

April 28, 2016

To,

Mr. Om Deshmukh

Pune

Dear Mr. Om Deshmukh ,

Sub: Offer of Training and Employment

1. This has reference to the selection process for employment opportunity at Mindtree in the campus of Kalinga.
2. We take pleasure in informing you that you have been selected for appointment in Mindtree as an **Engineer** in the competency Level **C1** subject to the following terms and conditions.

2.1. a) You should complete the Degree which you are now pursuing without any backlog (subjects where you have not obtained the passing marks) at the time of joining

b) Secure 65% aggregate in the degree. Aggregate is calculated as follows:

$$\text{Aggregate} = \frac{\text{(Total of marks obtained in all the subjects from the first to last semester)}}{\text{(Total of maximum marks in all the subjects from first to last semester)}}$$

$$\text{Aggregate \%} = \text{Aggregate} * 100$$

c) Provide a copy of the degree certificate or provisional degree certificate along with mark sheets of all semesters on your day of joining.

2.2. You shall initially undergo training at Mindtree Kalinga, Bhubaneswar, Odisha and undergo Orchard Learning Program conducted by Mindtree, Kalinga which helps you to transition to the Corporate world of technology solutions. The details of the program are provided separately.

2.3. Your joining location would be Mindtree Kalinga, Bhubaneswar and joining date would be communicated in subsequent emails

2.4. The period of Orchard is for 90 days and on successful completion of the program, you shall be deployed at a location as per the business requirement of Mindtree.



2.5. The other terms and conditions of your appointment at Mindtree is in Annexure - A. Besides, you will be governed by the rules, regulations and policies of Mindtree which will be in force from time to time.

2.6. You shall also execute a Service Agreement along with a surety undertaking to serve the Company for a minimum period of 24 months. **Please go through the terms and conditions enclosed in Annexure A and also the terms and conditions stated in the specimen of the Service Agreement.**

2.7. You shall bring with you the following documents at the time of reporting for Training at Mindtree

2.8. Kalinga, Bhubaneswar, for completing the joining formalities;

- a) Signed Service Agreement in originals
- b) 10th, 12th and graduation (all semesters) mark sheets originals and 2 sets of photocopies
- c) Degree completion/provisional certificate originals and 2 sets of photocopies
- d) Pan card originals and 2 photocopies
- e) Aadhaar card originals and 2 photocopies
- f) Voter ID / Driving license originals and 2 photocopies
- g) 4 passport size photographs

If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 5 days from the date of receipt of this mail and offer document.

If you have any questions or need any clarification, please do not hesitate to contact us at campus@mindtree.com.

We wish you a long and successful career with Mindtree.

I personally look forward to working with you soon.


Thank you,
For Mindtree Limited

Pankaj Khanna
Vice President - Revenue Assurance

Enclosed: Annexure to your offer of employment

Acceptance of the Offer

I, Mr. Om Deshmukh , agree to accept the employment on the terms and conditions mentioned in this Offer of Employment and the annexure.

Your Signature	 Mr. Om Deshmukh (Apr 30, 2016)
Your Name	Mr. Om Deshmukh

Annexure 1

Compensation stack during the Orchard Learning Program (from the date of joining till the date of confirmation)

Name : Mr. Om Deshmukh

Competency : C1

Designation : Engineer

Stipend : INR 18,000 per month

Payment will be after deduction of below amount from the monthly stipend:

- **INR 6000** per month covering for accommodation on twin share basis on a subsidized cost (excluding food expenses)
- Food expenses will have to be borne by you
- Premium for Insurance which is **INR 421 per month**.
- Applicable taxes like Professional tax and Income tax, prevailing at the time of pay out.

You will be covered for Insurance benefits as prevailing at the time of joining and the coverage for 2016-17 is as follows

- Group Medical Coverage (GMC) for you and your family. The standard coverage under GMC is INR 400,000 per annum per family. Family means your spouse and children (up to 2 children). Parents/Parents-in-law or siblings or any other relationships are not covered.
- Group Term Life (GTL) coverage for you and is up to INR 1,500,000.
- Group Personal Accident (GPA) coverage for you and is up to INR 1,500,000.

