

23 May 2018

483723/ Deputation/ MAY/ CAN/ 23-MAY-2018 12:17:42

Associate Name: Mr. Himanshu Doshi

Associate ID: 483723

Designation: Application Programmer - NOC - 2174-A

Band: U4

Dear Himanshu,

This has reference to your Letter of Appointment with Tech Mahindra India Limited (The Company). We are happy to inform you that you are now being deputed to Canada with effect from "**Date of Travel**".

Your current work location would be **MISSISSAUGA, ON**.

Below are the details of the Compensation and the same shall be payable to you in Canada:

SALARY COMPONENTS	CAD Per Annum
HOME COUNTRY SALARY	7,080
HOST COUNTRY SALARY	52,584
SPECIAL ALLOWANCE II	15,008
FIXED PAY(A)	74,672

	CAD Per Annum
TOTAL GROSS SALARY(A+B)	74,672

Notes:

1. **Home Country Salary** is equivalent to your annual India Basic Salary converted in overseas local currency at the time of start of onsite deputation.
2. Variable pay shall be payable as per Variable Pay plan applicable for the Financial Year. The amount stated above is at 100% payout. However the actual payout may vary as per achievement. For details please refer to the Variable Pay Policy updated on BMS
3. The Company reserves the right to make changes to the Salary Structure
4. Payment of SDA is governed as per the guidelines mentioned in AHB. Please refer to AHB for further details.

The Fixed Pay in Canada will be paid to you in 24 semi-monthly installments, subject to such deductions as are required by the Government and Law and as agreed between you and the Company. In the instances where the Company is not under an obligation to make these deductions, you will agree to make such payments to the concerned authorities keeping the Company informed. You will also be required to pay tax on the salary or any other payments that you receive which are taxable earnings under the Laws of the Land.

Tech Mahindra Policies: You are required to comply with all the policies applicable to your location, as communicated to the associates of The Company from time to time. These policies are also available on the Company's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with The Company policies. The Company 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. Also note, unilateral adjustment of the provisions in the employment agreement and also of the declared applicable regulations will be possible for employer if the circumstances change drastically, provided that this possibility will be used in reason.

Intellectual Property Assignment, Confidentiality Agreement and Covenant – Non-compete/Non-solicitation: Kindly sign the Intellectual Property Assignment, Confidentiality Agreement and Agreement for Covenant against Ownership, Disclosure and Non-compete/Non-solicitation attached with this letter.

Your overseas assignment at Canada shall be for a period of twelve (12) months from the "Date of Travel". This period of deputation shall not be extended unless communicated in writing.

In case of your resignation or cessation of your employment due to any reason at onsite, unless the laws of the country require you to relocate to your base (home) country upon your resignation or cessation of your employment, you shall be relieved of your employment in the country in which you are working and your full and final settlement shall be carried out in the country in which you are posted at the time of your resignation or cessation of employment.

All legal Terms and Conditions, apart from whatever is stated in this Letter, of your employment as specified in your appointment letter are incorporated by way of reference and shall form part and parcel of this letter.

You will appreciate that, the information related to your salary is a matter, strictly confidential between you and the Company and you are expected to treat it with utmost confidentiality. Sharing and/or discussing any issues related to your salary with anyone except your respective Unit Head / Unit HR Representative would lead to the violation of the company policy.

We wish you a continuing and bright future with the company.

Note:

During your deputation at Canada, you shall continue to fill the time sheet and update your leave if availed on a regular basis in TechM Timesheet Management and Leave Management systems.

Yours sincerely,
For **Tech Mahindra Ltd.**,



Muralidhar Palwaye
Sr. Manager - Human Resources

Details of Deputation

ID Number	:	483723
Name	:	Mr. Himanshu Doshi
Unit	:	IBU-CSP-04
Project	:	Bell Canada_MBM_2.0
Client	:	Bell Canada
Duration of the Project	:	1 Years
Band	:	U4
Work Location	:	MISSISSAUGA, ON

Signatory Authority

Associate Signature

For Tech Mahindra Ltd.,



Muralidhar Palwaye
Sr. Manager - Human Resources

Intellectual Property Assignment

Associate Name: **Mr. Himanshu Doshi**

Associate ID No: **483723**

Date: **May 23, 2018**

In consideration of my employment with Tech Mahindra and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Tech Mahindra and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Tech Mahindra or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Tech Mahindra whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Tech Mahindra shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Tech Mahindra is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favor of Tech Mahindra. I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Tech Mahindra to secure to Tech Mahindra, its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Tech Mahindra all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Tech Mahindra. The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Tech Mahindra.

ACCEPTED

Confidentiality Agreement

I understand during my employment with Tech Mahindra Ltd I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement as Tech Mahindra Ltd ("Tech Mahindra"). I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this Agreement as "Confidential Information".

A few examples of confidential information are given below. However these examples do not list all of the types of confidential information which I may develop or to which I may have access:

