

Date:17-Dec-2020

To

Dhavaleaswarapu Venkata Sai Phanindra  
INDIA

Dear Dhavaleaswarapu Venkata Sai Phanindra,

**Sub: Offer of Training and Employment**

1. This has reference to the selection process for employment opportunity at Mindtree in the campus of Kalinga.
2. We take pleasure in informing you that you have been selected for appointment in Mindtree as an JUNIOR ENGINEER in the competency Level C subject to the following terms and conditions.

2.1. a) You should complete the Degree which you are now pursuing without any backlog (subjects where you have not obtained the passing marks) at the time of joining

b) Secure 60% aggregate in the degree. Aggregate is calculated as follows:

$$\text{Aggregate} = \frac{\text{(Total of marks obtained in all the subjects from the first to last semester)}}{\text{(Total of maximum marks in all the subjects from first to last semester)}}$$

$$\text{Aggregate \%} = \text{Aggregate} * 100$$

c) Provide a copy of the degree certificate or provisional degree certificate along with mark sheets of all semesters on your day of joining.

2.2. You shall initially undergo training at Mindtree, Kalinga, Bhubaneswar, Odisha and undergo Orchard Learning Programme conducted by Mindtree, Kalinga which helps you to transition to the Corporate world of technology solutions. The details of the programme are provided separately.

2.3. Your joining location would be Mindtree Kalinga, Bhubaneswar and joining date would be communicated in subsequent mails.

2.4. The period of Orchard is for about 60 days and on successful completion of the programme, you shall be deployed at a location as per the business requirement of Mindtree.

2.5. The other terms and conditions of your appointment at Mindtree is in Annexure - A. Besides, you will be governed by the rules, regulations and policies of Mindtree which will be in force from time to time.

2.6. You shall also execute a Service Agreement along with a surety undertaking to serve the Company for a minimum period of 24 months. Please go through the terms and conditions enclosed in Annexure A and also the terms and conditions stated in the specimen of the Service Agreement.

2.7. You shall bring with you the following documents at the time of reporting for Training at Mindtree, Kalinga, Bhubaneshwar, for completing the joining formalities.

- Signed Service Agreement in originals
- 10th, 12th and graduation (all semesters) mark sheets originals and 2 sets of photocopies
- Degree completion/provisional certificate originals and 2 sets of photocopies
- Pan card originals and 2 photocopies
- Aadhaar card originals and 2 photocopies
- Voter ID / Driving license originals and 2 photocopies
- 4 passport size photographs

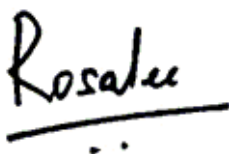
If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this offer within 5 days from the date of receipt of this mail and offer document.

If you have any questions or need any clarification, please do not hesitate to contact us at [campus@mindtree.com](mailto:campus@mindtree.com).

We wish you a long and successful career with Mindtree.

I personally look forward to working with you soon.

Thank you,  
**For Mindtree Limited**



**Rosalee M Kombial**  
**Vice President-People Function**

**Enclosed: Annexure to your Offer of Employment**

**Acceptance of the offer**

I, Dhavaleaswarapu Venkata Sai Phanindra, agree to accept the employment on the terms and conditions mentioned in this Offer of Employment and the annexure.

Your Signature	
Your Name in Capital letters	DHAVALEASWARAPU VENKATA SAI PHANINDRA

**Annexure 1**

**Compensation stack during the Orchard Learning Program (from the date of joining till the date of confirmation)**

**Name : Dhavaleaswarapu Venkata Sai Phanindra**

**Competency : C**

**Designation : JUNIOR ENGINEER**

**Stipend : INR 21,100 per month.**

Payment will be after deduction of below amount from the monthly stipend:

- **INR 6000** per month covering for accommodation on twin share basis on a subsidized cost (excluding food expenses )
- Food expenses will have to be borne by you.
- Premium for Insurance which is **INR 550 per month.**
- Applicable taxes like Professional tax and Income tax, prevailing at the time of pay out.

You will be covered for Insurance benefits as prevailing at the time of joining. The following are the coverage for 2020 - 2021 for your reference. You will get more details on joining.

- Group Medical Coverage (GMC) for you and your family. The standard coverage under GMC is INR 400,000 per annum per family. Family means your spouse and children (up to 2 children). Parents/Parents-in-law or siblings or any other relationships are not covered.
- Group Term Life (GTL) coverage for you and is up to INR 2,000,000.
- Group Personal Accident (GPA) coverage for you and is up to INR 1,500,000.

