

January 5, 2023
Ref: LTIMindtree/HR/DIGITAL ENGINEERING/2426430

Sandhya Ajinath Karkhele
SR NO 2/3 SAHYADRINAGAR DHANKAWADI PUNE
Pune, Maharashtra, 411043, India

Dear Sandhya Ajinath Karkhele

Employment Agreement

Subsequent to our discussions and in view of your professional experience and expertise including, but not limited to, academic qualifications and professional background, we are pleased to appoint you as **Senior Engineer - Cloud Services and Software** with LTIMindtree ("Company"). Outlined below are the terms and conditions of your employment with the Company:

1. APPOINTMENT DATE, JOINING AND DESIGNATION

1.1 You will be appointed as **Senior Engineer - Cloud Services and Software** in the **DIGITAL ENGINEERING** and will be associated with our **Shivaji Nagar** office or our proposed SEZ site with effect from **January 10, 2023** ("Appointment Date").

1.2 At the time of joining, as communicated to you by the Company, please report to **Ritu Jain** at: **Godrej Eternia - A, 4, Old Mumbai Pune Road, Maharashtra, 411005, India**

1.3 This employment agreement ("Agreement") shall continue and remain valid and binding on the parties, subject to the terms of this Agreement unless terminated as per the provisions of clause 7 of this Agreement.

2. PLACE OF WORK

2.1 Your place of work will be the office of the Company at **Shivaji Nagar**. However, you acknowledge that the Company expects you to be flexible in terms of your place of work and the Company may, therefore, with prior written notice modify and transfer your place of work (temporarily or permanently) to require you to work from home or any other location / country which the Company considers necessary for you to perform your duties under this Agreement. By executing this agreement, you fully understand the requirements and unconditionally and unequivocally agree to be transferred to a different location as per the business requirements of the Company.

2.2 You may be transferred/deputed/ seconded/ assigned to any other location, department, establishment, branch of the Company or subsidiary, associate or affiliate of the Company, in India or abroad, on account of restructuring,

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merger, takeover or change in control of the Company or otherwise. In such case you will be governed by the terms and conditions of service applicable the new country and for the duration of assignment in India, you will comply with the terms and conditions of this Agreement. Such transfer will not deem to constitute a change in conditions of service employment. The transfer of the employment on account of the aforementioned reasons shall be on the same terms and conditions along with full continuity of service and shall not attract any payment or compensation to you by the Company. You hereby expressly agree to such transfer.

2.3 Any rejection or non-acceptance by you shall be deemed to be a breach of the terms & conditions of employment and subject to disciplinary action including but not limited to termination of your employment by the Company.

3. COMPENSATION AND BENEFITS

3.1 In consideration of you rendering the services in accordance with this Agreement, the Company hereby agrees, subject to applicable law and applicable taxes to pay you the remuneration as specified in Annexure A to this Agreement. The monthly base salary will be payable to your bank account as specified to the Company.

3.2 The Company will review your performance on an annual basis. You will be eligible for compensation revision as per company policy in force. The compensation policy is subject to change and due information of any such change will be intimated.

3.3 In addition to the salary that may be due to you, you will also be entitled to other employee benefit plans (if any) maintained by the Company, subject to eligibility requirements of such plans. Nothing in this Agreement shall preclude Company from terminating or amending any employee benefit plan from time to time.

Any or all of the allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time provided that such alteration / withdrawal will not affect your remuneration as specified under Annexure A of the Agreement.

3.4 Bonus/Incentive

Bonus amount is inclusive of bonus payable, if any, under the Payment of Bonus Act (1965), including any amendments thereto.

For the payout, please refer Annual Incentive Policy. Annual Incentive amount is inclusive of bonus payable, if any, under the Payment of Bonus Act (1965), including any amendments thereto.

3.5 Provident Fund

Based on the applicable provident fund rules and regulations, you will be entitled to join the "Larsen & Toubro Officers

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and Supervisory Staff Provident Fund" from the Appointment Date. The details of the Provident Fund deductions are specified in Annexure A to the Agreement.

3.6 Gratuity

You shall be entitled to gratuity as per the Payment of Gratuity Act, 1972 or the Company's gratuity scheme. Your eligibility to gratuity and amount payable (if any) shall be calculated at the time of termination of your employment with the Company.

