



**Tech Mahindra  
Limited**  
Sharda Center, Off Karve  
Road  
Pune 411004, Maharashtra  
Tel: +91 20 6601 8100  
Fax: +91 20 2542 446

Registered Office:  
Gateway Building, Apollo  
Bunder Mumbai 400 001

**June 2, 2022**

**Associate Name: Mr. Venkata Lakshmi Narasimha Raghu Kandukuri**  
**Associate ID: 471345**  
**Designation: JAVA PROGRAMMER**  
**Band: U4**

**Secondment to Tech Mahindra (Americas) Inc. Office**

Dear **Venkata Lakshmi Narasimha**,

This has reference to your Letter of Appointment with Tech Mahindra Limited, India (The Company). We are happy to inform you that you are being seconded to Tech Mahindra (Americas) Inc for a duration of **24 months** effective from **June 18, 2022 to June 17, 2024**.

Tech Mahindra (Americas) Inc. shall issue a letter with Terms and Conditions for this secondment and your compensation details. Upon completion of your assignment/project, your secondment with Tech Mahindra (Americas) Inc. will be terminated and you will revert to your substantive employment and return to your base location with Tech Mahindra Limited, India.

During your secondment period you shall not receive any compensation from Tech Mahindra Limited, India .

You here by agree that you have read and understood the terms and conditions contained in this Secondment letter and your signature below constitutes an acceptance of this offer of Secondment.

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

Yours sincerely,  
For **Tech Mahindra Limited**,

**Authorized Signatory**



**Tech Mahindra (Americas) Inc.**  
5700 Democracy Drive,  
Suite # 2000  
Plano, Texas 75024

Registered Office:  
Gateway Building, Apollo Bunder  
Mumbai 400 001, India

[www.techmahindra.com](http://www.techmahindra.com)

June 2, 2022

**Associate Name: Mr. Venkata Lakshmi Narasimha Raghu Kandukuri**  
**Associate ID: 471345**  
**Designation: JAVA PROGRAMMER**  
**Band: U4**

**Secondment to Tech Mahindra (Americas) Inc.**

Dear **Venkata Lakshmi Narasimha**,

This has reference to your secondment letter from Tech Mahindra Limited, India seconding you to Tech Mahindra (Americas) Inc. (herein after referred to as "Company"), in **U4** designated as **JAVA PROGRAMMER** from **June 18, 2022**.

You will be temporarily work in the United States of America to implement your specific knowledge into America projects. You shall return to your employment in India on the expiry of your secondment with the Company. Please read this letter carefully and execute it at the end to signify your acceptance.

1. **Compensation:**

- Your current role has been classified as exempt in accordance with U.S. federal and state wage and hour laws. Any change in exemption status in the future will be communicated to you. Your starting fixed compensation ( i.e salary ) will be **USD 70533** per annum, less applicable taxes and other withholdings, which will be paid on Tech Mahindra's regular paydays, which are presently bi-weekly, on Friday.
- In addition to your fixed compensation, you will be eligible for certain variable pay pursuant to the Company's variable pay plan. In order to receive the variable pay, you must meet the eligibility requirements, as described in the plan. Actual payments will be determined per plan design and will be prorated based on the number of days worked during the relevant payout cycle. Please refer to the Compensation Annexure for details.
- Based on the nature of your position, you will be classified as a salaried professional, who is otherwise exempt from overtime pay under one or more exemptions to the federal Fair Labor Standards Act, such as the Computer Professional exemption. If and when the Company determines your position should be re-classified as eligible for overtime, you will be notified.

2. **Work Location:**

- You currently are anticipated to shall perform your duties in **SCHENECTADY**, USA at the Tech Mahindra's office premises, its client's premises, and/or at your home office, as instructed from time to time by Tech Mahindra.
- You may be relocated to any other location upon completion of your assignment, or at any time earlier, depending on the business needs and exigencies of the company. For personal or family reasons, if you are unable to relocate, you may seek out or apply for other open positions at the Company. If you are unable to locate a substitute position, your employment will be terminated.

### 3. **Benefits:**

- You will be eligible for holiday pay and vacation benefits in accordance with applicable Tech Mahindra policy, and will be entitled to additional leave-related benefits in accordance with applicable state and/or federal law. In addition, Tech Mahindra presently offers employees the opportunity to participate in a 401(k) plan according to its eligibility requirements. You and your immediate family may also enroll in Tech Mahindra's health insurance plan. Details of these and other available employment-related benefits will be provided to you.

Compensation and employment with Tech Mahindra is at all times an "at-will" employer. This means that either Tech Mahindra or you may terminate the employment relationship at any time, with or without cause. It also means that the job duties, title, responsibilities, reporting level, compensation and benefits, as well as Tech Mahindra Americas Inc.'s personnel policies and procedures, may be changed at any time. The "at-will" nature of employment may only be changed by an express written agreement that is signed by the employee and the Regional HR Head of Tech Mahindra Americas Inc.