More details will be provided at the time of joining.

**Annexure 2****Compensation stack effective from the date of confirmation****Name : Dhavaleaswarapu Venkata Sai Phanindra****Competency : C****Designation : JUNIOR ENGINEER**

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

Basic	180,000
HRA	44,520
Provident Fund	21,600
Gratuity	8,640
Insurance Benefits*	6,600
<b>Annual Gross</b>	<b>261,360</b>
Bonus**	35,640
<b>Annual Cost to Company</b>	<b>297,000</b>

\*The Insurance coverage provided to you at the time of joining will continue on your confirmation, as per the prevailing insurance policies at the time of your confirmation. The premium for standard coverage is part of your CTC.

Additionally, you will be provided with the following options for enhancing your coverage under GMC.

- You will be given an option to increase the coverage from INR 400,000. Top up options with additional/higher insurance coverage are available as per policy. If you opt for this, the additional premium for the increased coverage will be deducted from your salary on a pro-rated basis.
- You will be given an option to cover your Parents or Parents-in-law. If you opt for this, the additional premium for the parental coverage will be deducted from your salary.

More details on these options will be provided to you at the time of your confirmation.

\*\*The bonus component per annum is 12% of CTC. This amount is guaranteed and will be payable to you in equal monthly installments. The amount thus payable is inclusive of bonus, if any, as per the Bonus Act, 1965 and amendments thereto.

The structure of CTC shown above is indicative and by the time of your confirmation, there could be changes in the structure arising out of changes in the Income tax rules or Insurance or organization wide compensation philosophy changes. However, the CTC amount will be protected i.e., will remain the same.

## Annexure - 3

### Terms and conditions of the Offer of Training and Employment

1. All employees of Mindtree are referred to as Mindtree Minds. Mindtree Minds who join us from campuses are referred to as Campus Minds of the particular batch of **joining for convenience and identification**.
2. The term, 'the Company' refers to Mindtree Limited.
3. This letter contains broad terms and conditions of service governing this appointment which are subject to change from time to time **and shall have to be read along with the rules, regulations and policies of the Company**.
4. You are also bound by the terms relating to Non - Disclosure, Intellectual Property Assignment, Non-Solicitation, Confidentiality, Non-Compete agreement annexed hereto at Annexure 1 and 2, Service Agreement (Annexure 3) and Mindtree Code of Conduct. **You are requested to go through the documents carefully and understand the terms thereof before sending your acceptance.**
5. You are requested to contact the People Function for any clarifications on policies/rules/regulations, which are applicable to you. **Salary details are personal to you and you are expected to keep them confidential.** We expect you to keep the salary details confidential at all times.

### 6. Orchard Learning Program

- 6.1 On joining, you will be part of our Orchard Learning Program. The Orchard Learning Program will consist of new age methods that enable you with real world problem solving capabilities.
- 6.2 Orchard Learning Program spans for about 60 calendar days. However, the duration could be shortened or extended based on the business requirements and an individual's readiness for working on projects as determined by Mindtree.
- 6.3 The Orchard Learning Program is intensive and fast paced, requiring your focus and hard work, to learn effectively and demonstrate capabilities expected by Mindtree. You are required to ensure your 100% availability and undivided attention during the tenure of the program.
- 6.4 You will be continuously assessed and given feedback by experts throughout the learning program. you will be provided opportunities to demonstrate the acquired capabilities on skills such as communication, design, programming, problem solving, presentation and professionalism on engineering, business and social projects. You must clear a set of mandatory capabilities, as the qualifying criteria, for successful completion of Orchard Learning Program. The details of qualifying criteria will be communicated to you through a Learning Advisory Document .



separately. Your continued employment with Mindtree is subject to your meeting the qualifying criteria during and at the end of the Orchard Learning Program. If you meet the qualifying criteria for successful completion of the Orchard Learning Program, your employment with Mindtree will be confirmed through a written intimation shall be sent to you. If you do not meet the qualifying criteria, you will be asked to leave the services with no further assurances, risk or liability of Mindtree. Unless otherwise confirmed in writing, you will be deemed to be under the Orchard Learning Program.

## **7. Confirmation of Employment**

7.1 Upon confirmation, your designation will be JUNIOR ENGINEER and in the competency of C will continue. The date of confirmation is reckoned as the start date of service for all practical purposes, including statutory requirements. Date of confirmation is the start date used for provident fund, gratuity, tenure calculation for performance management cycle, increments, progression, vacation or leaves as per general policy, loans and other benefits etc.

