



**Tech Mahindra
Limited**
Sharda Center, Off Karve
Road
Pune 411004, Maharashtra
Tel: +91 20 6601 8100
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Registered Office:
Gateway Building, Apollo
Bunder Mumbai 400 001

February 24, 2019

Associate Name: **Mr. Rahul Abasaheb Gaikwad**
Associate ID: 355706
Designation: **Programmer Analyst**
Band: U3

Secondment to Tech Mahindra (Americas) Inc. Office

Dear **Rahul Abasaheb**,

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.

Tech Mahindra (Americas) Inc. shall issue a letter with Terms and Conditions for this secondment and your compensation details. Upon completion of you 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.

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

You hereby 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 Ltd.**,

Muralidhar Palway
Sr. Manager - Human Resources



Tech Mahindra (Americas) Inc.
4965 Preston Park Blvd., Suite 500,
Plano, TX 75093, USA
Office: 972-991-2900

Registered Office:
Gateway Building, Apollo Bunder
Mumbai 400 001, India
CIN L64200MH1986PLC041370
www.techmahindra.com

February 24, 2019

Associate Name: **Mr. Rahul Abasaheb Gaikwad**
Associate ID: **355706**
Designation: **Programmer Analyst**
Band: **U3**

Secondment to Tech Mahindra (Americas) Inc.

Dear **Rahul Abasaheb**,

This has reference to your secondment letter from Tech Mahindra India seconding you to Tech Mahindra (Americas) Inc. (herein after referred to as "Company"), in **U3** designated as .

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.

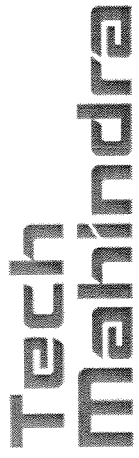
Compensation:

- 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 67892** 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.

Work Location:

- You shall perform your duties in **ORLANDO, 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 secondment will be terminated.

Benefits:



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- 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 secondment-related benefits will be provided to you.

Tech Mahindra is an "at-will" employer. This means that either Tech Mahindra or you may terminate the secondment 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 secondment 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 secondment 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 secondment.

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 secondment. 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.



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As a condition to your acceptance of secondment 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: Dr. Poojima Prasad
Title: **Head HR – Americas & Network Services**

ACCEPTED AND AGREED:

Date: 5-3-2019

Signature: Rahul Gaikewad

Print Your Name: Rahul Gaikewad

Enclosures: Compensation Annexure.
Confidential Information Agreement.
Arbitration Agreement.
Non-Solicitation and Non-Compete Agreement.
Additional Provisions.



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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 employees are eligible to elect healthcare coverage for themselves and eligible dependents effective on the first day of Secondment with Tech Mahindra Americas Inc. Healthcare coverage 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 employee. TMA Medical plans are through a PPO (Preferred Provider Organization) by Aetna Life Insurance Company. Dental Insurance Plans are through Delta Dental and Vision Plans are through VSP. See Appendix I for additional information on co-pays, deductibles and co-insurance.

As mandated by the Affordable Care Act, everyone in the United States must have health care coverage. 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 Secondment. You will receive the enrollment details from our service provider via email within a week of joining, and they can be contacted at (844) 316-6131 or TechMahindra@MMAMarketLink.com for any questions.

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 – Employee only plan and your portion of the premium will be deducted from payroll.

BASIC LIFE INSURANCE AND AD&D:

Regular, full-time employees 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 employees are automatically enrolled in both life insurance & AD&D coverage. Employees 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) - PAYFLEX:

Employees who select the Bronze Plan or the Silver Plan for medical coverage may open a Health



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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) allow 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 budget and pay for these kind of expenses with pre-tax dollars. There are two types of FSAs that are available: a Limited Purpose Health Care FSA and a Dependent Care FSA.