3.7 Statutory Deductions

The Company may deduct from your annual salary, or any sum paid to you, an amount of social security/ provident fund contribution and any other sum which the Company may be required to deduct as per the applicable laws. These deductions will be carried out by the Company in accordance with the applicable laws, details of which will be provided to you.

3.8 Medical Benefits

You will be eligible for medical benefits in accordance with the Company's medical scheme as applicable to the employees at your grade. You may refer details of this scheme by accessing the company's policy portal.

All amounts payable by the Company under this Agreement shall be subject to such withholding tax or tax deduction at source, any other taxes, other statutory deductions, if any as may be required under the applicable laws. In case the Company is required to deduct tax at source, the same shall be done in accordance with the respective statutes. However, it is your responsibility to meet your tax liabilities in accordance with the applicable laws.

You shall be required to keep your compensation strictly confidential and should not discuss with anyone nor divulge to anyone in any manner whatsoever, except with the prior consent of the Company.

3.9 Tax Implication

Income Tax will be deducted at source wherever applicable as per the provisions of the Income Tax Act, 1961 and the rules framed thereunder or any subsequent modification or substitution thereof.

You are solely responsible for declarations and implications arising under the Income Tax Act, 1961 and the rules framed thereunder or any subsequent modification or substitution thereof. You agree to promptly declare your correct income to the Tax Authorities and pay applicable tax thereupon. Any false declarations in respect of financial disclosures shall be a cause for disciplinary action including termination at Company's discretion.

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4. REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to the Company that the following are true, correct, complete, and not misleading, as on the Appointed Date:

4.1 This Agreement has been duly and validly executed and constitutes your legal, valid and binding obligation, enforceable against you in accordance with the terms of the Agreement.

4.2 You are not bound by any previous agreement in any manner whatsoever from your previous employment that would limit or restrict your scope of ability to work any way for the Company or L&T group of Companies. In the event of you having any obligation binding from your previous employer or any third party, you undertake to defend, indemnify and hold the Company harmless thereby releasing the Company from any such dispute related to your previous employment at your own cost and expense.

4.3 You have not been indicted or convicted nor pleaded guilty for violating any central, state or local laws, regulation or ordinance, and you do not have any criminal charges presently pending before any court of law.

4.4 You shall not bring into the Company 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.

4.5 You are not bound by any non-compete agreement, which restricts or in any manner prohibits your employment with the Company or its Group Companies.

4.6 You will not disclose any confidential information which you may have accessed during your previous employment. You further agree not to deploy, refer or put to use any confidential information belonging to your previous employer while working on assignments with the Company.

4.7 You will not use any Software, proprietary tool or any other electronic device or equipment issued by your previous employer during your employment with the Company.

4.8 You understand and agree that you will not involve/make the Company and/or any member of the Group of Companies, as a party or otherwise, into any disputes/court proceedings/investigations/allegations arising out of or related to any matter which is personal to you. You also agree and undertake to keep the Company and/or any member of Group of Companies indemnified at all times, should the Company and/or any member of Group of Companies suffer or incur any damages and expenses whatsoever in this regard.

5. CONFLICT OF INTEREST

5.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer,

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director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by

the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

5.2 You represent that you have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Agreement, or which would preclude you from fully performing your responsibilities for the Company. You further represent that your performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment with the Company, and you will not disclose to or induce Company to use any confidential or proprietary information or material belonging to any previous employers or others.

5.3 You shall not undertake, whether directly or indirectly any full time or part time employment or operate undertake professional services nor advice or manage business of any kind whatsoever, so long as you are in employment with the Company.

5.4 During your employment, if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

5.5 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company. You will strictly comply with the Company's code of conduct and will not indulge in any unethical practices or practices which may bring disrepute to the Company.

5.6 You acknowledge that you will have access to email, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure for which you shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. You acknowledge and confirm that you will abide by the corresponding policies relating to access and usage of Company assets. Any breach of such policies will be regarded as material breach of this Agreement and shall be liable for action as per the terms of this Agreement and/or the policies formulated in this regard.

5.7 During your employment, you shall not, be engaged, concerned or interested, either directly or indirectly, in any trade or business or occupation or profession or commitment (either for remuneration or otherwise) in any manner whatsoever that:

- a) conflicts with your works schedule, duties and responsibilities towards the Company;
- b) creates a conflict of interest or is incompatible with your employment with the Company;

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- c) impairs or has a detrimental effect on your work performance with the Company; and/or
- d) requires you to conduct work or related activities on the Company's premises during the working hours or using

the Company's facilities and/or resources, equipment; and/or

e) directly or indirectly competes with the business or interest of Company, or is otherwise in violation or conflict with this Agreement.

