

Psno : 10716678

Name : Prahas S Kattimani

ADDENDUM TO EMPLOYMENT CONTRACT

The clauses mentioned below shall be effective from 15th May 2023 and shall supersede the respective clauses in your offer letter.

1. 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:

1.1 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

2. CONFLICT OF INTEREST

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

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2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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:

- i. conflicts with your works schedule, duties and responsibilities towards the Company.
- ii. creates a conflict of interest or is incompatible with your employment with the Company.
- iii. impairs or has a detrimental effect on your work performance with the Company; and/or
- iv. 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
- v. directly or indirectly competes with the business or interest of Company or is otherwise in violation or conflict with this Agreement

3. ROLES, RESPONSIBILITIES AND OBLIGATIONS

3.1 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.

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3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

4. TERMINATION OF EMPLOYMENT

4.1 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.

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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.

4.2 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.

4.3 Termination with cause

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

4.4 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.

4.5 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

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

4.6 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.

5. 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.

6. NON-SOLICITATION & INTELLECTUAL PROPERTY

6.1 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.

6.2 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.

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) bought 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 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.

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6.3 Intellectual Property:

a) "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.

b) 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.

I (**Prahas S Kattimani - 10716678**) have fully read, understood & accept the above terms and conditions of this addendum in a clear and coherent manner.

For and on behalf of

LTIMindtree Limited
(Formerly Larsen & Toubro Infotech Limited)



Rajeev Kumar
Vice President - HR

Place: Mumbai

Date: May 15, 2023

LTIMindtree Limited
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