Your offer is contingent upon the following:

(1) signing of the Non-Solicitation and Non-Compete Agreement, Arbitration Agreement, Confidential Information and Invention Assignment Agreement;

(2) satisfactory outcome of a personal Background check which, depending upon your position and department, may include professional references, verification of previous employment and education, criminal background check, drug screening, and/or a consumer credit check; and

(3) proof of eligibility to work in the United States by using the I-9 form, in compliance with the Immigration Reform and Control Act. Please provide a signed copy of these documents described in (1) and the signed copy of your offer letter to the US Onboarding team on your first day of employment.

If you accept this offer, and the conditions of this offer are satisfied, this letter and the written agreements referenced in this letter shall constitute the complete agreement between you and Tech Mahindra Americas Inc. with respect to the initial terms and conditions of your employment. Any representations, whether written or oral, not contained in this letter or contrary to those contained in this letter that may have been made to you are expressly cancelled and superseded by this offer, and you agree that you are not relying on any such promises.

As a condition to your acceptance of employment with Tech Mahindra (Americas) Inc., we require you to execute all of the enclosed agreements, which are attached hereto and incorporated herein by reference. Please review the documents carefully and feel free to review them with counsel of your choice. If you are in agreement with the terms of this letter, please sign this letter and return it to us.

Sincerely,



Printed Name: Anitha Ramesh

Title: **Head HR – Americas**

ACCEPTED AND AGREED:

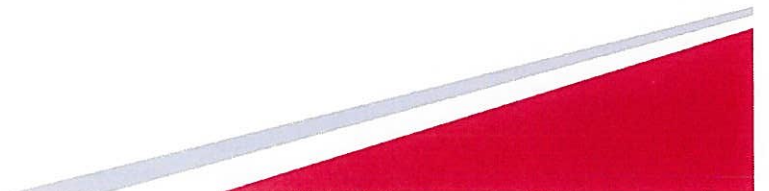
Date: 27-June-2022

Signature: K.V.L.V. Raghu

Name: **Mr. Venkata Lakshmi Narasimha Raghu Kandukuri**

Enclosures:

1. Compensation Annexure.
2. Confidential Information Agreement.
3. Arbitration Agreement
4. Non-Solicitation and Non-Compete Agreement.
5. Additional Provisions.





**Benefits Scan Sheet**  
**Tech Mahindra Americas Inc.**

Tech Mahindra Americas Inc. offers the following benefit programs to regular, full-time employees on U.S. payroll. The information below is an overview of the benefit programs and is not an exhaustive list of all benefits offered. This document describes the benefits as of the date of your offer letter. The Company's benefits may be modified or eliminated in the future at the Company's discretion at any time, with or without notice. Please direct specific inquiries to Human Resources.

At Tech Mahindra, benefit plans are an important part of the compensation we offer our associates. We have designed our benefit programs to offer you and your family a broad choice of offerings. Our benefits are competitive within our industry, and it is our strategy to keep them there. You will see changes as we adjust to the changing business environment and react to legislation changes, particularly around health care—but the overall suite of benefits available is comprehensive and competitive in the marketplace in which we do business. We continue to work together to be educated consumers of our benefits, so our benefits package will continue to offer the protection we feel every associate deserves.

**HEALTHCARE:**

Regular, full-time associates are eligible to elect healthcare coverage for themselves and eligible dependents effective on the first day of employment with Tech Mahindra Americas Inc. Healthcare coverage presently includes medical, dental and vision that you may choose separately to allow for flexibility in your family needs. Both coverage and premiums vary based upon the plan selected. Additionally, premiums are shared by both the company and the associate. TMA existing Medical plans are through a PPO (Preferred Provider Organization) by Aetna Life Insurance Company. Current Dental Insurance Plans are through Delta Dental and Vision Plans are through VSP. See [https://www.brainshark.com/trion/2022\\_TechM\\_New\\_Hire\\_Enrollment](https://www.brainshark.com/trion/2022_TechM_New_Hire_Enrollment) for additional information on co-pays, deductibles and co-insurance.

It is your responsibility to login to the benefits system and either elect or decline benefits for yourself and your dependents during the first 31 days of your employment. You will receive the enrollment details from our service provider via email within 15 days of joining, and they can be contacted at (844) 316-6131

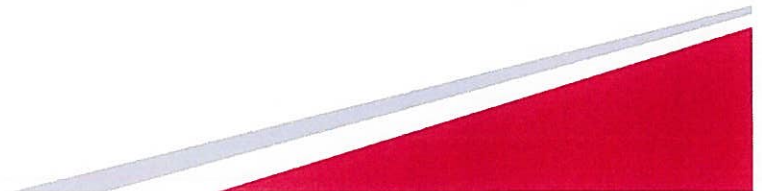
If you fail to timely enroll in benefits or actively decline coverage with proof of insurance elsewhere, you will be auto enrolled in the Bronze Medical – Associate only plan and your portion of the premium will be deducted from payroll.