6. ROLES, RESPONSIBILITIES AND OBLIGATIONS

6.1 You shall conform to all the rules and regulations in force from time to time and shall carry out all other lawful orders/instructions/directions of your superiors as are given to you in connection with the day-to-day discharge of your duties while in employment of the Company.

6.2 You may, during the course of your employment, be given any assignment in connection with the Company's business that the Company, in its subjective judgment feels is suited for you in light of your background, qualifications and/or experience. You will not refuse to carry out any assignment solely on the grounds that it has not been part of your duties during your employment. You will also not be entitled to any additional compensation for carrying out any job which, in the opinion of the Company, is equivalent to the job you have been assigned earlier.

6.3 You shall devote whole of your time, attention, and ability in the utmost good faith, diligence, and best interest of the Company to the highest standards possible and do all in your power to promote, develop and extend the business and policies of the Company. You shall not have any personal association or dealing with the employees, customers, vendors, clients or service providers or any other business affiliates of the Company.

6.4 You will conduct yourself in good standing at all times and abide by the law of the land whether in relation to your employment or otherwise. You shall make a full disclosure of all pending legal proceedings, whether initiated by you or being defended by you and which may be civil, criminal or of any other nature before any court of law, forum, or other authority competent to decide the matter. You shall also be required to render a written statement to this effect. In the event, any complaint or proceeding is initiated against you, whether civil or criminal in nature, you will immediately inform the Company of the same and adhere to all the disciplinary procedures as the circumstances may demand.

6.5 You hereby agree to provide all such information about yourself to the Company, as required by the Company, including for, facilitating the performance of the functions by you and for administrative as well as record purposes.

6.6 You hereby agree, at all times, to act in the best interests of the Company and its affiliates. Further, you shall abide by the code of conduct as prescribed by the Company and shall not engage in any unethical behavior.

6.7 You will ensure that you equip yourself with new technology that may be adopted by the Company from time to time. Failure to do so within a reasonable period of the time shall make you liable to have your services terminated.

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6.8 You shall not use your personal e-mail account and the internet facilities for exchange of any unauthorized data, confidential information, illegal/unlawful activities, etc. and shall take steps and precautions as may be necessary to preserve and protect any proprietary information of the Company and its associates, from publication, reproduction, communication or other unauthorized disclosure to the third parties and shall use this facilities solely for the official purpose and shall not surf any sites for personal use/information during the office working hours.

6.9 You shall devote full time and attention to your Company's employment and perform your obligations in full compliance of policies/practices of the Company as updated from time to time.

6.10 While working from home (if applicable) you would comply with the Company's Work from Home (WFH) Policies as formulated. You would ensure that you comply with the office timings and would maintain the confidentiality of the documents / materials / proprietary information belonging to the Company, without fail.

7. TERMINATION OF EMPLOYMENT

7.1 Termination of contract by either party

a) The Agreement can be terminated by either party by giving three months' prior notice in writing to the other party. 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.

b) If you leave the Company without serving the notice period, in full or part, you will be required to pay an amount equal to the unserved notice period as "notice pay recovery" which will either be recovered from the salary or deducted from the full & final settlement amount payable to you. However, the Company, at its sole discretion, may waive part or full notice period. In the event you leave the Company without serving the notice period in full or fail to pay the notice pay recovery amount in full the Company will be entitled to withhold the relieving letter and will not issue the Experience Letter or any other documents as it deems necessary.

7.2 Termination on account of injury or illness

In the event any injury or accident or illness is caused to you, otherwise than in the course of your duty, you shall be entitled to receive full salary for the 12 months or any shorter period during which such incapacity continues, and if such incapacity continues for longer than 12 consecutive months, the Company shall have the discretion to terminate your employment by issuing a 3 months' notice or salary in lieu of such notice and you shall not be entitled to claim any compensation for such termination.

7.3 Termination with cause

The Company shall have the right to terminate this agreement forthwith, without any notice and without any basic

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salary in lieu of notice period in the event the employee is found guilty of any acts or omissions construed as 'misconduct' under applicable laws, this Agreement and/or Company policies including but not limited to completion of mandatory trainings.