More details will be provided at the time of joining.

Annexure 2**Compensation stack effective from the date of confirmation**

Name : Mr. Om Deshmukh

Competency : C1

Designation : Engineer

Detailed break up of your CTC components is given below (all figures are in INR and per annum)

Basic	78,000
Flexible Expenditure Plan (FEP)	188,640
Provident fund	9,360
Gratuity	3,744
Insurance*	5,052
Emergency Medical Fund	1,200
Gross	285,996
Bonus**	39,000
Cost to Company	324,996

* The Insurance coverage provided to you at the time of joining will continue on your confirmation, as per the prevailing insurance policies at the time of your confirmation. The premium for standard coverage is part of your CTC.

Additionally, you will be provided with the following options for enhancing your coverage under GMC

- You will be given an option to increase the coverage from INR 400,000 to INR 10, 00,000 by taking an additional top-up of 200,000/400,000/600,000/800,000/1,100,000/1,600,000. If you opt for this, the additional premium for the increased coverage will be deducted from your salary on a pro-rated basis
- You will be given an option to cover your Parents or Parents-in-law. If you opt for this, the additional premium for the parental coverage will be deducted from your salary.

More details on these options will be provided to you at the time of your confirmation.

**The bonus component per annum is 12% of CTC. The payout will be governed by the Bonus plan applicable for the respective year. More details of the plan will be available on joining. The actual amount payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.

The structure of CTC shown above is indicative and by the time of your confirmation, there could be changes in the structure arising out of changes in the Income tax rules or Insurance or organization wide compensation philosophy changes. However, the CTC amount will be protected i.e., will remain the same.

Annexure- 3**Terms and conditions of the Offer of Training and Employment**

1. All employees of Mindtree are referred to as Mindtree Minds. Mindtree Minds who join us from campuses are referred to as Campus Minds of the particular batch of joining for convenience and identification.
2. The term, 'the Company' refers to Mindtree Limited.
3. This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time and shall have to be read along with the rules, regulations and policies of the Company.
4. You are also bound by the terms relating to Non – Disclosure, Intellectual Property Assignment, Non-Solicitation, Confidentiality, Non-Compete agreement annexed hereto at Annexure 1 and 2, Service Agreement (Annexure 3) and Mindtree Kalinga Code of Conduct (Annexure 4). **You are requested to go through the documents carefully and understand the terms thereof before sending your acceptance.**
5. You are requested to contact the People Function for any clarifications on policies/rules/regulations, which are applicable to you. **Salary details are personal to you and you are expected to keep them confidential.** We expect you to keep the salary details confidential at all times.

6. Orchard Learning Program

- 6.1 On joining, you will be part of our Orchard Learning Program. The Orchard Learning Program will consist of new age methods that enable you with real world problem solving capabilities.
- 6.2 Orchard Learning Program spans for about 90 calendar days. However, the duration could be shortened or extended based on the business requirements and an individual's readiness for working on projects as determined by Mindtree.
- 6.3 The Orchard Learning Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Mindtree. You are required to ensure your 100% availability and undivided attention during the tenure of the program.

You will be continuously assessed and given feedback by experts throughout the learning program. You will be provided opportunities to demonstrate the acquired capabilities on skills such as communication, design, programming, problem solving, presentation and professionalism on engineering, business and social projects. You must clear a set of mandatory capabilities, as the qualifying criteria, for successful completion of Orchard Learning Program. The details of qualifying criteria will be communicated to you through a Learning Advisory Document separately. Your continued employment with Mindtree is subject to your meeting the qualifying criteria during and at the end of the Orchard Learning Program. If you meet the qualifying criteria for successful completion

of the Orchard Learning Program, your employment with Mindtree will be confirmed through a written intimation shall be sent to you. If you do not meet the qualifying criteria, you will be asked to leave the services with no further assurances, risk or liability of Mindtree. Unless otherwise confirmed in writing, you will be deemed to be under the Orchard Learning Program.

