

Dear Mr. SURESH Bhandari,

It is our pleasure to write this letter confirming our offer to depute you to the United States, under the following terms and conditions. Your title as a "TEST ENGINEER" **Band S Sub Band S-2** will continue as per official records. Any change to this effect based on your performance will be communicated to you in writing. The details of your assignment location, allowances and other matters, are set forth in the attached Annexure A. Please read this offer letter carefully and execute it at the end to signify your acceptance, subject to the formalities stated in Paragraph 29.

1. **Responsibilities:** You hereby agree to render all reasonable duties expected of an IT Professional and to perform your duties across all phases of Software Development Life Cycle (SDLC), including but not limited to analysis, design & development of software, testing, etc, to name a few. These services will be provided at locations designated by Mahindra Satyam and will include Mahindra Satyam's clients in the US or any part of the world as per business requirements. During your employment at Satyam, you shall devote your full abilities and time to the performance of all of your assignments, and you agree to comply with Satyam's existing and future policies and standards, as they may be amended and supplemented from time to time. During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of Mahindra Satyam. In your first week of employment with Satyam, you shall take the initiative to have your Key Result Areas finalized for your assignment as per the prescribed standards of Satyam. The signed-off document shall be submitted to the Human Resources Department no later than seven (7) days after joining Satyam, in the U.S.
2. **Working Hours:** You shall be present in the office during normal working hours as per Mahindra Satyam's policies. You shall provide details regarding the utilization of your time by entering the same into Mahindra Satyam's web-based electronic timesheets (Ontime) on a daily basis. In case you are attached to any project where the client may have requirements of recording specific time-efforts, you shall comply with such requirements in addition to complying with Mahindra Satyam's requirements.
3. **Compensation & Benefits:** Your salary will be paid bi-weekly at a rate of **USD 60338 (USD Sixty Thousand Three Hundred Thirty-eight Only)** per annum (**Details as per Annexure A**). In addition, you are eligible for benefits, including health insurance, dental insurance, disability insurance, and life insurance as per company policy. The above information only highlights the benefits that Mahindra Satyam currently provides to its employees. Each of the benefit's official plan documents govern the plans, and may be modified, changed or eliminated, with or without notice, at any time during your period of employment. If there is a difference between the highlighted plan and the plan documents, the official plan documents will control. You shall not disclose the terms of your remuneration to third parties including other employees of Satyam.
4. **Statutory Deductions:** Mahindra Satyam shall make necessary statutory deductions from your gross salary and directly pay on your behalf to the concerned federal and state agencies. In the instances where Mahindra Satyam is not under an obligation to make these deductions, you agree to make such payments to the concerned authorities and to promptly notify Mahindra Satyam of each such payment and its purpose.
5. **Insurance:** You and your immediate family, as applicable, will receive Health Insurance as per Satyam's


Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

insurance policy. If a service provider (e.g. an insurance company) refuses for any reason (whether under its own interpretation of the terms of the relevant insurance policy or otherwise) to provide the relevant benefits to you under the applicable plan, Mahindra Satyam shall not be liable to provide or compensate you for the loss of such benefits.