7.4 Suspension:

During the course of a preliminary investigation/ disciplinary inquiry, if deemed fit, the Company reserves the right to

place you on suspension subject to pay and benefits as per the applicable law. It is clarified that suspension shall not be construed as a disciplinary action and does not imply that any decision has already been made about the allegations.

7.5 Events following termination

(i) The following events shall occur upon termination or cessation of your employment with the Company:

(a) You shall deliver to the Company all documents, tools, plans, drawings, materials, computer, external hard drive and other properties of the Company which may be in his possession or under his control, to the person as nominated by the Company and obtain a 'No Objection Certificate' from all the departments of the Company upon which only you will be relieved from the Company and your account will be settled;

(b) without prejudice to any other right available under applicable law, the Company reserves the right to make reasonable deductions from your final salary payment or any other amount due to you, should you fail to return any property of the Company in your possession, or return it in a damaged state, other than due to normal wear and tear;

(c) all duties of employment (express and implied) will continue during the notice period, including but without limitation, duties of fidelity, good faith and exclusive service. During this period, you may not be employed or engaged in the conduct of any activity for any third party, whether or not of a business nature;

(d) you shall not make any untrue or misleading statements in relation to the Company to any person;

(e) You agree to assist the Company, if required, with respect to any legal proceeding you have been involved with during your employment or which may be instituted by or against the Company in the future for which your assistance may be necessary.

(f) you shall provide all assistance necessary for handover of your duties under this Agreement to any person appointed by the Company in this regard; and

(g) you shall not represent yourself as a representative of the Company or its Affiliates and shall cease to hold

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any position held as an office-bearer, officer, director, trustee, or member of any internal or any external committees, boards of directors, or other boards, affiliations, as a representative or employee of the Company and you shall tender all necessary resignations in this regard.

(h) You acknowledge and agree that you will not directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize, or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing) any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred (including on social media) or otherwise, that may reasonably be construed to be derogatory or critical of, or negative towards the Company or its business or business relationships of the Company or any

of their affiliates, investors, employees, directors, agents, or partners including business partners. You acknowledge and agree that the Company may file and seek appropriate remedies before court of competent jurisdiction, at your risks and cost, for violation of this clause.

7.6 Once your employment ceases and all your dues, statutory and contractual, as the case may be, are settled as per the Agreement, Company policies and applicable law, you will release and discharge the Company from any further employee related dues and waive your right of claim in relation to such dues.

8. HOURS OF WORK AND PAID HOLIDAYS

You will observe the working hours and holidays as followed by the department and location to which you are assigned.

You will be required to work in shifts (including night shifts) as and when required in the project you are assigned. These details will be intimated to you on the date of your joining and are subject to change in accordance with the law.

9. LEAVE

The leaves will be notified to you from time to time and will be as per the Company's policy, as applicable to the office, where you are located.

10. RETIREMENT AGE

All employees in the Company shall retire on attainment of normal retirement age fixed by the Company, which at present is 58 years. However, the Company, at its sole discretion, may consider granting an extension for a period as decided by the Company subject to you being found medically fit by the medical officer appointed by the Company. Last working day in cases of retirements will be last day of the applicable month.

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11. CONFIDENTIAL INFORMATION

"Confidential Information" means information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the actual or anticipated business of the Company's which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to you, and information developed or learned by you during the course of your employment with the Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the

Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which you called or with which you may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which you can establish (i) was publicly known or made generally available prior to the time of disclosure by the Company to you; (ii) becomes publicly known or made generally available after disclosure by the Company to you through no wrongful action or omission by you; or (iii) is in your rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by your then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

You agree that during and after your employment with the Company, you will hold in the strictest confidence and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information. 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 Company or its clients' Intellectual Property rights. You will not (i) use the Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of your employment, or (ii) disclose the Confidential Information to any third party without the prior written authorization of CEO, or the Board of Directors of the Company. Prior to disclosure, when compelled by applicable law, you shall provide prior written notice to CEO, and the Board of Directors of the Company (as applicable). You agree that you shall obtain no title to any Confidential Information, and that the Company retains all Confidential Information as the sole property of the Company. You understand that your unauthorized use or disclosure of the Confidential Information during your employment may lead to disciplinary action, up to and including, immediate termination and legal action by the Company. You understand that your obligations under this clause shall continue after termination of your employment. You further agree to undertake that you will not (save as required by applicable law or any governmental authority) make any announcement in connection with the Agreement or the terms contained herein unless the Company has given its consent to such announcement and the contents thereof (which consent may not be unreasonably withheld or delayed and may be given either generally or in a specific case or cases and may be

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subject to conditions).

