

## **General Terms and Conditions of Employment**

HR-PO716 | Ver.1.2

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## 1. PURPOSE

This policy elaborates the general terms and conditions of employment as applicable to associates in Tech Mahindra at the various locations within India.

## 2. SCOPE

The provisions of this policy are applicable to all associates hired on permanent rolls in India including associates deputed to India.

Benefits mentioned in this policy do not apply for any interns during their assignment/internship period.

## 3. TERMS AND CONDITIONS

### 3.1 JOINING

- Selected candidates shall undergo a pre-employment medical examination at the labs/ hospitals approved by the Company. Employment in the Company is subject to being found medically fit in the pre-employment medical examination conducted by such labs/ hospitals.
- Associates are required to submit all relevant documents at the time of joining as per the checklist provided at the time of joining. Failure to submit necessary documents as per the applicable timelines may lead to withholding of salary or strict disciplinary action including termination of services.
- Associates are deemed to have been confirmed immediately on joining the Company. Associates who join the Company, as Trainees may be absorbed into the regular rolls with or without probation, after successful completion of their training period.

### 3.2 BACKGROUND CHECKS/ VERIFICATIONS

- The company reserves the right to carry out reference verifications or background checks prior to the associate joining the company or during the course of his/her employment with the Company. Such background checks and reference verifications, amongst others, would include past employment and salary, criminal records, countries resided in or worked in etc. The company also reserves the right to carry out banned/illegal drugs/narcotics substance screening tests on associates at any point of time during the associates' tenure. Such verifications/ screening tests may be carried out by The Company or a third party agency engaged by the Company.
- Arising out of the document verification, reference checks or background checks, or otherwise, if it is detected that any information furnished by the associate is withheld, suppressed, misstated, unstated, understated or misrepresented or documents submitted are not correct or banned/illegal drugs/narcotic substance screening tests, results are positive, The Company shall, at its sole discretion be entitled to fore with terminate the associate's employment as per the

Company's exit policy and/or revoke the appointment with The Company, without further reference in the matter.

### 3.3 DISCLOSURES

- Associates will be required to fill in and sign the Criminal Disclosure Declaration and make full disclosure in the event of having been accused, charged and/ or convicted for any criminal offence, at anytime whether prior or subsequent to joining the company. In the event an associate has been accused, charged and/or convicted for any criminal offence, the Company at its sole discretion reserves the right to terminate the associates' employment or take appropriate disciplinary action.
- Should there exist any personal circumstance which is likely to affect the associates' liability to discharge his/her obligations in the course of employment with the Company, s/he is required to notify the line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of his/her employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

### 3.4 COMPENSATION

- Remuneration packages of associates are strictly confidential between the individual associate and the Company; and the contents of the package shall neither be discussed nor divulged to anyone in any manner.
- Compensation structure may be altered/ modified at any time without prior notice. Salary, allowances and all other payments/ benefits shall be governed by the Company's rules as well as statutory provisions in force and subject to deduction of appropriate taxes at source.
- Payment of Variable pay will be done as per the terms and conditions laid in the Variable Pay Policy published from time to time. Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the incentive policy of the Company as defined for the purpose.
- Review of placement of associates in terms of designation and emoluments shall not be prior to completion of one year of effective service with the Company unless specified otherwise in the letter of appointment.

### 3.5 STATUTORY PAYMENTS/DEDUCTIONS

- For the purpose of contribution to Provident Fund, Gratuity, Superannuation Fund (if applicable), encashment of leave and notice pay, salary would mean 'Basic Pay' only and all computations will be made on the basis of such Basic Pay. Payment of Gratuity and contribution to Provident Fund

will be as per the provisions of the Payment of Gratuity Act 1972 and Employees Payment of Provident Fund Act, 1952 respectively.

- Bonus / Statutory Bonus, if applicable, shall be paid as per The Payment of Bonus Act, 1965.
- Tech Mahindra Limited shall make necessary statutory deductions from the associates' gross salary and directly pay on the associates' behalf to the concerned authorities. In the instances where the Company is not under an obligation to make these deductions, the associate will make such payments to the concerned authorities. The associate, upon request by Tech Mahindra, shall provide documents/proofs of such payments.
- Additionally, the Company shall make deductions from the salary, as may be stated in the respective policies from time to time. For example, deductions towards company provided transport, non-adherence as per disciplinary policies etc.

### **3.6 ASSIGNMENTS/ TRANSFERS/ DEPUTATION**

- The Company reserves the right to send the associate on training/ deputation/ secondment/ transfer/ assignments to any of the Company's locations, divisions, departments, sister companies, associate companies, clients' locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern the associate.
- Associates shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom they may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests
- Depending on business exigencies, the Company shall also have the option of assigning associates to areas / responsibilities which may not necessarily be within their core competencies.
- As The Company will be spending substantial amount of time and money for the associates' deputation /secondment abroad, the associate may be required to sign a deputation agreement with The Company and may also be required to execute a Surety Bond on such terms, as The Company may deem appropriate. This agreement will consist, inter alia, of issues like (i) the associates' commitment to complete the project (ii) returning to India after completion of the project and serving The Company for a stipulated period etc.