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 \$2,600 per year into a Limited Purpose Health Care FSA. 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. If you are single or married and filing a joint income tax return, you may fund your Dependent Care FSA each year with up to \$5,000 deducted from your pay on a pre-tax basis. If you are married and filing an individual tax returns, you may direct up to \$2,500 into a Dependent Care FSA each year. 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 he/she is injured and cannot work for a period of time longer than 6 days. This coverage provides eligible employees with up to 66.67% of base pay in the event of a qualified disability which renders the employee 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. STD claims may be filed online at www.guardiananytime.com, by fax to (610) 807-8270, or emailed to group_std_claims@glic.com

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. LTD claims may be filed online at www.guardiananytime.com, by fax to (610) 807-8270, or emailed to group_ltd_claims@glic.com

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:



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Unum's **accident insurance** can pay benefits based on the injury you receive and the treatment you need, including emergency-room care and related surgery. The benefit can help offset the out-of-pocket expenses that medical insurance does not pay, including deductibles and co-pays. Family coverage is available.

Unum's **group critical illness insurance** can help protect your finances from the expense of a serious health problem, such as a stroke or heart attack. You choose a lump-sum benefit that's paid directly to you at the first diagnosis of a covered condition.

Hospital Indemnity insurance pays a cash benefit for a hospital confinement. This benefit is payable directly to you and can keep you from withdrawing money from your personal bank account (or Health Savings Account) for hospital –related expenses.

VACATION:

The Company provides paid vacation to regular, full-time employees. Employees accrue 10 days (accrued at 0.83 days per month) of paid vacation. Applicable leave is calculated from the date of joining. Please refer the Associate handbook for carry forward and cash out details.

HOLIDAYS:

All employees are eligible for seven (7) paid holidays and 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. For company holiday detail go to <https://hr.techmahindra.com>

SICK LEAVE:

The Company offers paid sick leave to regular, full-time employees. Associates are allotted two (2) days per year and up to Nine (9) days in certain states. The Company does not pay employees for unused sick leave upon separation. Refer to the Annexure 2 on the associate handbook for state detailed entitlements.

BEREAVEMENT LEAVE:

Three paid working days are allotted to regular, full time employees in the event of a passing in the immediate family. Immediate family is classified as: Spouse, children and Associates Parents.

JURY DUTY/WITNESS LEAVE:

A maximum of 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 allotted 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.



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401 (k) SAVINGS PLAN:

Employees 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). The plan imposes a lower limit on employees defined as Highly Compensated Employees (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 employee deferral in the 401k plan is governed by the IRS limits specified for the plan year.

The Company does not provide a matching contribution. Employees may enroll in this plan after six months (180) days of service by reaching out to - 401-k administrator at: 4K0T7408@TechMahindra.com

COMMUTER BENEFITS:

Commuter Benefit Plan is only applicable for associates located in New York City, Washington D.C. or Bay Area. Employees can set aside up to \$255/month on a pre-tax basis from their paycheck (amount can be adjusted on monthly basis if necessary). A Maximum of \$255/month can be used irrespective of balance in account. Associates can enroll/change their elections by logging on to www.MyMarketlink.com/TechMahindra. Request for changes to election must be submitted by 15th of the month for the change to be effective by 1st of the following month. For further information please refer to the Commuter Guidelines located in the Associate Handbook.

MOBILE TELEPHONE/INTERNET ENTITLEMENT:

Mobile and internet reimbursement is applicable for employees at IBG head's discretion depending on the business need. You will need to submit a claim in PACE-FIN and provide invoices within 2 months of the invoice date (Any claims submitted after 2 months of invoice date will be denied). For a full list of Mobile/internet eligibility and guidelines please check the Associate Handbook.