7.2 The Service Agreement signed by your guarantor, witnesses and you is in effect from your date of joining.

7.3 All confirmations will be aligned to the 16th of the same month or 1st day of the succeeding month post successful completion of the Orchard Learning Program. For e.g. if you successfully complete the Orchard Learning Program any day between 1st to 15th during the month of September 2016, the date of confirmation will be 16-Sept-2016 or if you successfully complete the Orchard Learning Program any day between 16th to 30th of September 2016, the date of confirmation will be 01-Oct-2016.

7.4 The duration between the successful completion of the Orchard Learning Program and the date of confirmation is considered as part of the Orchard Learning Program.

7.5 On confirmation, your work location will be decided based on the business requirements. You are expected to report at your work location as advised.

7.6 Your joining may be revoked or your confirmation will be withheld, if any of the required joining formalities, for e.g., submission of all marks cards, degree certificates, Service Agreement etc., are not complied with.

7.7 Determination of adequacy and authenticity of the proofs submitted will be at the sole discretion of the Company.

## **8. Compensation and benefits**

8.1 During the Orchard learning program, you will be paid a stipend of INR 21,100 per month. Please refer Annexure 1 for details. On successful completion of the Orchard learning program, your employment with Mindtree confirmed. On confirmation, your total compensation would be INR297,000.00. Please refer to Annexure 2 for details. All payouts are aligned to salary payout, which is the last working day of the month, unless otherwise mentioned. Any payment will be after deduction of applicable taxes prevailing at the time of payout.

8.2 You will be covered under insurance from the date of joining, as detailed in Annexure 1.

8.3 You will be eligible for relocation benefits for the relocation from Mindtree Kalinga to your work location, as per the existing relocation policies for Campus Minds.

8.4 The performance management and career progression will be as per the existing policies.

8.5 You will not be eligible for any loans or advances during the Orchard Learning Program. You will be required to be on the rolls of the Company and not serving the notice period, for you to be eligible for sanction of loans and salary advance, payment of year-end payout component of bonus, compensation revisions, promotions etc. You will have to refund any amounts received by you when you are not entitled for the same.

8.6 Duration of unpaid vacations will not be considered while the Company is computing the tenure for benefits like gratuity, compensation revisions, promotions etc. which have a tenure eligibility Component, amongst other criteria.

## **9. Vacation and leave**

9.1 No leaves are allowed during the Orchard Learning Program except the statutory holidays and other Mindtree official holidays applicable to the Orchard Learning Program candidates in general.

9.2 Any absence during the Orchard Learning Program due to any grave personal emergency will be dealt on a case to case basis and will be considered as loss of pay and deducted from your stipend on pro-rata basis. Recovery of the amount towards loss of pay during the Orchard Learning Program may happen either during the Orchard Learning Program itself or the first month of confirmation or final settlement on cessation of employment, as the case may be.

**9.3 On confirmation, you will be eligible for leaves as per the general leave policy as in force in the Company from time to time.**



## **10. Termination of employment**

### **10.1 During Orchard Learning Program**

#### **a) Termination for cause**

Your employment with Mindtree will be terminated without any notice or stipend or compensation in lieu of notice in the below circumstances which you agree are reasonable and acceptable:

- Failing to meet the qualification criteria during the Orchard Learning Program assessment
- Unauthorized absence during the Orchard Learning Program
- Non-compliance to Mindtree integrity policy and other disciplinary expectations.

Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the learning sessions without valid reasons, being absent for assessments without prior permission, becoming insolvent, absconding etc. This list is only indicative and not comprehensive.

If Mindtree terminates your employment, for reasons other than your performance (meeting the qualifying criteria during and at the end of the Orchard Learning Program) and disciplinary grounds, you will be terminated from employment with immediate effect and return Mindtree assets immediately.

#### **b) Termination for convenience**

If you wish to terminate your employment during the Orchard Learning Program, you will be required to notify your resignation in writing. On acceptance of your resignation, you will be intimated about your relieving date and you are expected to comply with all separation procedures as listed in the Service Agreement and return of the Mindtree assets, within two working days.