7. Confirmation of employment

- 7.1 Upon confirmation, your designation will be “Engineer” and in the competency of C1 will continue. The date of confirmation is reckoned as the start date of service for all practical purposes, including statutory requirements. Date of confirmation is the start date used for provident fund, gratuity, tenure calculation for performance management cycle, increments, progression, vacation or leaves as per general policy, loans and other benefits etc.
- 7.2 The Service Agreement signed by your guarantor, witnesses and you is in effect from your date of joining.
- 7.3 All confirmations will be aligned to the 16th of the same month or 1st day of the succeeding month post successful completion of the Orchard Learning Program. For e.g. if you successfully complete the Orchard Learning Program any day between 1st to 15th during the month of September 2015, the date of confirmation will be 16-Sept-2015 or if you successfully complete the Orchard Learning Program any day between 16th to 30th of September 2015, the date of confirmation will be 01-Oct-2015.
- 7.4 The duration between the successful completion of the Orchard Learning Program and the date of confirmation is considered as part of the Orchard Learning Program.
- 7.5 On confirmation, your work location will be decided based on the business requirements. You are expected to report at your work location as advised.
- 7.6 Your joining may be revoked or your confirmation will be withheld, if any of the required joining formalities, for e.g., submission of all marks cards, degree certificates, Service Agreement etc., are not complied with.
- 7.7 Determination of adequacy and authenticity of the proofs submitted will be at the sole discretion of the Company.

8. Compensation and benefits

- 8.1 During the Orchard learning program, you will be paid a stipend of **INR 18,000** per month. Please refer Annexure 1 for details. On successful completion of the Orchard learning program, your employment with Mindtree stands confirmed. On confirmation, your total compensation would be **INR 324,996** per annum Please refer to Annexure 2 for details. All payouts are aligned to salary payout, which is the last working day of the month, unless otherwise mentioned. Any payment will be after deduction of applicable taxes prevailing at the time of payout.
- 8.2 You will be covered under insurance from the date of joining, as detailed in Annexure 1.

8.3 You will be eligible for relocation benefits for the relocation from Mindtree Kalinga to your work location, as per the existing relocation policies for Campus Minds.

8.4 The performance management and career progression will be as per the existing policies.

8.5 You will not be eligible for any loans or advances during the Orchard Learning Program. You will be required to be on the rolls of the Company and not serving the notice period, for you to be eligible for sanction of loans and salary advance, payment of year-end payout component of bonus, compensation revisions, promotions etc. You will have to refund any amounts received by you when you are not entitled for the same.

8.6 Duration of unpaid vacations will not be considered while the Company is computing the tenure for benefits like gratuity, compensation revisions, promotions etc. which have a tenure eligibility component, amongst other criteria.

9. Vacation and leave

9.1 No leaves are allowed during the Orchard Learning Program except the statutory holidays and other Mindtree official holidays applicable to the Orchard Learning Program candidates in general.

9.2 Any absence during the Orchard Learning Program due to any grave personal emergency will be dealt on a case to case basis and will be considered as loss of pay and deducted from your stipend on pro-rata basis. Recovery of the amount towards loss of pay during the Orchard Learning Program may happen either during the Orchard Learning Program itself or the first month of confirmation or final settlement on cessation of employment, as the case may be.

9.3 On confirmation, you will be eligible for leaves as per the general leave policy as in force in the Company from time to time.

10. Termination of employment

10.1 During Orchard Learning Program

a) Termination for cause

Your employment with Mindtree will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances which you agree are reasonable and acceptable:

- Failing to meet the qualification criteria during the Orchard Learning Program assessment
- Unauthorized absence during the Orchard Learning Program
- Non-compliance to Mindtree integrity policy and other disciplinary expectations.

Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates,

submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the learning sessions without valid reasons, being absent for assessments without prior permission, becoming insolvent, absconding etc. This list is only indicative and not comprehensive.