EMPLOYEE ASSISTANCE PROGRAM:

The Employee Assistance Program provided through Guardian is available for employees at no cost. The EAP, which is a professional, confidential counseling service with WorkLifeMatters. WorkLife Matters provides guidance for personal issues that you might be facing and information about other concerns that affect your life, whether it's a life event or on a day-to-day basis.
For more information visit:

www.ibhworklife.com

User name: Matters

Password: wlm70101

Phone: 800-386-7055

RELOCATION WITHIN THE UNITED STATES:

Relocation benefit is 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 which is 50 miles or more from the existing work

location of the employee post joining or location as captured in the application form for a new joiner. For more detail on relocation with the United States the policy can be found on the US Associate Handbook found on the company intranet.

Depending upon the eligibility criteria, expenses for which you may be eligible for reimbursement include travel to new location for yourself and applicable family members (spouse and children) via air, personal car or rental car, transportation of goods and movement of one vehicle within the United States. Employee will also be eligible lease breakage which would be payable up to a maximum of two (2) month's rent amount. In case the lease breakage charges are incurred is higher than 2 months, the associates shall be entitled to an additional 50% of the balance payable with the IBG Head approval.

Goods Transport Eligibility for Associates who are Single or With Family:

If associates current status is: Single

| | | Option 1* | | Option 2* |
|------------------------|-----------------|-------------------|---------------------------------|---|
| | | Movement of | | |
| Distance (in miles) | Airfare or Road | Goods (in USD) | Car (in USD) | Allowance (without bills) in USD |
| | | | | |
| 50-500 | Road | 625 | Mileage @ 50.5 cents/mile | 450 |
| 501-1000 | Airfare or Road | 875 | 400 | 600 |
| 1001-1750 | Airfare or Road | 1125 | 500 | 750 |
| 1751-2750 | Airfare or Road | 1375 | 600 | 900 |
| >2750 | Airfare or Road | 1625 | 700 | 1050 |

If associates current status is: With Family

| | Option 1* With Family | Option 2* |
|------------------------|-----------------------------|---|
| | Movement of | Allowance (without bills) |
| Distance (in miles) | Goods (in USD) | Car (in USD) |
| 50-500 | Airfare or Road Road | Mileage @50.5 cents/mile 750 |
| 501-1000 | Airfare or Road | 400 1000 |
| 1001-1750 | Airfare or Road | 500 1250 |
| 1751-2750 | Airfare or Road | 600 1500 |
| >2750 | Airfare or Road | 700 1750 |

***Option 1:** Individual expenses will be restricted to respective entitlements i.e. for movement of Goods,



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Car & thereby denoting the maximum amount payable under each head of expense. An associate cannot utilize entitlement under one head of expense for another. For example: if an associate does not have a car the overall limit will be reduced to the extent of amount payable for movement of car.

****Option 2:** *For expenses incurred without any bills, an allowance as mentioned against the distance traveled can be claimed, however the same will taxable & liability arising out of it will be borne by the associate under this the lease breakage policy.*



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Appendix I

Healthcare Insurance Plan – Benefits

| Services | Gold Plan | | Silver Plan | | Bronze Plan | |
|---|---|--|--|--|--|--|
| | In-Network | | In-Network | | In-Network | |
| HSA Compatible HDHP? ¹ | No | | Yes | | Yes | |
| Deductible Individual / Family | \$800 / \$2,400 | | \$1,350 / \$2,700 | | \$3,000 / \$6,000 | |
| Coinurance (after deductible) Plan pays You pay | 85% 15% | | 80% 20% | | 70% 30% | |
| Out-of-Pocket Maximum ² Individual / Family | \$2,000 / \$6,000 | | \$2,700 / \$5,400 | | \$5,000 / \$10,000 | |
| Preventive Care Preventive Exam / Immunizations Routine GYN Exam / Pap Routine Mammogram | 100%, deductible waived | | 100%, deductible waived | | 100%, deductible waived | |
| Doctor's Office Visits Office Visit (General Practitioner) Specialist Office Visit | \$25 copay \$40 copay | | 90% after deductible 90% after deductible | | 70% after deductible 70% after deductible | |
| Diagnostic Services Outpatient Laboratory / Pathology Outpatient X-ray / Radiology MRI / CT Scan | 85%, deductible waived | | 80% after deductible | | 70% after deductible | |
| Emergency Medical Care Emergency Room (facility) Ambulance Urgent Care Center | \$50 copay, then 85% of balance 85% after deductible \$25 copay | | 80% after deductible 80% after deductible 80% after deductible | | 70% after deductible 70% after deductible 70% after deductible | |
| Hospital Care Inpatient Hospital Services Outpatient Surgery | 85% after deductible 85% after deductible | | 80% after deductible 80% after deductible | | 70% after deductible 70% after deductible | |
| 8% Weekly Payroll Deduction ³ Associate Only Associate Plus Spouse Associate Plus Child (rm) Associate Plus Family | \$59.08 \$141.69 \$127.85 \$212.77 | | \$29.54 \$66.46 \$64.15 \$97.85 | | \$4.62 \$28.62 \$25.85 \$42.92 | |

