



To,

10-Sep-2012

Mr. Vittalk Kamkar
Bangalore

Dear Vittalk,

We welcome you to MindTree Ltd. and are confident that you will build a long and mutually rewarding career with us. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavor to succeed emanates from three key words – "Imagination, Action & Joy". In addition our Mission, Vision & Core values guide all our business transactions.

MindTree provides long-term career opportunities for every MindTree Mind. We sincerely hope that, you will grow with us and together we will build a memorable Institution.

Enclosed please find your employment letter and other relevant details.

Thanking You.

Yours truly,

Parthasarathy. N.S.
President and Chief Operating Officer



To,

10-Sep-2012

Mr. Vittalk Kamkar
Bangalore

Sub – Employment Letter

Dear Vittalk,

We are pleased to make an offer to you to join MindTree Ltd., at our **Bangalore** office as **Senior Engineer, Software** in competency C2. Your total cost to company will be **Rs.525,000/-** per annum (This includes 12% of Performance Bonus). You can get more details regarding performance bonus plan on joining. Details of the salary structure are given in the subsequent pages.

TERMS & CONDITIONS

This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time. Hence you are requested to contact the People Function for policies/rules/regulations, which are applicable to you. We expect you to keep the salary details confidential at all times.

NATURE OF EMPLOYMENT

This offer is made on the clear understanding that your employment is on whole time basis and that you will not undertake any other part time/full-time work, without the consent of the company. Also this employment is of continuous nature and does not entail any compensation for any overtime worked by you.

TRANSFER

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



RETIREMENT

The service in the firm is valid till the date of retirement (last day of the month of your sixtieth birthday). For this purpose the date of birth as declared in the application form will be treated as final.

METHODS

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the company, such developments will be fully communicated to the company and will remain sole right/property of the company.

CODE OF CONDUCT

MindTree has a code of conduct, confidentiality and non-compete agreements, primarily to address working standards and business interests. You will be requested to sign your acceptance and adhere to these norms once you join the company.

TERMINATION

Either party may terminate the appointment by giving the other party three months notice in writing. Also, the company may terminate your services with immediate effect by paying three month's salary and allowances, if any, in lieu of notice, even without assigning any reason thereof. Waiver of notice period is at the sole discretion of the company.

TAX IMPLICATIONS

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

BACKGROUND CHECK & REFERENCES

We would be conducting a background and reference check on your employment details. Your joining us is contingent upon our obtaining a satisfactory report on the background check conducted by our approved agency relating to employment, experience, work history etc



RELEVANT EXPERIENCE

As per our interview panel's recommendation, we are considering 25 Months out of your total experience to be relevant to the business of our organization.

On the date of joining MindTree, your experience from the date of this offer letter till the date of relieving from your current employer will be added to your total & relevant experience subject to validation of relevance of experience during Background Check Process.

VALIDITY OF THE APPOINTMENT LETTER

This letter is valid for a period of ten days from the date mentioned in this offer. You are requested to sign the enclosed copy and submit to us before the end-date as token of acceptance of the offer.

We are confident that you will advance professionally and financially with MindTree Ltd., through your diligence and professionalism. We would appreciate your acknowledging the receipt of this letter and acceptance of this offer within ten days from the date mentioned in this letter, failing which the employment letter stands void.

Yours sincerely,
For **MindTree Ltd.**,

Parthasarathy. N.S.
President and Chief Operating Officer

Acceptance

I, Vittal Kamkar agree to accept the employment on the terms and conditions mentioned in this appointment letter and the annexures. I hope to join MindTree Ltd. on Sep 18 2012.

Name

VITTAL KAMKAR

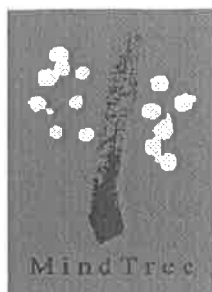
Signature

Date

Sep 15 2012

Place

Bangalore



Compensation Stack

Name : Vittalk Kamkar
Competency : C2
Designation : Senior Engineer, Software

The detailed break up of your CTC components is given below (*all figures in INR*)

Basic	:	131,256
FEP	:	295,488
Provident Fund	:	15,756
Gratuity	:	6,300
Insurance Benefits *	:	12,000
Emergency Medical Fund	:	1,200
Annual Gross	:	462,000
Performance Bonus ** (Maximum of 12% of Cost to Company)	:	63,000
Annual Cost to Company	:	525,000

*** Insurance Benefits:**

- Premium towards Group Medical Coverage (GMC) for self and family. The maximum coverage under GMC is Rs. 300,000/- per annum per family.
- Premium for Group Term Life (GTL) cover for self upto Rs. 750,000/-.
- Premium for Group Personal Accident cover for self upto Rs. 750,000/-.

****Performance Bonus:** The per annum maximum performance bonus is 12% of CTC.

TN/592630/12