6. **Location of Work Assignment:** While employed with Mahindra Satyam, you may be assigned/re-assigned to projects in various cities within the United States from time to time. You may also be assigned to Mahindra Satyam offices or client locations outside of the United States. You will be covered under the company's relocation policy for reimbursement of any relocation expenses. Your refusal or inability to move to a new project/work site will be construed as a breach of your employment contract with Satyam.
7. **Transfer/Relocation:** You will be required to return to India or may be relocated to any other location (including any other country) upon completion of your assignment or at any time earlier depending on the business needs and exigencies of Satyam.
8. **Vacation Time:** Based on Mahindra Satyam's policy, length of service with the Company and your position, you are eligible to accrue Vacation Time at the rate of 10 (ten) days per year. You may carry over earned vacation hours from one "calendar year" to another, subject to maximum of 160 hours (i.e. 20 days) as of the 31st of December every year.
9. **Status Reports:** You will provide Mahindra Satyam with any reports that are deemed necessary, including time sheets, periodic summaries of your work-related activities and/or accomplishments.
10. **Confidentiality:** You acknowledge that you have signed the Covenant Against Disclosure (Confidentiality) and Covenant Not To Compete/Non-Solicitation ("Covenant"), which is incorporated into and made a part of this Agreement and is an integral part of the terms of your employment. In the covenant Agreement, you have agreed that confidential information shall remain the sole and exclusive property of Satyam, and that you shall not disclose Mahindra Satyam's confidential information to any person not authorized to receive such information. You are expected to maintain the utmost secrecy in regard to the affairs of Mahindra Satyam, its affiliates and its clients, and you shall keep confidential any data, information, instruments, documents, methodologies, tools, structure, business or trade secrets, formulas etc., relating to Mahindra Satyam and/or its clients that may come to your knowledge as an employee of Satyam, during the tenure of your employment with Mahindra Satyam and at any time thereafter. You shall execute and sign such other non-disclosure agreements as required by Mahindra Satyam or the client. You must return to Mahindra Satyam, upon request, and in any event, upon termination of your employment, all documents and tangible items, including all matters stored electronically in laptops, portable drives, discs or otherwise, which belong to Mahindra Satyam or which contain or refer to any confidential information and which are in your possession or under your control. You may not maintain a copy of any such matter in any form. You may not delete or destroy any such matter unless expressly instructed to do so in writing by Mahindra Satyam.
11. **Intellectual Property Rights:** You agree to disclose and assign any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of Satyam. No Intellectual Property Rights, rights to inventions arising out of your activities hereunder, ownership rights or exploitation rights, may be transferred or assigned by you to any other person, and all such rights and rights relating thereto, shall be transferred to



Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

Mahindra Satyam in accordance with applicable law. You shall, as and when requested by the Company (at Company's cost and expense), assist the Company in perfecting the Intellectual Property Rights in any manner the Company deems fit, including assignments of all patents and patent rights.

12. **Exclusive Employment and Conflict of Interest:** During the term of your employment with Mahindra Satyam, you are not to take up any employment, profession, vocation or calling either by yourself or through partnership or any other form of association, subject to the exceptions that such restrictions will not apply to your hobbies like contributing articles to technical and other publications, music, photography, sports and other similar activities. You are also restricted from prosecuting any activities that will create conflict of interests to your employment and / or work with Satyam. However, this does not preclude your holding up to 5% of any class of securities in any company which is quoted on a recognized Stock Exchange. Membership in the board of directors or supervisory board of other enterprises shall be subject to the Company's prior written consent.
13. **Non-Solicitation/Non-Compete:** You acknowledge that you have signed Covenant Against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is a made a part of this Agreement., and that it constitutes an integral part of the terms of your employment, , including your initial offer of employment.. In the covenant, you have agreed that during your employment and for a period of one year following termination of your employment for any reason whatsoever
 - (a) you will not compete with Mahindra Satyam by joining a competitor,
 - (b) you will not interfere with its business relations, including but not limited to soliciting or providing services to any of Mahindra Satyam's clients, directly or indirectly except as directed by Mahindra Satyam in writing
 - (c) you will not be employed by a client of Mahindra Satyam for which you performed services while employed by Mahindra Satyam, and
 - (d) you will not solicit or induce Mahindra Satyam employees to join a client or to compete with Mahindra Satyam,
 - (e) you will not solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with Mahindra Satyam and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and Mahindra Satyam all of which are in violation of the terms of the Covenant. In the event that a court finds you in violation of these provisions and issues an injunction, the injunction may cover the time period during which you were in breach and may extend for one year from the date of the injunction.
14. **Abandonment of Service:** You acknowledge and agree that your services and your assignment in the United States are crucial to Mahindra Satyam and its clients, and that any abandonment by you of your services and/or assignment under this Agreement will cause substantial and potentially irreparable damage and injury to Mahindra Satyam and its clients. You therefore understand and agree that if you abandon or terminate your services during your assignment under this Agreement before the assignment is completed such action will constitute a breach of this Agreement and you will be required, pursuant to this agreement, to pay liquidated damages for such breach as specified in Paragraph 22. Mahindra Satyam may also pursue other available legal, equitable and injunctive remedies against you in a court of law for such damages and injury.
15. **Change/Transfer of Immigration Status:** You understand and agree that you may not, without the written


Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

consent and approval of Satyam, seek any change or transfer of your immigration status in the United States. You are required to return to India on completion of your assignment under this Agreement and you shall not participate in any activity that would bring you in conflict with Mahindra Satyam or any authorities in the United States. You also understand and agree that if you attempt to change your immigration status from L-1 to H-1B or transfer your H-1B to another employer without the written consent and approval of Satyam, such an action will constitute a breach of this Agreement regardless of when your new status becomes valid, and you will be required to pay liquidated damages for such breach as specified in Paragraph 22. You acknowledge that a change or transfer of status without Mahindra Satyam's knowledge and written consent would cause Mahindra Satyam extensive damage, such as damage to client relations, excessive cost and expense, and loss of time on projects. Some of these damages could cause irreparable harm to Mahindra Satyam and money damages alone would not recompense Mahindra Satyam for such harm. Further, non-disclosure of change of status may also cause issues with your own status if you do not disclose this information to Mahindra Satyam in time and subject you to unauthorized employment. Therefore you agree that Mahindra Satyam may also pursue other available legal, equitable and injunctive remedies against you in court for such damages and injury.

16. **Other Required Agreements:** In addition to this Agreement, and as a condition of your employment, you acknowledge that you have understood, agreed to and signed the following agreements, which are attached hereto as Annexures and incorporated herein by reference:

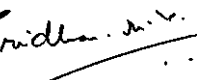
- . Annexure A - Salary Structure Agreement
- . Confidentiality Agreement.
- . Covenant Against Disclosure and Covenant Not to Compete
- . Assignment of Inventions Agreement.

17. **Period of Deputation:** The period of your deputation shall be the entire period required to complete all of the projects and assignments to which you have been assigned to and up to and including the date of your return to India. Upon the date of your return to India, your deputation to the United States will automatically come to an end, unless your deputation has been extended by Mahindra Satyam by mutual agreement by way of assigning you to another available service opportunity. At the end of your assignment in the United States, you will return to India and report to the parent Unit. You acknowledge and agree that your return to India is an essential obligation by you under this Agreement so that you may impart to Mahindra Satyam your knowledge and experience gained during the assignments and settle any accounts. Upon your return to India, your initial employment agreement (India offer of employment) with Mahindra Satyam will govern. Your period of deputation may be terminated at any time by Mahindra Satyam as provided in Paragraph 20 below.

18. **Start Date:** Your start date will be determined after your successful entry into the United States, pursuant to an endorsed visa on your passport and fulfillment of USCIS INS Form I-9 statutory requirement as well as the satisfactory completion of any other deputation requirements as necessary.

19. **Performance Review:** Your performance may be reviewed periodically as per Satyam's policies during such assignment(s) at onsite, and should you fail to meet Satyam's and/or the client's performance requirements, you may be recalled from the assignment and returned to India at Mahindra Satyam's own discretion.

20. **Governing Law and Jurisdiction:** This agreement shall be governed by and construed and enforced in



Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

accordance with the laws of the Commonwealth of Virginia without regard or application of its choice-of-law rules. The parties hereto agree and stipulate that this Agreement shall be deemed to have been entered into in the Commonwealth of Virginia. Any claim or cause of action arising out of or connected with this Agreement shall only be brought in the United States District Court for the Eastern District of Virginia, Alexandria Division (provided that a statutory basis for jurisdiction exists) or in either the Circuit Court or General District Court of Fairfax County, Virginia, and the parties hereto consent to submit to the personal jurisdiction of such courts, and waive all objections to such jurisdictions and venue.