¹ Health Savings Account (HSA) / High Deductible Health Plan (HDHP). A HDHP is a health insurance plan that meets IRS requirements (deductible, out-of-pocket and first dollar coverage), making it eligible for a tax-favorable HSA account.

² The out-of-pocket maximum includes deductible, copays and coinsurance amounts. ³ Tobacco Surcharge (\$23.08/pay) and/or Spousal Surcharge (\$23.08/pay) may apply. If you are currently a tobacco user but successfully complete a tobacco cessation program during the year, contact the HR Department to re-certify.

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| Services | Delta Dental | | | |
|---|--|---------------------------------------|--------------------------------------|--|
| | Premier Plan (In-Network) | Standard Plan (In-Network) | Savings Plan (In-Network) | |
| Deductible Individual Family | \$25 \$75 | \$50 \$150 | \$50 \$150 | |
| Calendar Year Maximum | \$2,000 per person | \$1,500 per person | \$1,000 per person | |
| Diagnostic & Preventive Office visits, Teeth Cleaning, X-ray, Sealants | 100% | 100% | 100% | |
| Basic Services Fillings (Restorations), Extractions, Oral Surgery, Root Canals, Endodontic, Periodontics | 90% | 80% | 80% | |
| Major Services Inlays, Onlays, Crowns, Prosthodontic Services, Dentures, Bridges | 80% | 50% | 50% | |
| Orthodontia Eligibility Lifetime Maximum | 50% \$2,000 | 50% \$1,500 | Not Covered N/A | |
| BI-Weekly Payroll Deductions Associate Only Associate Plus Spouse Associate Plus Child(ren) Associate Plus Family | \$11.40 \$15.42 \$15.26 \$23.12 | \$5.12 \$8.85 \$8.75 \$14.43 | \$2.72 \$5.43 \$5.35 \$8.15 | |

| Services | VSP | | |
|--|---|--|--|
| | Premier Plan (In-Network) | Standard Plan (In-Network) | |
| Annual Copayment Examination Materials | \$10 copay N/A | \$10 copay \$10 copay | |
| Examinations Frequency Benefit | Once every calendar year 100% after \$10 copay | Once every calendar year 100% after \$10 copay | |
| Lenses Frequency Benefit Single Vision Bifocal Vision Trifocal Vision | Once every calendar year 100% 100% 100% | Once every calendar year 100% 100% 100% | |
| Contacts (in lieu of glasses) Frequency Benefit | Once every calendar year Covered up to \$200 for contacts; copay does not apply Contact lens exam (fitting and evaluation) up to \$80 copay | Once every calendar year Covered up to \$150 for contacts and contact lens exam (fitting and evaluation) | |
| Frames Frequency Benefit | Once every 12 months Covered 100% up to \$200 | Once every 12 months Covered 100% up to \$200 | |
| BI-Weekly Payroll Deductions Associate Only Associate Plus Spouse Associate Plus Child Associate Plus Family | \$2.60 \$3.70 \$3.79 \$6.79 | \$2.33 \$3.39 \$3.39 \$6.07 | |