### **3.7 COMPLIANCE WITH POLICIES**

- Associates are required to comply with all the policies as communicated by the Company from time to time. These policies are available on Tech Mahindra Limited's intranet. Associates are

required to visit the site at frequent intervals to get information on all updates / changes. Tech Mahindra Limited reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

- Any acts of commission or omission that are detrimental to the business or reputation of the company such as bribery, forgery, fraud, pilferage, theft, abandoning project, misuse of drugs and alcohol on company premises, etc., will be termed as misconduct. In the case of an associate indulging in misconduct, the company reserves the right to terminate his or her services with immediate effect and is not liable to pay any compensation in lieu of notice.
- All associates whether permanent or temporary or on contract, shall comply with the provisions of the Information Security Policies and Procedures of the Company at all times and which shall extend beyond the normal working hours, whether inside or outside the office premises. Associates are also expected to classify and manage all data under their control and ownership as per the Company's policies. Non conformation with the Information security policies and procedures copying software and other proprietary material in use or stored by the Company & noncompliance with various legal & contractual requirements pertaining to protection of personal data will be viewed very seriously and will attract strict disciplinary action as per the disciplinary procedures of the Company.
- Associates will be governed by the Company's laid down Code of Ethical Business Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, the associates' service may stand terminated without notice. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- Associates shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for them. Depending on organizational requirement or project contingencies, the working hours / work days maybe modified/ altered from time to time. The Company does not encourage overtime work and accordingly does not have a policy for payment of overtime.

### **3.8 PERSONAL INDEBTEDNESS**

Tech Mahindra Limited shall not be responsible for personal indebtedness or other liabilities incurred by the associates, during/prior to their employment with Tech Mahindra Limited Associates shall have no authority to pledge the credit of Tech Mahindra Limited to any person or entity without Tech Mahindra Limited's prior written authorization.

### **3.9 INTELLECTUAL PROPERTY RIGHTS**

- Any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by the associate, either alone or in concert, in the course of employment with Tech Mahindra and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions which arise out of the associates' activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. The associate shall, as and when requested, by The Company (at Company's cost and expense), assist The Company in perfecting the Intellectual Property Rights in any manner The Company deems fit.
- The associate shall execute/sign the Intellectual Property Rights Assignment document as and when required by Tech Mahindra Limited or the Client.

### **3.10 CONFIDENTIALITY/NON-DISCLOSURE**

- During employment with the Company, associates shall, at all times, observe secrecy in respect of any technical, trade or business data, customers' names/business details or any other information that might come to their knowledge or possession, which according to the Company are necessarily confidential and form valuable property of the Company. Associates shall neither disclose nor cause the disclosure of any such data / information in any manner whatsoever. Associates shall also be responsible for the protection and furtherance of the Company's best interests at all times, including after they cease to be in the Company's employment.
- Shall it be required the associate shall execute / sign the Confidentiality Agreement as and when required by Tech Mahindra Limited or the Client.
- The position with The Company calls for whole time employment and associates will devote themselves exclusively to the business of The Company. Associates are not permitted to take up any other work for remuneration (part time or otherwise) or work in advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during their employment with The Company, without written permission from The Company. Contravention of this will lead to termination of the associate's services from The Company without any notice, with or without any liability on the part of The Company for payment of any compensation in lieu of such notice as per the procedure mentioned in Section 3.

### **3.11 NON SOLICITATION/NON-COMPETE CLAUSE**

- For a period of twelve months following termination of employment with Tech Mahindra for any reason whatsoever the following restrictions as are reasonable and are legitimately required to protect the business interest of the Tech Mahindra Ltd. will apply.

Accordingly associates SHOULD NOT:

- a) Solicit business and/or sell services/products or build business relationship with customers, they were directly or indirectly involved with, during their tenure with Tech Mahindra Ltd.
- b) Interfere with Tech Mahindra's business relations, including but not limited to soliciting or providing services to any of Tech Mahindra's clients (except as directed by Tech Mahindra Ltd), directly or indirectly.
- c) Accept employment by a client of Tech Mahindra Ltd for whom they performed services while employed by Tech Mahindra.
- d) Solicit or induce Tech Mahindra Ltd associates to join a client or to compete with Tech Mahindra Ltd.
- e) Solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

Rules of the Company governing all the matters specified above and on matters such as designation, emoluments and the structure thereof, working hours, etc. are subject to change without any prior notice. Company's decisions on all such matters shall be final and binding on the associate.

#### 4. POLICY REVIEW

The Company reserves the right to amend, abrogate, modify, rescind / reinstate the entire policy or any part of it at any time.

#### 5. DOCUMENT HISTORY

Version	Date	Author (function)	Reviewed By	Approved by	Nature of changes
I1.0	22-Aug-2013	HR	Function Head	Function Head	First Integrated Issue
I1.1	11-Sept-2015	Process Owner	Function Owner	Function Head (Benefits)	Document Formatting
I1.2	02-March-2017	Process Owner	Function Owner	Function Head (Benefits)	Updated Scope (Section 2)