**BASIC LIFE INSURANCE AND AD&D:**

Regular, full-time associates are provided with company paid life insurance and AD&D insurance. Coverage amounts are based upon your band level. Upon completion of medical enrollment, eligible associates are automatically enrolled in both life insurance & AD&D coverages. Associates have an opportunity to elect additional life and AD&D coverage for themselves and their family above the employer-paid amount.

**HEALTH SAVINGS ACCOUNT (HSA):**

Associates who select the Bronze Plan or the Silver Plan for medical coverage may open a Health Care Savings Account. Those two plans are considered High Deductible Health Plans (HDHP). An HSA is a tax-advantaged account that is used in combination with a qualified HDHP. The money you put into your HSA can help pay your health insurance plan's annual deductible, as well as any other





qualified medical expenses that may not be covered by your health insurance plan after you meet your deductible. Contributions to your HSA account cannot be used to pay for health insurance premiums.

## **FLEXIBLE SPENDING ACCOUNT (FSA):**

The Flexible Spending Accounts (FSA) allows you to use pre-tax dollars to pay for certain health related expenses that are not covered by your dental or vision insurance and for certain dependent expenses. FSAs are designed to let you pay for these expenses with pre-tax dollars. There are two types of FSAs that are available:

A **Limited Purpose Health Care FSA** lets you use pre-tax dollars to pay unreimbursed dental and vision related expenses. You may elect to contribute up to the max rate set by the IRS every year. Each pay period a portion of your annual election accumulates in your FSA.

A **Dependent Care FSA** allows you to use pre-tax dollars to pay for care-related expenses incurred so that you and, if you are married, your spouse can work or attend school full-time. Max contribution each year are set by the IRS. Unlike a Health Care FSA, you can only use up to the amount you have funded in your account as you incur eligible expenses.

## **SHORT TERM DISABILITY:**

Short Term Disability (STD) is a wage continuation program through Guardian Insurance which an associate receives compensation when they are injured and cannot work for a period of time longer than 6 days. This coverage provides eligible associates with up to 66.67% of base pay in the event of a qualified disability which renders the associate unable to work. STD payments are applicable for up to 12 weeks, with a maximum of \$1,000 per week. STD payments are subject to a 7 calendar day waiting period. Further information about STD benefits and how to apply will be made available in company policies after joining.

## **LONG TERM DISABILITY:**

Long Term Disability (LTD) is a wage continuation program through Guardian Insurance which an associate receives compensation when he/she is injured and cannot work for a period longer than 90 days. Once Short Term Disability is over associates who require to be out on medical leave for a longer period of time can apply for LTD. Monthly maximum is dependent on your band level.

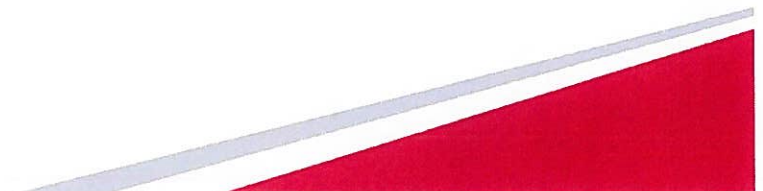
## **VOLUNTARY BENEFITS:**

Voluntary benefits give you an opportunity to choose additional benefits to supplement the benefit offerings currently available through our group benefit program. Each plan provides a unique set of benefits. You decide what plans, if any, you would like to choose to meet your needs. See [https://www.brainshark.com/trion/2022\\_TechM\\_New\\_Hire\\_Enrollment](https://www.brainshark.com/trion/2022_TechM_New_Hire_Enrollment) for additional information.

## **ANNUAL LEAVE:**

The Company provides paid annual leaves to regular, full-time associates. Associates accrue up to 10 days (accrued at 0.83 days per month) of paid vacation per year. Leave accrual begins from the date of joining with Tech Mahindra, USA.

Information regarding how to use vacation, maximum amount of accrual and/or whether you will receive any unused vacation at the time your employment is terminated is available in the Employee Handbook and/or from the Human Resources Department.



**HOLIDAYS:**

All associates are eligible for seven (7) paid holidays and up to three (3) paid floating holidays in a calendar year. Associates assigned to work at a client site or project are required to follow the client holiday calendar schedule. Company holiday detail will be available in HR Policies.

**SICK LEAVE:**

The Company offers paid sick leave to regular, full-time associates. Associates are allotted two (2) days per year and up to Nine (9) days in certain states. The Company does not pay associates for unused sick leave upon separation. Additional information regarding sick pay is located in the Employee Handbook and/or from Human Resources.

**BEREAVEMENT LEAVE:**

Three (3) paid working days are provided to regular, full time associates in the event of a passing in the immediate family. Immediate family is classified as: Spouse, children and associate's parents.

**JURY DUTY/WITNESS LEAVE:**

A maximum of five (5) paid working days per calendar year. Associates must submit the following documents to local HR Representative: (1) copy of the summons to serve on jury and (2) proof of service when associates period of jury duty is completed.

**PATERNITY LEAVE:**

Male associates who have 12 months of consecutive service will be provided up to two (2) days of paid paternity leave per birth of child whether biologically or adoption. Leave must be taken within 30 days of birth/adoption of the child. There are no additional entitlements in case of multiple births. Paternity Leave can neither be encashed nor carried forward to the next calendar year.