21. **Termination:** You shall not, without the written consent and approval of Mahindra Satyam, terminate your employment under this deputation Agreement or seek any change or transfer of your immigration status, either on your own or through the sponsorship of another person or company. Mahindra Satyam may terminate your projects and assignments under this Agreement and require you to return to India at any time and for any reason, at which time this Agreement shall terminate. You must return to India by the date specified by Mahindra Satyam, which may not be extended except in writing by Mahindra Satyam. Should you fail to return to India upon completion of your assignment with Mahindra Satyam or earlier depending on company's business needs, Mahindra Satyam shall consider your failure to return to India as breach of contract and shall declare payable and immediately recover liquidated damages as specified in Paragraph 22. Mahindra Satyam may terminate your employment for cause with immediate effect. Cause includes, but is not limited to, non-performance, misconduct, misbehavior, insubordination, theft, fraud, abandonment, violations of law, violence, threats of violence harassment and/or discrimination of any type, towards any employee, client or contractor and/or any violation of Satyam's or its client's code of conduct. Upon termination of your employment for any reason, you agree that, in order to complete your duties hereunder, you shall, at the company's request, make yourself available to Mahindra Satyam upon reasonable notice for a period of one year to provide information about your services at Mahindra Satyam so that the company may benefit from your knowledge and experience.
22. **Liquidated Damages:** In order to fulfill your assignment, it will be necessary for Mahindra Satyam to make substantial efforts and incur expenses for your training, airfare, and relocation costs. In the event that you fail to complete your assignment, Mahindra Satyam will incur substantial damages. These may include the costs of your replacement, airfare, training, lost time on the job and other down-time, loss of client confidence and customer relations, failure to transfer knowledge, and loss of existing business and future business opportunities. In the event that you breach this Agreement by leaving a project or assignment before it is completed, and/or by changing or transferring your immigration status in the United States, without the written consent of Mahindra Satyam, and in violation of this Agreement, Mahindra Satyam shall declare immediately due and payable and shall recover from you, as liquidated damages, and not as a penalty, a fixed sum in the amount of \$25,000.00 (USD), which represents a reasonable amount in relation to the actual expenses incurred by Satyam, including, but not limited to, those referenced above.
23. **Attorneys' Fees:** In any action to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to liquidated damages and any other appropriate relief, all attorneys' fees, costs, and accrued interest incurred.
24. **Indemnification:** You shall indemnify, defend and hold Mahindra Satyam, its officers, directors, employees and agents, harmless from any and all claims, causes of action, damages, obligations or liabilities or any kind or nature arising out of or connected with any act or omission of yourself during the course of the employment with Mahindra Satyam and thereafter.



Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

25. **Mahindra Satyam Policies:** You are required to comply with all the policies as communicated to the associates of Mahindra Satyam from time to time. These policies are available in Mahindra Satyam's intranet. You are requested to visit the site frequently to obtain all updates/changes. By signing a copy of this letter, you are affirming that you will visit the intranet site and familiarize yourself with Satyam's policies and procedures. Mahindra Satyam reserves the right to interpret, enforce, modify, suspend or terminate any of its benefits, policy plans, programs, or procedures in accordance with its needs from time to time.
26. **Personal Indebtedness:** Mahindra Satyam shall not be responsible for personal indebtedness or other liabilities incurred by you, during employment with Mahindra Satyam. You understand and accept that you shall have no authority to pledge the credit of Mahindra Satyam to any person or entity without Mahindra Satyam's prior written authorization.
27. **Limitation:** Any claim by you against Mahindra Satyam arising out of your employment with Mahindra Satyam shall be made in writing and served upon Mahindra Satyam within six (6) months from the date of your termination. Any claim made by you beyond six months shall be waived by you and shall not affect or bind Mahindra Satyam with respect to such claim.
28. **Miscellaneous:**
- The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
 - If any provision of this Agreement shall be declared to be illegal or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect. To the extent that any provision of this Agreement is judicially determined to be unenforceable because the provision is overbroad or for any other reason, that provision shall be limited only to the extent required by applicable law to be enforceable and the Agreement shall be enforced as so limited.
 - This Agreement may be executed in counterpart originals, each of which shall be deemed an original.
 - You shall not, without Mahindra Satyam's prior written consent, accept or demand loans, gifts, other benefits, of promises thereof, from Satyam's clients or other persons with whom you have official or business contacts in the context of your activities for Satyam.
29. **Acknowledgement and Acceptance:** You represent and acknowledge that you are not subject to any contractual or legal restriction pursuant to an agreement with any prior employer which may prevent you from accepting this position as a Mahindra Satyam employee. This deputation agreement and the Annexures incorporated herein by reference contain the entire agreement and understanding between you and Mahindra Satyam with respect to the terms and conditions of your employment. No other promises, agreements or understandings, written or oral, not stated herein shall be binding unless it is in writing and signed by you and an authorized representative of Mahindra Satyam. If any term or provision of this Agreement is held to be unenforceable for any reason, this Agreement in all other respects shall remain in full force and effect. As a condition to your acceptance of employment with Mahindra Satyam, we require you to execute all Annexures (A through D, as listed in paragraph 15) copies of which are attached hereto and incorporated



Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

Date:18.03.2013



91730/IBFS/102623

herein by reference. Please read the agreements and feel free to review it with counsel of your choice. If you are in agreement with the terms of this letter, please sign the duplicate copy of the letter as evidence of your acceptance and return it to us within ten (10) days of the date of this letter, failing which, the offer will be withdrawn. This offer is contingent upon satisfactory completion of any pending reference /background checks, the Form I-9 statutory formalities, receipt of an executed copy of this deputation agreement, and executed copies of Annexures A through D.

Please feel free to contact us should you have any questions about this offer of employment. We wish you the very best in your assignment and hope that our relationship will be mutually beneficial.

Sincerely,
For **Mahindra Satyam**

A handwritten signature in black ink, appearing to read 'Sridhar Maturi', with a horizontal line underneath.

Sridhar Maturi
HEAD HR RELATIONSHIPS

Agreed and Accepted :

I have read and agree with the terms stated in this agreement, which supersedes and replaces all prior negotiations or agreements, whether written or oral. This agreement reflects the full and complete agreement between me and Mahindra Satyam on the subjects contained and referenced herein. My signature below constitutes a full and complete understanding of the terms and conditions contained in this agreement, including the Annexures incorporated herein by reference, and constitutes an acceptance of this offer of employment.

Signature:(**Mr. SURESH Bhandari**)

Satyam Computer Services Ltd

Registered Office:Infocity, UNIT-12, PLOT NO.35 & 36, Hitech City Layout, Sy No.64 Madhapur,
Hyderabad-500081 Tel: + 91-40-3063-6363 Fax: + 91-40-4022-4122

Date: 18.03.2013

ROW/Transfer/USA/91730

ANNEXURE - A
(All figures in local currency)

Name : **Mr. SURESH Bhandari**
Band : **S**
Sub Band : **S-2**
Location, City : **SIOUX FALLS, SD, SD**

Global Gross Salary Components	Per Annum
Host Country Salary ¹	43950
Home Country Salary ²	4165
Special Allowance	11223
Location allowance ³ (CoLA)	1000
Global Gross Salary	60338
Variable Compensation⁴ (amount specified is at 100% payout in INR)	
Variable Compensation	73900

Notes:

