



Date:28.08.2013

To

**Mr. Shankarananda Mp
Bangalore**

Dear Mr. Shankarananda,

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 - "Bright, Confident and Active". 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.

For Mindtree Limited.,

A handwritten signature in black ink that reads "Osborne Pereira". The signature is written in a cursive style and is underlined.

**Osborne Pereira
Vice President - Talent Acquisition**

Date:28.08.2013

To

**Mr. Shankarananda Mp
Bangalore**

Sub - Employment Letter

Dear Mr. Shankarananda,

We are pleased to make an offer to you to join Mindtree Ltd., at our Bangalore office as MODULE LEAD in competency C3. Your total cost to company will be Rs. 819,996/- per annum (This includes 12.00% 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 will conduct a background and reference check on your previous employment details. Within ten (10) days of the date mentioned in this offer letter, you are required to furnish documents regarding education, previous employment and any other documents that Mindtree may deem necessary for a background check. Our authorized partner, CRP Technologies (India) Ltd. will contact you in order to conduct the background check process and you are required to extend your cooperation to them in facilitating the process by providing relevant details or documents. Your joining us is contingent upon a satisfactory report on the background check relating to employment, experience, work history, etc., conducted by a Mindtree approved agency .

PERFORMANCE MANAGEMENT AND SALARY REVISION

You will have an anniversary based performance appraisal i.e. after 12 months from the date of joining. You will also be eligible to have a salary revision after the anniversary appraisal and will be effective the first day of the following quarter. From the second year, your performance appraisal and salary revision will follow the regular company cycle.



RELEVANT EXPERIENCE

As per our interview panel's recommendation, we are considering 45 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 EMPLOYMENT LETTER

This letter is valid for 10 days from the date mentioned in this offer letter. You are requested to reply to this offer before the expiry of 10 days from the date mentioned in this letter as token of acceptance of this offer. Post your acceptance, you are required to join us within 90 days from date mentioned in offer letter after which the offer of employment shall expire.

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.,

Osborne Pereira
Vice President - Talent Acquisition

Acceptance

I, Shankarananda Mp 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 _____.

Name

Signature

Date

Place

Compensation Stack

Name	Mr. Shankarananda Mp
Competency	C3
Designation	MODULE LEAD

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

Basic	204,996
FEP	476,340
Provident Fund	24,600
Gratuity	9,840
Insurance Benefits*	4,620
Emergency Medical Fund	1,200
Annual Gross	721,596
Performance Bonus ** (12.00% of CTC)	98,400
Cost to Company	819,996

* Insurance Benefits:

- Premium towards Group Medical Coverage (GMC) upto Rs. 300,000/- per annum for self and family. Family includes spouse and 2 dependent children. Parents policy & top up options are available and can be availed by paying the premium amount.
- Premium for Group Term Life (GTL) cover for self-up to Rs. 750,000/-.
- Premium for Group Personal Accident cover for self-up to Rs. 750,000/-.

** Performance Bonus: The per annum maximum performance bonus is 12.00% of CTC.