Offer Enclosures

| ANNEXURE – A (All figures in local currency) | | |
|---|----------------------------|--|
| NAME | Mr. Rahul Abasaheb Gaikwad | |
| BAND | U3 | |
| CITY | ORLANDO | |

| SALARY COMPONENTS | Local Currency Per Annum |
|--------------------------|--------------------------|
| HOST COUNTRY SALARY | 67,892 |
| FIXED PAY(A) | 67,892 |
| | |
| | |
| TOTAL GROSS SALARY (A+B) | 67,892 |

Notes:

- 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.

ACCEPTED AND AGREED:

Date: 5-3-2019

Signature: Raikulwad

Print Your Name: Rahul Gaikwad



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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 Secondment. 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 Secondment, 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



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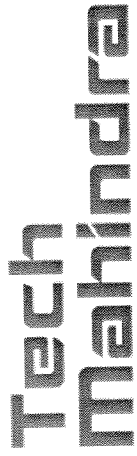
intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets expressly allowed thereby.

2 Return of Documents/Company Property. 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 Secondment, 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 Secondment or such earlier time(s) as the Employer may request.

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.

(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 Secondment, 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 Secondment) any other documents that Company considers desirable to provide evidence of (i) the assignment of all rights of Employee, if any, in any Inventions 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.



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(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.

TECH MAHINDRA (AMERICAS), INC.:

Date: February 24, 2019

Prernima Prasad

Printed Name: Dr. Poornima Prasad

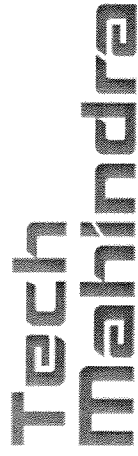
Title: Head HR – Americas & Network Services

EMPLOYEE:

Date: 5-3-2019

By: *Prernima Prasad*

Printed Name: *Prernima Prasad*



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Arbitration Agreement

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

Claims Covered by the Agreement

The parties agree that any claim, dispute, and/or controversy that either Employee may have against the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or the Company may have against Employee, arising from, related to (or having any relationship or connection whatsoever with) this Agreement, Employee's seeking Secondment with, Secondment by, or other association with the Company (including the arbitrability of any such claims), shall be submitted to and determined exclusively by binding arbitration, by a single arbitrator, under the Federal Arbitration Act and any other applicable state law. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on local regulation or ordinance, applicable state labor code, or any other local, state or federal law or regulation), equity, or otherwise, with exception of claims arising under the National Labor Relations Act that are brought before the National Labor Relations Board or claims that as a matter of law, may not be submitted to binding arbitration.

Claims not Covered by the Agreement

The parties further agree: (1) that class action and representative action procedures shall not be asserted, and do not apply, in any arbitration under this Agreement; (2) that neither will assert (and, in fact, specifically waive the right to assert) class action or representative action claims against the other in arbitration, and; (3) to submit only their own, individual claims in arbitration and not seek to represent the interests of others.

Arbitration Procedures

Nothing herein shall prevent Employee from filing and pursuing proceedings before the United States Equal Secondment Opportunity Commission or equivalent state agency (although if Employee chooses to pursue a claim following the exhaustion of such administrative remedies, such claim(s) will be subject to the provisions of this arbitration agreement). Further, this Agreement shall not prevent either party from obtaining provisional remedies to the extent permitted by state law either before the commencement of or during the arbitration process, including, but not limited to, injunctive relief from a court of law. Resolution of the dispute shall be based solely upon the law governing the claim(s) and defense(s) pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. Discovery in the arbitration shall be as limited as reasonably possible. The arbitration, including any hearing and record of the proceedings, will be confidential and shall not be open to the public unless all parties agree in writing or as otherwise required by applicable law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. As reasonably required to allow full use and benefit of this Agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings.