**401 (k) SAVINGS PLAN:**

Associates may contribute pre-tax dollars to the Tech Mahindra Americas 401(k) plan, exclusively through payroll in accordance with IRS regulations. The plan is administered through Principal Financial Group ([www.principal.com](http://www.principal.com)). The plan imposes a lower limit on associates defined as Highly Compensated Associates (HCEs) under IRS regulations. If the new hire turns age 50 or are over age 50 in a year, the limit is increased by the applicable IRS catch-up amount. The maximum annual associate deferral in the 401k plan is governed by the IRS limits specified for the plan year.

The Company does not provide a matching contribution. Associates may enroll in this plan after six months (180) days of service.

**COMMUTER BENEFITS:**

Commuter Benefit Plan is only applicable for associates located in a state with commuter benefit regulations. Associate can set aside up to the maximum amount published by IRS on a pre-tax basis. Eligible expenses include costs for any pass, token, fare card, voucher, or other item that entitles you to use mass transit for the purpose of traveling to or from work.

**MOBILE TELEPHONE/INTERNET ENTITLEMENT:**

Mobile and internet reimbursement is applicable for associates at IBG head's discretion depending on

the business need.

## **EMPLOYEE ASSISTANCE PROGRAM:**

The Company offers an Employee Assistance Program (EAP), which is a professional, confidential counseling service with WorkLifeMatters. WorkLifeMatters provides guidance for personal issues that Associates might be facing and information about other concerns that affect their lives.

## **DISCOUNTS & PERKS:**

The company offers associates a variety of negotiated discounts and perks through our various vendors/ clients. Eligibility and access is provided upon joining.

## **RELOCATION WITHIN THE UNITED STATES:**

Relocation benefits are only applicable for currently active associates. In the event that you are required to relocate for business reasons and with prior written approval by management, you may be eligible for reimbursement under the Company's relocation policy. Relocation within the United States is defined as the transfer of work to a new location that is 50 miles or more from the existing work location of the associate post joining or location as captured in the application form for a new joinee. The company relocation policy can be found in the Associate Handbook.





## OFFER ENCLOSURES

### COMPENSATION ANNEXURE

(All figures in local currency)

|      |   |
|------|---|
| NAME | Mr. Venkata Lakshmi Narasimha Raghu Kandukuri |
| BAND | U4  |
| CITY | SCHENECTADY                                   |

|                                 |               |
|---------------------------------|---------------|
| A. FIXED COMPENSATION           | USD per Annum |
| HOST COUNTRY SALARY             | 70,533        |
| TOTAL FIXED COMPENSATION [A]    | 70,533        |
| <b>TOTAL GROSS SALARY (A+B)</b> | 70,533        |

#### Notes:

1. **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.

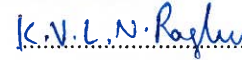
For Tech Mahindra Americas Inc. ("Tech Mahindra Americas Inc.").



Anitha Ramesh  
Region Head, HR Americas.

#### ACCEPTED AND AGREED:

Signed:



Mr. Venkata Lakshmi Narasimha Raghu Kandukuri

Date: 27-June-2022

## **Confidential Information and Invention Assignment Agreement**

This Agreement is entered into between Tech Mahindra (Americas) Inc. ("Employer" or "Company") and the employee named below ("Employee").

### **1. Confidential Information**

- (a) **Access:** To assist Employee in the performance of his/her duties, Employee will receive certain confidential and/or proprietary information and materials owned by the Employer, its affiliates and/or third persons (including for example, clients, customers, vendors, and/or prospective customers and/or vendors who have furnished such information and materials to the Employer under obligations of confidentiality), including confidential information not previously received.
- (b) **Confidential Information:** "Confidential Information" means proprietary techniques, methods, practices and/or confidential information that Company has or will develop, compile, create, or improve, or which the Company receives under conditions of confidentiality from its customers, clients and/or other third parties. Confidential Information includes not only information disclosed by the Company (including its employees, agents, independent contractors, and consultants) to Employee in connection with Employee's duties, but also information (including inventions) developed or learned by Employee during the course of his/her employment. Confidential Information is broadly defined and also includes, but is not limited to, employee training, policies, techniques and/or recruitment efforts, trade secrets, financial data, business and marketing strategies, product information, computer and/or software-related information, data bases, encryption codes, passwords, specialized manufacturing techniques, business operations, strategy and plans of the Company and its financial information including revenues, expenses, profits, employee names and positions, customer preferences, vendor/supplier costs and arrangements, and/or other Company trade secrets. It does not include information widely known or which is a matter of public record (unless made public by Employee or anyone acting in violation of a legal obligation to keep such information confidential).
- (c) **Non-Disclosure:** Both during and after Employee's employment, Employee shall hold in strict confidence and shall not directly or indirectly disclose, disseminate, publicize, use, copy or make lists of any Confidential Information, except to the extent authorized in writing by Employer or required by any court or administrative agency of competent jurisdiction, other than to an authorized employee of the Employer or to a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Employee of his/her job duties.  
If Employee is compelled by law, subpoena, or other lawful process to disclose any Confidential Information, then Employee shall give prompt written notice of such fact to the Employer so that Employer may, if it so desires, seek a protective order or other governmental or judicial relief, at Employer's expense, to prevent disclosure of the Confidential Information.