12. PERSONAL DATA

For the purposes of your employment with us, the Company needs 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. The Company 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 the Company.

13. NON-SOLICITATION & INTELLECTUAL PROPERTY

13.1 The Company is in the business of providing various services including services in the area of Information Technology. You will acknowledge that:

- a. The Company's services are highly specialized;
- b. The identity and particular needs of the Company's customers are confidential;
- c. Documents and other information regarding Company's services, pricing and costs, as well as information pertaining to Company's customers, including but not limited to identity, location, service requirements and charges to the customers are highly confidential and constitute trade secrets.

13.2 You will therefore agree that:

- a) Non - Solicitation of Employees. You will not, directly or indirectly, on your own or on behalf of any other person or entity (other than the Company), hire or solicit to hire for employment or consulting or other provision of services, any Restricted Employee during the course of your employment and the Restricted Period. 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 the Company; helping to identify or evaluate any Restricted Employee for recruitment away from the Company; and helping any person or entity hire a Restricted Employee away from the Company.
- b) Non - Solicitation of Customers. During the course of your employment and the Restricted Period, 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 provided by the Company 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 the Company. 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 the Company.

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- c) Reasonable Non-compete. During the Restricted Period, 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 which are in a competing capacity with the Company

- d) 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 the Company, or with whom you have otherwise had material contact during the last twelve (12) months of your employment with the Company.
- (iii) "Restricted Employee" means any person who is actively employed or engaged (or in the

preceding twelve (12) months was actively employed or engaged) by the Company and with whom you had material contact in the course of your employment with the Company or about whom you learned Confidential Information in the course of your employment with the Company.

(iv) "Restricted Period" under 13.2 a & b) means during your employment with the Company and for a period of twelve (12) months following the termination of your employment with the Company for any reason.

(v) "Restricted Period" under 13.2 c means during your employment with the Company and for a period of six (6) months following the termination of your employment with the Company for any reason.

(vi) As per career progression and as you move to executive level (cadre E equivalent and onwards), the Restricted Period mentioned in 13.2 d) (v) of this letter shall be deemed to read as twelve (12) months

e) Additionally, you shall not own an interest in any business which directly competes with the Company, 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.

f) In the event of you becoming party to any proceeding(s) brought by any former employer at any time during or after your employment with the Company, you recognize and agree that you shall have full and sole responsibility of responding to such action or proceeding and that the Company shall have no responsibility to participate in your response to such action or proceeding whether at your own costs or otherwise. You agree that you are not expected, at any time, to disclose, to the Company and/or any member of the Group Companies or its Directors, Officers or agents, the trade secrets or any other confidential information of your former employer or any other entity.

g) In case of breach or misrepresentation on your part in the above, the Company reserves its right to terminate your services forthwith which will be without prejudice to the right of the Company to be indemnified

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by you in respect of any litigation/proceedings that the Company or any member of the Company or its group companies may have to face on account of your breach or misrepresentation as above.

Intellectual Property:

13.3 "Intellectual Property" means patents, trademarks, service marks, signs, logos, get up, trade or business names, internet domain names, rights and designs, copyrights (including rights in computer software), data-base rights, semi topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world. You agree that during your employment any invention, patent application, patent utility model application or utility model, design, copyright or other Intellectual Property made by you during your employment whether alone or with anybody else, shall be owned by the Company and you will specifically assist and co-operate with the Company in assigning/ transferring all your interest in the same in favour of the Company and executing all documents and deeds as may be required by law to effect such assignment/ transfer in favour of the Company. You agree that you will promptly inform the Company about any Intellectual Property you make or are involved in making.