The arbitrator and the arbitration process shall be conducted pursuant to the rules of the American Arbitration Association ("AAA") and the AAA's then-current rules governing the arbitration of Secondment disputes, which can be located on the AAA's website, located at www.adr.org, or obtained by contacting the AAA at (888) 774-6904.



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PLACE OF ARBITRATION

The arbitration will occur at the nearest AAA office located to Employee's most recent address on file with the Company, or such other location as agreed to by the parties. The time limit for initiating a claim in arbitration is 180 days, unless a longer period is provided by state or federal law. Awards shall include the arbitrator's written, reasoned opinion unless otherwise agreed by the Parties.

COST OF ARBITRATION

Any up-front fees payable to the arbitrator(s) or like up-front fees shall be divided equally between the Parties unless otherwise agreed upon by the Parties or provided by the AAA rules, except that the cost to Employee for initiating such arbitration shall not exceed the cost for instituting a lawsuit in state or federal court. The prevailing party in any arbitration is entitled to, and shall be awarded, any fees and/or costs that would otherwise be available in state or federal court.

TIME TO FILE CLAIMS

In the event that a party files a lawsuit over a claim, the other party shall give notice of the existence of the Agreement and if the lawsuit is not dismissed within ten (10) days receipt of such notice, the party filing the lawsuit shall be liable for all costs and attorneys' fees incurred in dismissing the lawsuit and/or compelling it to arbitration.

This arbitration shall survive and remain in full force and effect following termination of this Agreement, Employee's Secondment, or any professional relationship or association between Employee and Company.

Date: February 24, 2019

TECH MAHINDRA (AMERICAS), INC.:

By:

Printed Name: Dr. Poornima Prasad
Title: Head HR – Americas & Network Services

EMPLOYEE:

Date: 5-3-2019

By:

Printed Name: Rahul Gaitwad

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 Secondment, 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 Secondment with the Employer and for one year after the effective date of the termination of Employee's Secondment 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 Secondment 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 Secondment 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 Secondment 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 Secondment 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 Secondment with Employer; or (ii) seek or accept any Secondment with any customer of Company for whom the employee performed services as a Company employee within the last twelve (12) months of Secondment 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 Secondment.

(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.

Date: February 24, 2019

TECH MAHINDRA (AMERICAS), INC.:

By:

Resingh Reddy

Printed Name: Dr. Poornima Prasad
Title: Head HR – Americas & Network Services

EMPLOYEE:

Date: 5-3-2019

By: *Rahul Gulkar*

Printed Name: *Rahul Gulkar*



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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 Secondment 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 unless it is in writing and signed by the Regional HR Head(or another authorized agent) of the Company.



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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 | **

Date: **February 24, 2019**

TECH MAHINDRA (AMERICAS), INC.:

Prerna Prasad

By:
Printed Name: Dr. Poornima Prasad
Title: Head HR – Americas & Network Services

EMPLOYEE:

Date: 5-3-2019

By: Prerna Prasad

Printed Name: Prerna Prasad

Address: _____



Tech Mahindra (Americas) Inc.

4965, Preston Park Boulevard,
Suite 500, Plano (Texas) 75093
United States of America

www.techmahindra.com

ADDENDUM 1 – CALIFORNIA EMPLOYEES

Notwithstanding anything to the contrary as contained in the Secondment, Invention Assignment, Arbitration Agreement and Post-Secondment Restrictions ("Secondment 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 Secondment 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-Secondment competition and/or solicitation contained in the Secondment 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 Secondment Agreement.

Date: **February 24, 2019**

TECH MAHINDRA (AMERICAS), INC.:

Printed Name: Dr. Poornima Prasad
Title: **Head HR – Americas & Network Services**

EMPLOYEE:

Date: 5-3-2019

By:
Printed Name: Dabhi Gankwad
Address: _____