Notwithstanding the above, Employee is hereby advised that pursuant to 18 U.S.C. § 1833(b): "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, Employee has the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Employee also has the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets expressly allowed thereby.

## **2. Return of Documents/Company Property**

- (a) All records, files, notes or other documents or materials, whether in written or electronic form (and all copies thereof), relating in any way to the Employer (and/or its clients, customers, vendors, etc.) that Employee shall prepare, use or be provided with in connection with his/her employment, is and shall remain the sole and exclusive property of Employer. Such documents and/or materials, along with any other Company property provided to Employee, must be returned upon the termination of employment or such earlier time(s) as the Employer may request.
- (b) Equipments: All equipments provided by the Company needs to be returned at the end of the current assignment in safe condition as it was dispensed initially (with consideration for normal wear and tear). In the event of misuse/damage, employee is responsible for the 100% cost of the equipment dispensed. This amount will be held by Company from payroll upon realization of any damages to the equipment upon return of equipment. to the fullest extent permitted by law. The Employee may also pay the Company directly to reimburse it for damage to Company property.

## **3 Intellectual Property**


- (a) Ownership: All written materials and writings ("Work") developed by Employee for Company's use during the term of this Agreement, shall be deemed a "work made for hire" within the meaning of the U.S. Copyright Act, Title 17, U.S. Code, which vests all copyright interest in and to the Work in Company. In the event, however, that any court of competent jurisdiction finally declares that the Work is not or was not a work made for hire as agreed, Employee agrees to assign, convey and transfer and hereby assigns, conveys and transfers to Company all right, title and interest Employee may presently have or hereafter may have or be deemed to have in and to any such Work and in the copyright therein, including but not limited to, all rights of reproduction, distribution, publication, public performance, public display and preparation of derivative works, and all rights of ownership and possession of the original fixation of the Work and any and all copies. Additionally, Employee agrees to execute any documents reasonably required of Employee for Company to record or perfect its ownership of the Work and the copyright therein. The foregoing will not apply to any Work and/or writings by Employee that are not developed for Company's use or are in each instance specifically excluded in advance of publication from the coverage of the foregoing by an Owner of the Company. To avoid any potential confusion as to ownership over Employee's Inventions, Employee agrees to immediately disclose Employee-owned inventions to the Company. If Employee fails to disclose such inventions to the Company, any undisclosed invention will be presumed to be a Company-owned Invention, and Employee will have the burden of establishing that it is otherwise.
- (b) Assignment: Employee will promptly disclose in writing to Company all inventions created by Employee, individually or with others during the course of his/her employment, and which relate in any way to the Company's business, customers and/or operations, and/or which were created, in whole or in part using any Company property and/or Confidential Information ("Inventions"). To the fullest extent permitted by law, all Inventions belong to and are the sole property of Company and will be Inventions of Company subject to this Agreement. As such, Employee assigns to Company all right, title and interest Employee may have or may acquire in and to all Inventions. Employee shall sign and deliver to Company (during and after employment) any other documents that Company considers desirable to provide evidence of (i) the assignment of all rights of Employee, if any, in any Inventions and (ii) Company's ownership of such Inventions. Employee hereby waives any and all moral rights relating to any Inventions. Employee will assist Company in applying for, prosecuting, obtaining or enforcing any patent, copyright or other right or protection relating to any Invention, all at Company's expense but without consideration to Employee in excess of Employee's salary or wages. If Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain or enforce any patent, copyright or other right or protection relating to any Invention, Employee hereby irrevocably designates and appoints Company and each of its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in Employee's behalf to execute and file any such document and to do all other lawfully permitted acts to further the prosecuting, issuance and enforcement of patents, copyrights or other rights or protections, with the same force and effect as if executed and delivered



by Employee. To avoid any possible confusion, Employee has identified all prior inventions that he/she asserts should not be included under the definition of "Invention" herein. Any invention not so identified, that otherwise meets the criteria set forth herein, will be presumed to be an Invention.

- (c) State law issues: Notwithstanding the above, to the extent that Employee is subject to different requirements under any applicable law, including but not limited to the laws of the State of California, he/she will be required to execute a state-specific addendum clarifying such rights and/or obligations.