## 10.2. After confirmation

### a) Termination for cause

Mindtree may terminate your employment, with immediate effect, without any notice or salary or compensation in lieu of notice, on disciplinary grounds, which may include any act of integrity violations. Examples of acts which cause termination on disciplinary grounds are employing unfair means during assessments, submitting fake bills for any reimbursements, submitting fake medical certificates, submitting fake documents, misuse of access cards, not being available in office without prior intimations and for unreasonable durations, not clearing background verification checks, misuse of Company assets, violation of Company policies & Code of Conduct, indulging in acts of sexual harassment, persistent irregularity in attending the office without valid reasons, becoming insolvent, absconding etc. This list is only indicative and not comprehensive. In event of termination due to such reasons, you agree that notice requirements shall not apply. In case of your unauthorized absence, without intimation or permission or prior sanction of leave, or being absent beyond the period of leave originally granted or subsequently extended, for a period of 10 working days or more, it shall be considered that you are no longer interested in continuing employment with the Company, in such a case, it shall be deemed that you have abandoned your services. In such an event, the management shall terminate your services without any notice or salary or compensation in lieu of notice.

### b) Termination for convenience

1. If you wish to terminate your employment, you will be required to give an advance notice of **three (3) months**, in writing to the company. If at your request, Mindtree agrees to relieve you before serving the full notice period, you will be liable to pay to Mindtree, the salary for the balance notice period along with other amount payable by you to Mindtree, including the amount mentioned in the Service Agreement if last date of employment is within 2 years from the date of joining. Both Mindtree and you agree that this amount is fair and legally enforceable in the event of any default from your side. Mindtree, at its sole discretion, may provide waiver on the notice period. If there is any failure to comply with the separation procedures within a reasonable time frame, then it will be handled as Termination on disciplinary grounds. If Mindtree terminates your employment, for reasons other than disciplinary grounds, you will be given an advance notice of three months, in writing.
2. If Mindtree decides to relieve you before the completion of the notice period, the salary for the balance notice period would be paid to you after adjusting the amounts payable by you to Mindtree.
3. Salary for the purpose of notice period means the two components of Basic & fixed components(as applicable), in your compensation at the time of termination of your employment.

### **10.3 Common guidelines to be complied with, on termination for any reason, and at any time of your employment**

- a) On termination of your employment for any reason, you shall comply with the Service Agreement, and with Mindtree's separation procedures, sign all required documents and return all Mindtree assets with you. Mindtree will not be bound to pay the final dues, if any, till you have completed all the separation procedures and returned all the payments that Mindtree may have due from you under any loans, liens, or borrowings you may have made.
- b) If there is any failure to comply with the separation procedures within a reasonable time frame, then it may be handled as termination on disciplinary grounds based on assessment of the circumstances.
- c) Mindtree, at its sole discretion, may extend the time frame of notice period for compliance.

### **11. Nature of employment**

11.1 The offer of appointment has been made on the basis that the declaration made by you during the selection process and subsequently at the time of joining are complete and correct and if it is found that you have concealed any information which have material bearing on your employment or you have made any wrong declaration, your employment may be termination without any notice, salary or payment in lieu of notice. **The Company reserves right to have your back ground check either directly or through an outside agency and by accepting the terms of appointment, your consent for the same is deemed to have been given.**

**11.2 The employment at Mindtree is exclusive and you shall devote your full time for discharging the roles and responsibilities entrusted to you. You shall not take up any employment part-time or full time for consideration or on honorary basis without the prior written consent of Mindtree either during Orchard Learning Program or after your confirmation.**

### **12. Other Agreements**

You may be required to sign necessary agreements with Mindtree and its clients as required and complete various formalities as per those agreements at the time of joining and during the tenure with the Company. You may also be required to sign other agreements with the Company, as the Company may decide from time to time, in order to secure the interests of the Company and also to ensure your performance and adherence to all terms, conditions, rules and regulations of the Company.

On the date of joining at Mindtree Kalinga Bhubaneshwar, you shall execute a Service Agreement. The Acceptance of terms and conditions of the offer of Appointment shall be deemed as your consent to execute the Service Agreement. You should read the Service Agreement and understand your obligations thereof before confirming the acceptance of this Offer. Please note that in the event that the terms and conditions of the Service Agreement are not acceptable to you, you should not accept this offer. The signing of the offer letter would be deemed a voluntary and fully evaluated decision to commit the Service Period mentioned in the Service Agreement.

### **13. Transfer**

13.1 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, regulations and policies, as may be in effect from time to time with respect to your function, grade or location where you work in.

13.2 On confirmation of your employment through the successful completion of the Orchard Learning Program, relocation from Mindtree Kalinga to the work location will be as per the existing relocation policy for Campus Minds.

### **14. Retirement and retirement benefits**

14.1 Subject to your confirmation after the completion of training at Kalinga, your service in the Company 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 for selection, will be treated as final.