- 1) Information of a business nature such as marketing, underwriting, Associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- 2) Computer /software program, associated documentation and material which is propriety to Tech Mahindra or which Tech Mahindra is under an obligation to prevent this disclosure.
- 3) Information from Tech Mahindra's vendor and supplier which is confidential, propriety or copyrighted.
- 4) I hereby agree that :
 - The confidential information shall remain the sole and exclusive propriety of Tech Mahindra and I shall regard it as confidential information.
 - The confidential information is the property considered to be the trade secrets of Tech Mahindra because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time , effort, money, and /or creative skills of Tech Mahindra
 - The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Tech Mahindra.
 - I will not, during and after my employment at Tech Mahindra, publish, disclose, or otherwise divulge the confidential information to any person not specifically authorized by Tech Mahindra to receive such information.
 - I will not copy and confidential information for any purpose except with the express consent of the Tech Mahindra officials or the expressed written authorization of the third party owner.
 - Upon termination of my employment with Tech Mahindra, or at any other time at Tech Mahindra request , I agree to return promptly to Tech Mahindra, all confidential information, including but not limited to all manuals , letters , notes, notebooks, reports, formulae, computer programs and associated documentation and material , memoranda, customer list and all other materials and all copies of them relating in any way to Tech Mahindra, which in any way were obtained by me during my employment at Tech Mahindra, which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Tech Mahindra upon termination of my employment.
 - I agree to indemnify Tech Mahindra for all losses, damages, claims, costs including claims from third parties for violation of the terms contained herein.
 - This confidentiality agreement will continue to be in effect after the termination of my employment with Tech Mahindra.

If any provision of this Agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this Agreement.

Name : **Himanshu**
Signature: _____
Date : _____

Agreement – General Covenant against Ownership, Disclosure and Covenant Not to Compete/Non-Solicitation

In consideration of my employment at Tech Mahindra Ltd. ("Tech Mahindra"), and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Tech Mahindra. I shall not directly or indirectly, either as an Associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Tech Mahindra during the term of my employment with Tech Mahindra, either within or outside of business hours.

2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

3. **Actions Required on Termination:** Upon termination of my employment at Tech Mahindra, whether voluntary or involuntary (or at any other time upon the request of Tech Mahindra), I shall return to Tech Mahindra all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, desktops, laptops, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

4. **Covenant Against Disclosure:** I understand that it may be desirable and necessary for Tech Mahindra or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulas, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer of Tech Mahindra. I also agree to keep the contractual relationships of Tech Mahindra with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Tech Mahindra's customers. This Clause 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

(a). Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Tech Mahindra before making any disclosure of information covered by this Agreement.

(b). Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within **CAN**; provided, however, that prior to such disclosure, the Associate (i) notifies Tech Mahindra in writing of the prospective order, or proceeding giving rise to such order, and (ii) Tech Mahindra has had the opportunity to prevent or limit such disclosure.

(c). In the event of a breach or threatened breach of this Clause 4 by Associate, Tech Mahindra shall be entitled, in addition to all other remedies otherwise available to Tech Mahindra, Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary or pendent lite injunctive relief.

(d). In the event that Tech Mahindra shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Tech Mahindra any costs and attorneys' fees reasonably incurred by Tech Mahindra in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would

otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non-Compete Period shall be extended on a per diem basis for the period that Associate is in breach.

5. Ownership of Work Product: Tech Mahindra shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Tech Mahindra or any research or development conducted by Tech Mahindra. I agree to assign, disclose and deliver to Tech Mahindra, as Tech Mahindra's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Tech Mahindra may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas are encouraged.

6. Partial Restriction on Post-Termination Competition: Tech Mahindra expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Tech Mahindra's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Tech Mahindra's customers or competitors may attempt to cause me to leave Tech Mahindra and wrongfully gain the benefit of Tech Mahindra's investment. The partial restraint set forth in this Clause 6 does not, and cannot, provide complete protection for Tech Mahindra's investment, development efforts, product, strategy, proprietary and Confidential Information, but Tech Mahindra believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Tech Mahindra's interest, giving due regard to both my interests and the interests of Tech Mahindra.

7. Covenant Not To Compete. I hereby covenant and agree as a part of and ancillary to this Agreement that for the one year period following the termination of my employment, with Tech Mahindra (irrespective of the reason for or such termination),

(a) I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Tech Mahindra for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Tech Mahindra; provided, however, that this restriction shall apply only to customers of Tech Mahindra with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for Tech Mahindra within one (1) year period following the date my employment with Tech Mahindra ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;

(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either Associate, agent or consultant, with any customer of Tech Mahindra's for which I am providing services on behalf of Tech Mahindra that are competitive with the products and services available to the client from Tech Mahindra, provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Tech Mahindra Associate; or (2) induce or solicit any Associate of Tech Mahindra to seek or obtain such employment with a customer of Tech Mahindra. This restriction applies to my acceptance of any employment by a customer through general advertising or third party recruitment;

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Tech Mahindra's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Tech Mahindra's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents. In the event of any violation of the terms of this clause, I agree that I shall be liable to Tech Mahindra for liquidated damages in the amount of the gross salary earned by me during the following one (1) year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Tech Mahindra would incur upon such breach.

Following the expiration of the one (1) year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Clause 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

8. **Compliance Not Contingent Upon Additional Consideration:** I understand and acknowledge that the wages, compensation, benefits training and experience that Tech Mahindra provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

9. **Damages and remedies:** I acknowledge and agree that if I violate this Agreement, Tech Mahindra may take legal action against me as follows:
Tech Mahindra may take legal action in the court specified below in Clause 13 for the liquidated damages arising due to breach of covenants agreed by me under this Agreement and also the terms and conditions of the offer letter issued to me.

10. **Severability:** Each clause and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

11. **Entire Agreement:** This Agreement reflects the full and complete agreement between myself and Tech Mahindra on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Tech Mahindra.

12. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Tech Mahindra (together with their successors and assigns).

13. **Choice of Law:** This Agreement will be governed and controlled in all respects by the laws of **CAN**, excluding its principles of conflict of laws.

14. **Choice of Forum:** The parties submit to the jurisdiction and venue of **CAN** with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

Executed this _____ day of _____, year <YYYY>

Signature

For Tech Mahindra Ltd.,



Muralidhar Palwaye
Sr. Manager - Human Resources

ACCEPTED