13.4 You expressly agree that the consideration under this Agreement is adequate for the restrictions set out in this clause and although you and the Company consider the restrictions contained in this clause to be reasonable for the protection of the legitimate business interest of the Company, the Company's Intellectual Property, goodwill of the Company, commercial secrets, operations, levels of competition and reputation, if a final judicial determination is made by a court or any other authority of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against you, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply with respect to such maximum time and territory and to such maximum extent as such court or authority may judicially determine or indicate to be enforceable. Alternatively, if any court or authority of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

14. GOVERNING LAW AND DISPUTES

The Agreement shall be construed and governed in accordance with applicable laws of India. Any disputes between yourself and the Company concerning with or relating to or arising out of this Agreement shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Greater Mumbai or office locations as referred in clause 1.2 & 2.1 respectively.

15. GENERAL

15.1 Company Policies. You will be governed by all rules, regulations and policies of the Company and procedures including the employee Code of Conduct of the Company. The Company may formulate/ amend from time to time, policies on leave, working hours, exit, anti-sexual harassment, disciplinary issues, equal opportunity, code of conduct,

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employee benefits, and privacy amongst others, which shall form an integral part of the terms of your employment.

15.2 You must familiarize yourself with the Company policies all of which govern your employment with the Company in addition to the terms and conditions of this Agreement and you agree to be bound by them from time to time. Company reserves the right to change existing policies and procedures or introduce new ones from time to time. You can access the Company's policies on its internal portal. Ignorance of Company's policy will not excuse any performance or applicability thereof. Any failure to comply with the policies of the Company will be a material breach of the employment obligations by you.

15.3 Some of the policies such as Clause 11 and 13 will survive termination of the present Agreement.

15.4 Passport. You are required to possess a valid passport. In case you do not already have one, you are required to obtain this, at your own time and expense, and intimate the same to GO HR at your location, within three months of joining.

15.5 Background verification

a) The Company would be conducting a background and reference check on your employment details upon consent. These may include your current / previous employment history, educational/professional credentials and other background checks.

b) Your employment with the Company and your continuation in service is contingent upon (i) the Company 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.

c) If any of the information provided by you is found to be inaccurate now or later, or if you suppress any material information, the Company 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.

d) 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.

e) You will fully cooperate with the Company, or any other agency nominated by the Company to carry out the background check. 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, the Company may, at its sole discretion, choose to terminate the employment contract between the Company and you with or without notice or compensation.

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15.6 Disciplinary procedures or any other applicable procedures in the circumstances may be implemented for failure to comply with the applicable laws, this Agreement, and Company's policies and procedures up to and including dismissal.

15.7 You understand and agree that you will not involve/make the Company and/or any member of the L&T Group of Companies, as a party or otherwise, into any disputes/court proceedings/investigations/allegations arising out of or related to any matter which is personal to you. You also agree and undertake to keep the Company and/or any member of L&T Group of Companies indemnified at all times, should the Company and/or any member of L&T Group of Companies suffer or incur any damages and expenses whatsoever in this regard. You shall indemnify Company, its directors, employees from and against any loss, damage, or injury the Company 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 this Agreement or that of Company'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 termination of your employment.

15.8 Entire Agreement. This Agreement, together with the annexures, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, including any prior versions of this Agreement or any other employment agreement or offer letter. You understand that any prior agreements or representations, whether written or oral, are expressly disclaimed. No waiver, alteration,

or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties. Company reserves the right to revise its policies and procedures as it deems necessary or appropriate in its sole discretion.

15.9 Severability. The unenforceability, illegality, or inapplicability of any one or more phrases and/or provisions of this Agreement and its appendices shall not affect the remaining provisions of this Agreement and its appendices or any part hereof and thereof.

15.10 Acknowledgment. You acknowledge that you have had the opportunity to discuss this matter with and obtain advice from your legal counsel, have had sufficient time to, and have carefully read and fully understand the provisions of this Agreement and its appendices, and that you are knowingly and voluntarily entering into this Agreement and its appendices.

15.11 Survival. The termination of this Agreement (howsoever caused) shall not operate to affect clauses 7.5 (events following termination), 11 (Confidential information) 12 (Personal data), 13 (non-solicitation and intellectual property), and 14 (Governing Law and Disputes) of this Agreement which shall operate and have effect thereafter.

15.12 In accordance with the standard practice of the company, we request you to treat the terms of this employment as confidential. This letter has to be safely and securely maintained.