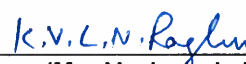
- 4 **Non-Disparagement:** Employee shall not, directly or indirectly, make or cause to be made any disparaging, denigrating, derogatory, or negative, misleading, or false statement orally or in writing to any person, including customers or prospective customers, vendors, competitors and/or advisors to the Employer and members of the investment community or press, about (i) the Employer or its members, managers, officers, employees agents, or clients, or (ii) the business strategy or plans or operations of the Employer. Notwithstanding the above, nothing in this paragraph is intended to interfere with Employee's right to discuss truthful matters with any government and/or law enforcement agency or otherwise exercise his/her statutory rights to communicate with such individuals or entities, or to engage in speech otherwise protected by law, including but not limited to any right to engage in protected, concerted speech under the National Labor Relations Act or any other applicable state or federal statute.

|                                  |  |
|----------------------------------|--|
| <p>Date: June 2, 2022</p>        | <p><b><u>TECH MAHINDRA (AMERICAS). INC.:</u></b></p> <p>For Tech Mahindra Americas Inc. ("Tech Mahindra Americas Inc.").</p> <p></p> <p><b>Anitha Ramesh</b><br/>Region Head, HR Americas.</p> |
| <p>Date: <u>27-June-2022</u></p> | <p><b><u>EMPLOYEE:</u></b></p> <p>By: <u>K.V.L.N. Raghu</u></p> <p><b>Name: (Mr. Venkata Lakshmi Narasimha Raghu Kandukuri)</b></p>  |

## MUTUAL AGREEMENT TO ARBITRATE CLAIMS

The Company and I mutually consent to the resolution by arbitration (except as provided below), under the JAMS Employment Arbitration Rules and Procedures (which are available at [jamsadr.com](http://jamsadr.com), or from the Company upon my request), of all claims (common law or statutory) that the Company might have against me, or that I might have against the Company, its affiliated companies, any benefit plan, any company or customer to whom I rendered services on behalf of the Company, the directors, employees or agents of any of the foregoing entities, and all successors and assigns of any of them. (If JAMS does not have an office within 200 miles of the place where I work or last worked for the Company, then arbitration will be held under the American Arbitration Employment Arbitration Rules and Procedures, and references below to "JAMS" shall instead mean "AAA.") The Company will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if I am the party initiating the claim, I will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which I am (or was last) employed by the Company. The Company and I waive the right to have a court or jury trial on any arbitrable claim. The Federal Arbitration Act shall govern this Agreement, or if for any reason the FAA does not apply, the arbitration law of the state in which I rendered services to the Company or on its behalf. Notwithstanding any provision of the JAMS Rules, arbitration shall occur on an individual basis only, and a court of competent jurisdiction (and not an arbitrator) shall resolve any dispute about the formation, validity, or enforceability of any provision of this Agreement. I waive the right to initiate, participate in, or recover through, any class or collective action. To the maximum extent permitted by law, the arbitrator shall award the prevailing party its costs and reasonable attorney's fees; provided, however, that the arbitrator at all times shall apply the law for the shifting of costs and fees that a court would apply to the claim(s) asserted. Nothing in this Agreement prevents me from filing or recovering pursuant to a complaint, charge, or other communication with any federal, state or local governmental or law enforcement agency, including but not limited to the National Labor Relations Board. The following claims are not covered by this Agreement: claims for workers' compensation or unemployment compensation benefits; claims that as a matter of law cannot be subject to arbitration (after application of Federal Arbitration Act preemption principles); and claims under an employee benefit or pension plan that specifies a different arbitration procedure. This Agreement shall remain in effect notwithstanding the termination of my employment with the Company.

I acknowledge that I have carefully read this agreement, that I understand its terms, that all understandings and agreements between the Company and me relating to the subjects covered in the agreement are contained in it, and that I have entered into the agreement voluntarily and not in reliance on any promises or representations by the company other than those contained in this agreement itself.

|                                  |   |
|----------------------------------|---|
| <p>Date: <b>June 2, 2022</b></p> | <p><b><u>TECH MAHINDRA (AMERICAS), INC.:</u></b></p> <p>For <b>Tech Mahindra Americas Inc.</b> ("Tech Mahindra Americas Inc.").</p> <p></p> <p><b>Anitha Ramesh</b><br/><b>Region Head, HR Americas.</b></p> |
| <p>Date: <b>27-June-2022</b></p> | <p><b><u>EMPLOYEE:</u></b></p> <p>By: </p> <p><b>Name: (Mr. Venkata Lakshmi Narasimha Raghu Kandukuri)</b></p>  |




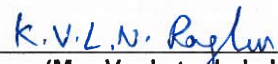
## Non-Solicitation and Non-Compete Agreement

This Agreement is entered into between Tech Mahindra (Americas) Inc. ("Employer" or "Company") and the employee named below ("Employee").