- 1.Host Country Salary:**This includes employer contribution of I.P.F.
- 1. Home Country Salary:** This component is equivalent to your annual India Basic Salary converted in overseas local currency.
- 2. Location Allowance:** Please note that Location Allowance is based on the base location where you are currently assigned and will change upon relocation as per policy. Mahindra Satyam reserves the right to amend the policy based on cost of living changes, including the continuation of the policy.
- 3. Variable Compensation** is governed by the provisions of Variable Compensation Policy
- 4. In addition to above,** Associates carrying Individual Revenue Targets will also be covered by the "Performance Bonus Policy". Pls. refer to Policy for details.
- 5. Mahindra Satyam reserves the right to amend the above policies including their continuation .**
- 6. Your salary details are strictly private and confidential and details as mentioned in this annexure shall not be disclosed to others.**



Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

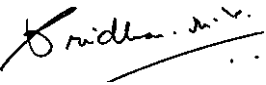
Satyam Computer Services Ltd
Info City, Unit-12, Plot No.35 & 36, Hitech City Layout, Sy No.64
Madhapur, Hyderabad-500081 Tel: + 91-40-3063-6363 Fax: + 91-40-4022-4122

Date: 18.03.2013

ROW/Transfer/USA/91730

ANNEXURE - B

ID Number : 91730
Name : Mr. SURESH Bhandari
DOJ : November 04 , 2010
Unit : IBG BFSI
Project : Citi Bank North America
Client : Citi Bank North America
Duration of the Project : 3 Years
Band : Band S
Sub Band : Sub Band S-2

A handwritten signature in black ink, appearing to read 'Sridhar Maturi'.

Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

Date: 18.03.2013

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ANNEXURE - C

Site Commencement Form: You are required to complete the Site Commencement Form on your first date of joining at onsite as per the instructions set forth in the Airborne orientation kit. Site Commencement Form should indicate the date of reporting and not the date of landing unless both are the same.

Payroll: You are required to update your bank details in web pay as soon as you set up a bank account. You are also required to update your onsite work location in finance helpdesk portal on e-support. You will be paid your onsite salary effective from the date you report for work to the office or workplace, as applicable. Salary for the transit period will be paid at offshore

Salary Advance: You will be entitled to a salary advance for travel from India to the U.S as per the applicable Policy. The advance would be provided to you prior to your departure from India and will be recovered from your onsite salary as per the applicable policy as signed and acknowledged by you in the salary advance form or while raising a travel plan on the e-support portal.

Relocation Expenses: You will be reimbursed for expenses incurred towards Accommodation for the first 14 days and Conveyance for the first 10 working days only (from the date of landing) on provision of bills as per policy. You are required to submit the bills within one month of completion of the 14 days period as per the relocation expense policy.

Performance Review: Your annual performance review will be through the PCMS tool and will be triggered by your Unit HR from offshore at the appropriate time. Please contact your Unit HR for any clarifications.

Site Closing Form: You must always complete a Site Closing Form when relocating within or outside the U.S.S. to any other country. The completed form must be sent to Relocation_US@mahindrasatyam.com This form MUST be completed to ensure that the proper legal formalities are followed such as the Labor Condition Application (LCA). Failure to do so will have severe legal repercussions on your status as well as impact on your COLA (cost of living allowance) amount.

Tax Related queries: For any tax related queries, you are requested to visit the IRS website at www.irs.gov or local tax consultant. Please review the material in your Airborne packet for references to tax consultants.

Insurance related queries: If you opt for health insurance, it will be active from your date of joining at onsite. For any Insurance related queries please contact Benefits_US@ mahindrasatyam.com.

Return to Base Location: On your return to base location your compensation and designation shall be advised appropriately by your Unit HR as per the Corporate Guidelines. Your salary in base location shall resume only after you report to your Unit HR.


Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

Date: 18.03.2013

ROW/Transfer/USA/91730

Confidentiality Agreement

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

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

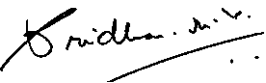
1. Information of a business nature such as marketing, underwriting, employee customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
2. Computers/software programs and associated documentation and material which are propriety to Mahindra Satyam or which Mahindra Satyam is under an obligation to prevent this disclosure.
3. Information from Mahindra Satyam's vendor and supplier which is confidential, propriety or copyrighted.
4. I hereby agree that :
 - . The confidential information shall remain the sole and exclusive propriety of Mahindra Satyam and I shall regard it as confidential and secret information.
 - . The confidential information is the property considered to be the trade secrets of Mahindra Satyam because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time , effort, money, and /or creative skills of Mahindra Satyam
 - . The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Mahindra Satyam.
 - . I will not, during and after my employment at Mahindra Satyam, publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Mahindra Satyam to receive such information.
 - . I will not copy any confidential information for any purpose except with the express consent of the Mahindra Satyam officials. In the event of relocation, transfer, termination for any reason (with or without cause), including breach of contract cases, Mahindra Satyam at any other time at Mahindra Satyam's request, I agree to return promptly to Mahindra Satyam, all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulas, computer programs and associated documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Mahindra Satyam, which in any way were obtained by me during my employment at Mahindra Satyam, which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Mahindra Satyam upon termination of my employment.
 - . This confidentiality agreement will continue to be in effect after the termination of my employment with Mahindra Satyam.

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

Name:

Signature:

Date:



Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

Date: 18.03.2013

ROW/Transfer/USA/91730

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

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

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

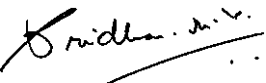
2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

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

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

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

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



Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

Date: 18.03.2013

ROW/Transfer/USA/91730

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

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

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

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Employee, the Non-Compete Period shall be extended on a per diem basis for the period that Employee is in breach.

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

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

Covenant Not To Compete: I hereby covenant and agree as a part of and ancillary to this Agreement that for the two years period following the termination of my employment with Mahindra Satyam (irrespective of the reason for or such termination),



Sridhar Maturi
HEAD HR RELATIONSHIPS

Mr. SURESH Bhandari

Date: 18.03.2013

ROW/Transfer/USA/91730

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

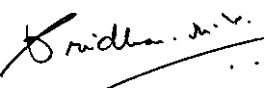
(b) I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either employee, agent or consultant, with any customer of Mahindra Satyam's for which I am providing services on behalf of Mahindra Satyam that are competitive with the products and services available to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

I accept and agree that the above covenants (a) and (b) are reasonable restrictions imposed with an objective to protect Mahindra Satyam's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Mahindra Satyam's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Mahindra Satyam for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Mahindra Satyam would incur upon such breach...

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

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



Sridhar Maturi
HEAD HR RELATIONSHIPS

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8. **Damages and remedies:** I acknowledge and agree that if violate this Agreement, Mahindra Satyam may take legal action against me as follows: (1) Mahindra Satyam may take legal action in the court specified below in Paragraph 13 for the liquidated damages specified in Paragraph 6 above and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Mahindra Satyam, an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Mahindra Satyam shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

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

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

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

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

13. **Choice of Forum:** The parties submit to the jurisdiction and venue of either (1) the Circuit Court for the County of Fairfax, State of Virginia or, if original jurisdiction can be established, the United States District Court for the Eastern District of Virginia or (2) any court of competent jurisdiction for equitable and injunctive relief, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

Executed this _____ day of _____, 2013

Signature

Print Name

For and on Behalf of
Satyam Computer Services Ltd("Mahindra Satyam")



Sridhar Maturi

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Title

Satyam Computer Services Ltd

Registered Office: Infocity, UNIT-12, PLOT NO.35 & 36, Hitech City Layout, Sy No.64 Madhapur,
Hyderabad-500081 Tel: + 91-40-3063-6363 Fax: + 91-40-4022-4122

