time including but not limited to LTIMindtree's Policies, rules, regulations and Code of Conduct ("Policies"). You are requested to contact the People Partner (Human Resource Representatives) for any clarifications on Policies, which are applicable to you and refer the LTIMindtree 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 LTIMindtree.

  
Signature

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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 LTIMindtree 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 LTIMindtree Policies and all other rules notified from time to time. We recommend that you refer the LTIMindtree intranet and other available resources from time to time and keep in mind the terms and conditions of the Exhibits, the LTIMindtree Policies and other documents that you sign upon joining LTIMindtree. Any breach of Code of Conduct or any LTIMindtree 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.

  
Signature

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## 7. TAX IMPLICATIONS

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

## 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, LTIMindtree 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, LTIMindtree may, at its sole discretion, choose to terminate the employment contract between LTIMindtree 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.



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## 10. M-TECH PROGRAM

As you have been informed, you have been selected to enroll in the four (4) year M-Tech Program provided by Birla Institute of Technology & Science, Pilani. The said M-Tech Program is being sponsored by LTIMindtree and therefore you are required to ensure that you complete the course on time and with the utmost dedication. In the event you are unable to complete the program for reasons solely attributable to you or if you leave LTIMindtree, LTIMindtree will be entitled to recover from you an amount equal to INR 75,000 (Rupees Seventy Five Thousand).

You also agree that in the event you are unable to complete any semester of the M-Tech Program for reasons solely attributable to you as per the timelines prescribed in the M-Tech Program, LTIMindtree will not be obligated to pay your fees for the next semester and in the event you wish to continue the M-Tech Program, you will be required to incur any extra costs for completing the semester and you will also be required to pay the fees for the next semester.

## 11. 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 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.

## 12. VALIDITY AND ACCEPTANCE

You are deemed confirmed upon acceptance of this letter.

This offer of employment will be withdrawn if you are unable to confirm your acceptance within five (5) days of 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.

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 LTIMindtree 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.

  
Signature

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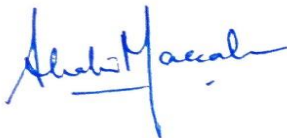
### 13. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND TRADE SECRET

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 LTIMindtree's facilities and equipment, information pertaining to internal, external, business operations, information revealed to LTIMindtree 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 LTIMindtree'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 LTIMindtree or Information, which was received by You from a third party having the legal right to transmit that information.

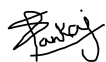
You shall abide by the confidentiality obligations and You shall not, except as authorized in writing, reveal/disclose/disseminate to any person or entity including competitors or persons involved directly or indirectly in allied trade, any of the trade secrets or any Confidential Information. Additional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

Yours sincerely,

**For LTIMindtree Limited.**



**Shalini Macaden**  
**Vice President-People Function**



Signature

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## Acceptance

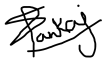
I, **Pankaj Nanaso Deshmukh** have read and understood the above employment offer terms and agree to accept the employment on the terms and conditions mentioned in this employment offer and the Exhibits attached hereto. My acceptance of this employment offer terms constitutes a valid Employment Contract between LTIMindtree and me.

Name : **Pankaj Nanaso Deshmukh**

Signature : 

Place : **Pune**

Please upload the signed forms in the this link - <https://forms.office.com/r/cSyFH2RDKz>



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## Exhibit 1 - INTELLECTUAL PROPERTY PROTECTION AND NON-COMPETE AGREEMENT

THIS AGREEMENT FOR INTELLECTUAL PROPERTY PROTECTION AND NON-COMPETE is executed between LTIMindtree Limited, incorporated under the Indian Companies Act 1956 with its registered office at LTIMindtree Ltd., West Campus, Global Village, RVCE Post, Mysore Road, Bangalore-560059, hereafter referred to as "LTIMindtree" and **Pankaj Nanaso Deshmukh** hereinafter "You" upon acceptance of the employment offer and joining LTIMindtree in an employee status under the Employment Contract.

You understand that LTIMindtree has developed and uses commercially valuable information including but not limited to ~~Pune~~ 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 LTIMindtree provides to You, Please note the terms and conditions applicable to you as 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 LTIMindtree 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 or fraud in connection with your employment; Drug or alcohol use, or being under the influence of same, during working hours or on duty of LTIMindtree, 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 LTIMindtree 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 LTIMindtree or its affiliates or subsidiaries.
- c) "**Compensation**" means all payments and benefits provided to You by LTIMindtree 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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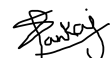


- d) **"Output"** means those work products including but not limited to codes, derivatives customizations, enhancements, applications, documents, reports, proposals, statements, work flows and all other material. You make resulting partly or wholly from your employment with LTIMindtree.
- e) **"Employer or Company"** means LTIMindtree Limited and any business entity, which may be a subsidiary or affiliate of LTIMindtree 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 LTIMindtree, including any such items developed, conceived or originated, either individually or jointly with others, by You during the course of your employment with LTIMindtree. 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 LTIMindtree 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 LTIMindtree.