In connection with and ancillary to the Confidential Information and Invention Assignment Agreement, as well as the additional agreements connected to Employee's employment, Employee acknowledges and agrees that: (i) Employer is engaged in a highly competitive business that has employees and customers/clients throughout the United States and the world, (ii) Company has made substantial investments to develop its business interests and goodwill and to provide special training and access to confidential and proprietary information for the performance of Employee's duties hereunder; (iii) the success of the Employer's business in the marketplace depends upon its goodwill and reputation for quality and dependability; (iv) the limitations as to time, geographical area, and scope of activity to be restrained herein are reasonable and are not greater than necessary to protect the goodwill and other business interests of the Employer; and (v) the investments made by the Employer are worthy of protection and the Employer's need for protection afforded by Section 3(b) is greater than any hardship Employee might experience by complying with the terms thereof. As such, Employee hereby agrees as follows:

- 1 Non-Solicitation: During Employee's employment with the Employer and for one (1) year after the effective date of the termination of Employee's employment for any reason (the "Restricted Period"), Employee shall not, directly or indirectly, (i) solicit, entice, persuade, encourage or induce any employee, contractor or consultant of the Employer to terminate or reduce his/her employment or other relationship with the Employer or to become employed by any person other than the Employer; (ii) solicit, entice, persuade, encourage or induce any customer/client (or known prospective customer/client) to terminate, negatively alter or limit its/his/her relationship with the Employer or, in the case of any such prospective customer, not to enter into a business relationship with the Employer, or otherwise interfere with the Employer's relations with its customers/clients and/or known prospective customers/clients; provided, however, that nothing in clause (i) above shall be deemed to prohibit Employee from placing an advertisement in a newspaper or other media of general circulation advertising employment opportunities. Activities prohibited by this paragraph include, but are not limited to, informing existing or potential customer(s)/client(s), supplier(s) or creditor(s) of Employer that Employee intends to terminate or reduce his/her employment with the Company.
- 2 Non-Disturbance of Vendor Relationships: During the Restricted Period, Employee shall not, directly or indirectly, seek to solicit, induce, or encourage any vendor or supplier, or known prospective vendor or supplier of the Company to cease dealing with the Company, to transfer all or any part of its business with the Company to any other person or entity, or to alter the pricing, terms or other conditions on which it does business with the Company.
- 3 Non-Competition
  - (a) Competitive Activities: During the Restricted Period, Employee shall not, directly or indirectly: (i) seek or accept any employment from any other company that would involve the employee having to work with a Customer with whom he/she had worked in the twelve (12) months immediately preceding the cessation of employment with Employer; or (ii) seek or accept any employment with any customer of Company for whom the employee performed services as a Company employee within the last twelve (12) months of employment with Company. The geographic scope of this restriction is intended to cover the U.S. and any other country where the Company conducts business during the last six (6) months of Employee's employment.
  - (b) Reformation: Although Employee agrees that the restrictions herein are reasonable and that he/she will not challenge same, in the event a court of competent jurisdiction determines that any portion of Section 3(b) is invalid or unenforceable, the remainder of Section 3(b) shall not thereby be affected and shall be given full force and effect without regard to the invalid or unenforceable provisions. If any such court construes any of the provisions of Section 3(b), or any part thereof, to be unreasonable because of the duration or scope of such provision, then such court shall have the power to reduce the duration or scope of such provision and to enforce such provision as so reduced to the fullest extent permitted by law.

- 4 **Enforcement:** Employee acknowledges and agrees that (i) Employee's breach of any of his/her covenants contained in this agreement will cause irreparable injury to Employer, (ii) damages will not be an adequate remedy for any such breach, and (iii) notwithstanding any agreement to arbitrate other employee-related claims, Employer shall be entitled to resort to a court of equity to enforce any provision of this agreement by injunctive and/or other equitable relief for any such breach, without the posting of any bond or other security. Employee further agrees that in the event of a breach or threatened breach of this agreement, Employer, in addition to injunctive relief, will be entitled to recover from Employee all reasonable attorney's fees incurred by Employer in obtaining such injunctive relief and/or in successfully prosecuting any breach of this agreement.
- 5 **Extension of Restricted Period for Injunctive Relief:** If Employee violates any of the Restrictive Covenants set forth in this agreement, and Employer brings legal action for injunctive or other relief, the Restrictive Period shall be tolled so that Employer shall not be deprived of the benefit of the full period of the restrictive covenants as a result of the time involved in obtaining the relief.
- 6 **Notice to Third Parties:** Employee expressly agrees to notify any prospective employer or affiliate in a business competitive with the Employer of the existence of the Restrictive Covenants set forth in this agreement, and authorizes the Employer to make contact with, and discuss the Restrictive Covenants with any person or affiliate reasonably believed by the Employer to be engaged or about to be engaged in an act that would constitute a violation of the Restrictive Covenants.
- 7 **Survival of Covenants:** The Covenants shall survive during the Restricted Period or any extension thereof. During the period of survival described in the preceding sentence, the restrictive covenants set forth in this agreement shall remain in full force and effect.
- 8 **No Conflicting Agreements or Obligations:** Employee hereby acknowledges and represents that: (a) he/she is not subject to any agreement with any former employer or any other company or entity that would be actually or potentially breached by Employee becoming or continuing to be employed by the Company and performing the duties for which the Company is employing Employee; and (b) he/she does not have, and shall not in any way utilize for or on behalf of the Company, any confidential or proprietary information or any property, of any former employer of Employee or of any other company or entity. Employee understands that the use of any such confidential and/or proprietary material belonging to others violates Company policy and will result in appropriate discipline, up to and including discharge.