15.13 You acknowledge and provide your consent for collection, usage, storage, disclosure, transfer (whether in India

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or abroad) and handling of personal information including Sensitive Personal Data or Information ("SPDI") by the Company in connection with your employment and for the purposes of your administering your employment in accordance with applicable laws and policies formulated by the Company. You further acknowledge and provide your consent to the Company (a) to share SPDI about you and/or your dependents (wherever applicable) provided to the Company, with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; and (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies formulated in this regard and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

16. You are required to join with effect from **January 10, 2023**. If you do not join by this date, this offer stands withdrawn - unless the Date of Joining is extended, and communicated to you in writing.

- i. You are required to bring the following documents, with a photocopy of each, at the time of joining. Proof of age
- ii. Educational certificates including mark sheets;
- iii. Relieving certificate, or service certificate from your present employer (without which you are not allowed to join us)

and other experience certificates;

iv. Last 3 months salary slip.

v. Copy of passport (First & Last Page) & driving license

vi. Two copies of your recent passport size photograph.

vii. Your last Employer's Provident Fund Code Number, P.F. Account Number and Employee's Pension Fund Account Number.

viii. Provisional Form 16 for the current year

This Agreement is being issued in duplicate. Please return one copy duly signed immediately, as confirmation of your acceptance of the above terms and conditions.

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Yours Faithfully,
LTIMindtree Limited
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Rajeev Yadav

Rajeev Yadav
Senior Director - Talent Acquisition

I have read and understood the terms and conditions of this Agreement in a clear and coherent manner. I have had the opportunity of obtaining a legal advise in connection with this Agreement and basis such advise I have made a well informed decision to enter into this Agreement.

Signature and Date
Sandhya Ajinath Karkhele

Date of Joining

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**ANNEXURE A****Salary Card**

Name: Sandhya Ajinath Karkhele	Date	: January 5, 2023
Grade:P2	Location	: Shivajinagar
Components	INR.(p.a)	INR.(p.m)
Basic		48321
Bouquet of Benefits (BoB)		89739
Bonus		0
A. Base Salary	1656720	
Annual Incentive	82836	
B. Total variable	82836	
C. Total Target Cash (TTC) - A + B	1739556	
Provident Fund (PF)		5798

Gratuity		2324
Mediclaime Insurance Premium	12929	
D. Retirals & Other Benefits	110,393.00	
Cost To Company (CTC) - C + D	1850000	

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Medical Insurance: For details refer to Medical Benefits Scheme available on HR Policies Portal.
Group Term Life Insurance (GTLI): There shall be a deduction of GTLI premium from your monthly salary to cover you under this Program. In case you choose to opt out of this Insurance program, you shall voluntarily to do so in December every year.
Notes: <ul style="list-style-type: none"> - PF and leave encashment will be calculated based on Basic, as per the rules. - The PF amount shown is Employer's contribution. An equal amount will be deducted as Employee's contribution. - Gratuity and NPS will be calculated using the Basic, as per the rules. - Employees on overseas deputation will be paid allowances as per Overseas Deputation Note/ Allowance Revision Letter.
-You are required to declare your options under Bouquet of Benefits (BoB) in the SSC Portal. The guidelines relating to Bouquet of Benefits (BoB) are available on HR Policies portal.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.
-In the event that the compensation package requires restructuring in order to comply with the proposed Code on Social Security, 2020, your compensation will be restructured in a manner that will be cost neutral for the

Company.

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Annexure B

Sandhya Ajinath Karkhele

January 5, 2023

Subject: Joining Bonus

Dear **Sandhya Ajinath Karkhele**,

This is with reference to your offer of employment **Ref:LTIMindtree/HR/DIGITAL ENGINEERING/2426430** dated **January 5, 2023**.

We are pleased to inform you that a joining bonus of **INR 100000/- (One Lakh only)** has been recommended for you.

This amount will be paid after statutory deduction along with your first month salary, subject to you being on the rolls of the company and not on notice period on the date of payment.

Please note that this amount will be paid to you subject to your stay in the company for a minimum period of Twelve months. In the event that you resign early, the entire amount paid to you will have to be refunded to LTIMindtree adjusted against your settlement dues as per your joining date.

Other terms and conditions of your employment remain unchanged. All matters related to compensation are between you and the Company and it is expected that you will maintain strict confidentiality about the same.

Yours Faithfully,
LTIMindtree Limited
(Formerly Larsen & Toubro Infotech Limited)

Rajeev Yadav

Rajeev Yadav
Senior Director - Talent Acquisition

I have read the above content and accept the same

Signature and Date
Sandhya Ajinath Karkhele

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