If Mindtree terminates your employment, for reasons other than your performance (meeting the qualifying criteria during and at the end of the Orchard Learning Program) and disciplinary grounds, you will be terminated from employment with immediate effect and return Mindtree assets immediately.

b) Termination for convenience

If you wish to terminate your employment during the Orchard Learning Program, you will be required to notify your resignation in writing. On acceptance of your resignation, you will be intimated about your relieving date and you are expected to comply with all separation procedures as listed in the Service Agreement and return of the Mindtree assets, within two working days.

10.2 After confirmation

a) Termination for cause

Mindtree may terminate your employment, with immediate effect, without any notice or salary or compensation in lieu of notice, on disciplinary grounds, which may include any act of integrity violations. Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the office without valid reasons, becoming insolvent, absconding etc. This list is only indicative and not comprehensive. In event of termination due to such reasons, you agree that notice requirements shall not apply. In case of your unauthorized absence, without intimation or permission or prior sanction of leave, or being absent beyond the period of leave originally granted or subsequently extended, for a period of 10 working days or more, it shall be considered that you are no longer interested in continuing employment with the Company, in such a case, it shall be deemed that you have abandoned your services. In such an event, the management shall terminate your services without any notice or salary or compensation in lieu of notice.

b) Termination for convenience

1. If you wish to terminate your employment, you will be required to give an advance notice of **three (3) months**, in writing to the company. If at your request, Mindtree agrees to relieve you before serving the full notice period, you will be liable to pay to Mindtree, the salary for the balance notice period along with other amount payable by you to Mindtree, including the amount mentioned in the Service Agreement if last date of employment is within 2 years from the date of joining. Both Mindtree

and you agree that this amount is fair and legally enforceable in the event of any default from your side. Mindtree, at its sole discretion, may provide waiver on the notice period. If there is any failure to comply with the separation procedures within a reasonable time frame, then it will be handled as Termination on disciplinary grounds. If Mindtree terminates your employment, for reasons other than disciplinary grounds, you will be given an advance notice of three months, in writing.

2. If Mindtree decides to relieve you before the completion of the notice period, the salary for the balance notice period would be paid to you after adjusting the amounts payable by you to Mindtree.

3. Salary for the purpose of notice period means the two components of Basic & Flexible Expenditure Plan (FEP), in your compensation at the time of termination of your employment.

10.3 Common guidelines to be complied with, on termination for any reason, and at any time of your employment

a) On termination of your employment for any reason, you shall comply with the Service Agreement, and with Mindtree's separation procedures, sign all required documents and return all Mindtree assets with you. Mindtree will not be bound to pay the final dues, if any, till you have completed all the separation procedures and returned all the payments that Mindtree may have due from you under any loans, liens, or borrowings you may have made.

b) If there is any failure to comply with the separation procedures within a reasonable time frame, then it may be handled as termination on disciplinary grounds based on assessment of the circumstances.

c) Mindtree, at its sole discretion, may extend the time frame of notice period for compliance.

11. Nature of employment

11.1 The offer of appointment has been made on the basis that the declaration made by you during the selection process and subsequently at the time of joining are complete and correct. If it is found that you have concealed any information which have material bearing on your employment or you have made any wrong declaration, your employment may be termination without any notice, salary or payment in lieu of notice. **The Company reserves right to have your back ground check either directly or through an outside agency and by accepting the terms of appointment, your consent for the same is deemed to have been given.**

11.2 **The employment at Mindtree is exclusive and you shall devote your full time for discharging the roles and responsibilities entrusted to you. You shall not take up any employment part-time or full time for consideration or on honorary basis without the prior written consent of Mindtree either during Orchard Learning Program or after your confirmation.**

12 Other Agreements

You may be required to sign necessary agreements with Mindtree and its clients as required and complete various formalities as per those agreements at the time of joining and during the tenure with the Company. You may also be required to sign other agreements with the Company, as the Company

may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

On the date of joining at Mindtree Kalinga Bhubaneswar, you shall execute a Service Agreement as per the specimen attached as Annexure – 4. The Acceptance of terms and conditions of the offer of Appointment shall be deemed as your consent to execute the Service Agreement. You should read the Service Agreement and understand your obligations thereof before confirming the acceptance of this Offer. Please note that in the event that the terms and conditions of the Service Agreement are not acceptable to you, you should not accept this offer. The signing of the offer letter would be deemed a voluntary and fully evaluated decision to commit the Service Period mentioned in the Service Agreement.