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| <p>Date: June 2, 2022</p> | <p><b><u>TECH MAHINDRA (AMERICAS), INC.:</u></b></p> <p>For Tech Mahindra Americas Inc. ("Tech Mahindra Americas Inc.").</p> <p></p> <p>Anitha Ramesh<br/>Region Head, HR Americas.</p> |
| <p>Date: 27-June-2022</p> | <p><b><u>EMPLOYEE:</u></b></p> <p>By: </p> <p>Name: (Mr. Venkata Lakshmi Narasimha Raghu Kandukuri)</p>  |

## Additional Provisions

For the Confidential Information and Invention information, Non-Compete and Non-Solicitation, Arbitration agreements entered into between Tech Mahindra (Americas) Inc. ("Employer" or "Company") and the employee named below:

- Employer's waiver of any breach of any provision of these Agreements by Employee shall not operate or be constituted as a waiver of any subsequent breach by Employee.
- Employer's rights and obligations under these Agreements shall inure to the benefit of and shall be binding upon the successors and assigns of Employer. Employee may not assign these Agreements or any rights arising under it.
- In the event that any provision hereof shall be rendered illegal or unenforceable, such event shall not affect the validity or enforceability of the other provisions hereof. In the event of any lawsuit or arbitration proceeding to determine the rights and liabilities of the parties pursuant to these Agreements, the parties hereto agree that these Agreements may be modified, amended, or reformed by the tribunal conducting such proceeding for the purposes of best effectuating the purposes of these Agreements and as needed to be reasonable and enforceable under applicable law.
- These Agreements shall be governed by and construed under the laws of the State of New York. Any dispute not subject to the parties' agreement to arbitrate arising out of these Agreements and/or related in any way to Employee's employment will be litigated exclusively in state or federal court in New York City, unless otherwise agreed to by the parties in writing.
- These Agreements may be executed in a number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which constitute, collectively, one agreement; but in making proof of these Agreements, it shall not be necessary to produce or account for more than one such counterpart.
- No change, modification, waiver, discharge, amendment, or addition to these Agreements shall be binding on the Company unless it is in writing and signed by the Regional HR Head (or another authorized agent) of the Company.

IN WITNESS WHEREOF, the parties hereto have executed these Agreements to be effective as of the day and year first above written.

**\*\* California-based employees, please see Addendum I \*\***

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| <p>Date: June 2, 2022</p>        | <p><b><u>TECH MAHINDRA (AMERICAS), INC.:</u></b></p> <p>For Tech Mahindra Americas Inc. ("Tech Mahindra Americas Inc.").</p> <p><i>S. Ramesh</i></p> <p><b>Anitha Ramesh</b><br/>Region Head, HR Americas.</p> |
| <p>Date: <u>27-June-2029</u></p> | <p><b><u>EMPLOYEE:</u></b></p> <p>By: <u>K.V.L.N. Raghu</u></p> <p><b>Name: (Mr. Venkata Lakshmi Narasimha Raghu Kandukuri)</b></p>  |



## ADDENDUM 1 –CALIFORNIA EMPLOYEES

Notwithstanding anything to the contrary as contained in the Employment, Invention Assignment, Arbitration Agreement and Post-Employment Restrictions ("Employment Agreement") to the contrary, during any time period when Employee primarily resides and/or works in the state of California, the provisions provided below will apply to these Agreements and supersede any provision to the contrary in the Employment Agreement.

1. Employee's obligation to assign inventions to the Company does not include any inventions that are developed entirely on Employee's own time, using entirely his/her own equipment, supplies, facilities or trade secret information ("Employee's Inventions") unless such inventions: (1) relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or (2) result from any work performed by Employee for the Company. To avoid any potential confusion as to ownership over Employee's Inventions, Employee agrees to immediately disclose Employee Inventions to the Company. If Employee fails to disclose Employee's Inventions to the Company, any undisclosed invention will be presumed to be a Company Invention, and Employee will have the burden of establishing that it is otherwise. Employee understands that this notice is being provided in furtherance of California Labor Code Section 2870.
2. The Agreement shall be governed by and construed under the laws of the State of California.
3. Any and all covenants related to post-employment competition and/or solicitation contained in the Employment Agreement apply only to the extent that Employee utilizes Company trade secrets in order to engage in the activities otherwise prohibited in the Non Solicitation and Non-Compete of the Employment Agreement.

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| <p>Date: <b>June 2, 2022</b></p> | <p><b><u>TECH MAHINDRA (AMERICAS), INC.:</u></b></p> <p>For <b>Tech Mahindra Americas Inc.</b> ("Tech Mahindra Americas Inc.").</p> <p><i>S. Ramesh</i></p> <p><b>Anitha Ramesh</b><br/>Region Head, HR Americas.</p> |
| <p>Date: <u>27-June-2022</u></p> | <p><b><u>EMPLOYEE:</u></b></p> <p>By: <u>R.V.L.N. Raghu</u></p> <p><b>Name: (Mr. Venkata Lakshmi Narasimha Raghu Kandukuri)</b></p>   |