## 2. REPRESENTATIONS AND WARRANTIES.

You represent and warrant that:

- a) Your employment with LTIMindtree 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 LTIMindtree.
- b) You warrant that LTIMindtree is the sole and exclusive owner of all rights and remedies in Confidential Information you receive from LTIMindtree and Intellectual Properties you create for LTIMindtree.



Signature

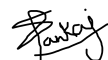
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- c) You shall not engage in any action, or refrain from engaging in any action, where such action or inaction or act or omission may cause directly or indirectly the breach of any agreements between You and third parties including but not limited to confidentiality or non-disclosure agreements or breach of Intellectual Property Rights. In particular, You shall not bring into LTIMindtree 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 LTIMindtree employment and perform your obligations in full compliance of Policies/practices of LTIMindtree 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.
- 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 LTIMindtree 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.
- f) 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.
- g) 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 LTIMindtree or its Clients' Intellectual Property Rights.



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- h) You agree to abide by the requirements defined under any security, privacy or other regulations or certifications which LTIMindtree is obligated to comply or is certified to be certified in future.
- i) You shall comply with all reasonable requirements/obligations which LTIMindtree 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 LTIMindtree. 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 LTIMindtree 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 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 LTIMindtree. 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 LTIMindtree 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.

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

#### 4. INDEMNIFICATION

You shall indemnify LTIMindtree, its directors, employees from and against any loss, damage, or injury LTIMindtree 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 LTIMindtree'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 NON-COMPETE

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 the Company. You agree that LTIMindtree's services are highly specialized. You further agree that the identity and particular needs of the LTIMindtree's Clients are not generally known in the industry. Documents and other information regarding LTIMindtree's services, pricing and cost as well as information pertaining to LTIMindtree's Clients including but not limited to identity, location, service requirements and charges to the Clients are highly confidential and secret and hence, you shall not for a period of one year from the termination/retirement / resignation / severance of your contract of employment for any reason whatsoever, directly or indirectly engage yourself in any capacity in any professional service or employment which is engaged in a business competitive to that of the Company within the geographical location wherein the Company does its businesses. You are, however free to engage yourself in any profession or employment provided your such future engagement is not competitive and such engagement is in full compliance of all the terms of your employment terms.
- b) Shall not own an interest in any business which directly competes with LTIMindtree, 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.

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c) And during the term of your employment, shall not under any circumstances, directly or indirectly solicit or attempt to solicit the LTIMindtree's and/or any of its subsidiaries' and/or affiliates' and/or group companies' personnel to leave the employment of LTIMindtree and/or any of its subsidiaries and/or affiliates or apply for employment with any third party or encourage such personnel of the Company. You have further agreed that you shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the Company, or with those Clients of LTIMindtree with whom you may have had any contact during your employment and for a period of one year after your employment ceases with us.

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

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, LTIMindtree 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, LTIMindtree 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 LTIMindtree Policies form the framework of your Employment Contract and governing conditions.
- c) If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect to the extent possible under applicable laws.
- d) Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of LTIMindtree.

  
Signature

LTIMindtree Limited  
(Formerly Larsen & Toubro Infotech Limited)


**Branch Office:** Sattva Global City, Mylasandra, RVCE Post, Mysore Road, Bengaluru – 560 059, Karnataka, INDIA  
Tel: +91 80 6706 4000 | Fax: +91 80 6706 4100

**Registered Office:** L&T House, Ballard Estate, Mumbai – 400 001, INDIA  
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- 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 LTIMindtree 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 LTIMindtree Limited**



**Shalini Macaden**  
**Vice President-People Function**

**Read and Accepted**

Full Name – **Pankaj Nanaso Deshmukh**

Place – BANGALORE

Permanent Address –

A/P. Jondhalkhindi Tal.Khanapur Dist.sangli 415309

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## Exhibit 2 - Compensation Stack

Name : **Pankaj Nanaso Deshmukh**Designation : **Trainee-Engineer**Salary Grade : **E1**

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

Basic	253,200
Gratuity	12,180
Insurance Benefits*	6,600
<b>Annual Gross</b>	<b>271,980</b>
<b>Annual Cost to Company</b>	<b>271,980</b>

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.

**Gratuity:**

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 LTIMindtree at any given time.

**\* Insurance Benefits:**

- Premium towards Group Medical Coverage (GMC) up to **Rs 600,000** 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**



Signature

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