13 Transfer

13.1 You could be transferred to any of other offices/branches/subsidiaries/affiliates, either domestic or abroad, should the need arise. You will abide by the Company's rules, regulations and policies, as may be in effect from time to time with respect to your function, grade or location where you work in.

13.2 On confirmation of your employment through the successful completion of the Orchard Learning Program, relocation from Mindtree Kalinga to the work location will be as per the existing relocation policy for Campus Minds.

14 Retirement and retirement benefits

14.1 Subject to your confirmation after the completion of training at Kalinga, your service in the Company is valid till the date of retirement (last day of the month of your sixtieth birthday). For this purpose the date of birth as declared in the application form for selection, will be treated as final.

14.2 Retirement benefits, i.e. Provident Fund and Gratuity, are effective from the date of confirmation.

14.3 Compliance will be as per the prevailing statutory requirements at any point of your employment with Mindtree.

15 Intellectual property

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the Company or an intellectual property in course of your training or work, such developments will be fully communicated to the Company and the Company will have the full ownership sole right/property of the same. You hereby assign all intellectual property rights and moral rights to Mindtree.

16 Mindtree's Code of Conduct and Policies

16.1 Mindtree has a 'Code of Conduct' that is applicable during your stay at Mindtree's Global Learning Center at Mindtree Kalinga, Bhubaneswar, for the Orchard program as well as outside of Mindtree at any other Mindtree premises. The Code of Conduct also applies to your tenure with Mindtree after the



completion of the training at Kalinga and your employment at Mindtree while at Mindtree location or at a Mindtree customer location.

16.2 You will be requested to sign your acceptance and adhere to these terms upon joining.

16.3 Any subsequent updates of the Policies and Code of Conduct shall automatically apply to your employment with Mindtree. You are required to keep yourself updated at all times of these Policies and Code of Conduct.

17 Tax implication

You are solely responsible for declarations and implications arising thereof for all personal income tax purposes.

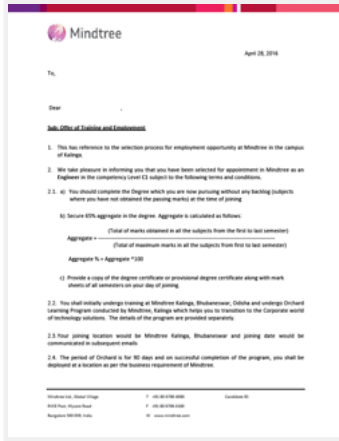
18 Reimbursement of travel expense for joining Mindtree

Expenses incurred by you for joining at Mindtree Kalinga will be borne by you and will not be reimbursed by Mindtree.

19 Personal Safety and conduct

You understand that Kalinga is a residential facility and you shall accordingly upon leaving the campus for your outings or otherwise, have the responsibility of informing your family about your safety and whereabouts. While you are outside the Kalinga Campus or outside a Mindtree premise at your own volition, you shall be responsible for your conduct and personal safety. You shall indemnify Mindtree, its directors and employees from any claims, legal or financial arising out of your own actions or omissions or indulging in activities that endanger your personal safety and release Mindtree of all liabilities to you or your family arising from your acts or omissions.

End of Annexure 3



Offer Letter

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History

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Document e-signed by Mr. Om Deshmukh (omdeshmukh51@gmail.com)

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Signed document emailed to Mindtree Campus Team (campus@mindtree.com) and Mr. Om Deshmukh (omdeshmukh51@gmail.com)

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