14.2 Retirement benefits, i.e. Provident Fund and Gratuity, are effective from the date of confirmation.

14.3 Compliance will be as per the prevailing statutory requirements at any point of your employment with Mindtree.

### **15. Intellectual property**

If you conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the Company or an intellectual property in course of your training or work, such developments will be fully communicated to the Company and the Company will have the full ownership sole right/property of the same. You hereby assign all intellectual property rights and moral rights to Mindtree.

## **16. Mindtree's Code of Conduct and Policies**

16.1 Mindtree has a 'Code of Conduct' that is applicable during your stay at Mindtree's Global Learning Center at Mindtree Kalinga, Bhubaneswar, for the Orchard program as well as outside of Mindtree at any other Mindtree premises. The Code of Conduct also applies to your tenure with Mindtree after the completion of the training at Kalinga and your employment at Mindtree while at Mindtree location or at a Mindtree customer location.

16.2 You will be requested to sign your acceptance and adhere to these terms upon joining.

16.3 Any subsequent updates of the Policies and Code of Conduct shall automatically apply to your employment with Mindtree. You are required to keep yourself updated at all times of these Policies and Code of Conduct.

## **17. Tax implication**

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

## **18. Reimbursement of travel expense for joining Mindtree**

Expenses incurred by you for joining at Mindtree Kalinga will be borne by you and will not be reimbursed by Mindtree.

## **19. Personal Safety and conduct**

You understand that Kalinga is a residential facility and you shall accordingly upon leaving the campus for your outings or otherwise, have the responsibility of informing your family about your safety and whereabouts. While you are outside the Kalinga Campus or outside a Mindtree premise at your own volition, you shall be responsible for your conduct and personal safety. You shall indemnify Mindtree, its directors and employees from any claims, legal or financial arising out of your own actions or omissions or indulging in activities that endanger your personal safety and release Mindtree of all liabilities to you or your family arising from your acts or omissions.

## **End of Annexure 3**



**Mindtree**

A Larsen & Toubro Group Company

## Code of Conduct

### **Summary:**

Mindtree Minds are expected to follow a professional code of conduct and work ethics. The intent of this document is to lay the ground rules for professional and disciplined behavior in the office premises and/or at client locations. Mindtree cannot anticipate all situations that may arise during your employment. When in doubt about an appropriate course of conduct, please contact your supervisor or a People Function representative.

Your employment with Mindtree is subject to your acceptance of this Code of Conduct Procedure. All Mindtree Minds are required to read, understand and sign the Code of Conduct procedures when they are hired.

### **Objective:**

To define guidelines on the professional code of conduct and work ethics in the office premises and/or at client locations.

### **Eligibility/Applicability:**

All Mindtree Minds, Mindtree's clients, vendors, partners etc.

### **Code of Conduct :**

The policy details various scenarios under which Code of Conduct is monitored.

#### **1) Personal Interest v/s Mindtree's interest**

In day-to-day work scenarios, you could face situations where a possible course of action would advance your personal interests at the expense of the company. In such situations, you are expected to put the best interests of the company first. When in doubt, please check with People Function and/or your Manager.

#### **2) Use of proprietary or confidential information of third party**

You should not disclose to Mindtree, bring onto Mindtree's premises or induce Mindtree to use any confidential information that belongs to anyone other than Mindtree or yourself. You are instructed neither to make use of any confidential or proprietary information of a third party in the course of performing your job duties or services, nor include or incorporate any such information with or into any product or work that you create, design, or develop for or on behalf of Mindtree in the course of performing your duties or services unless you have the prior written consent of Mindtree. Reference to 'Mindtree' above includes Mindtree's clients, vendors and partners as well.

#### **3) Office for Profit**

Without the consent of Mindtree, you are prohibited from initiating or accepting any work as an Employee, consultant, adviser or as a member of board of directors of any other company. If you wish to seek approval for such outside work, please contact your People Function representative.



## 4) Vendor relationship

In your capacity as a Mindtree Mind or Consultant, neither you in the capacity of employee nor any of your immediate family members can be a vendor of Mindtree. You shall not accept advice, service, or gifts or presents in kind or cash from a vendor of Mindtree with a value greater than \$25. If you receive any gifts from a vendor with a value greater than \$25, or if a vendor engages in a pattern of offering you small gifts, please inform your reporting manager or ask People Function for guidance.

## 5) Using Mindtree's time and assets

You should not use Mindtree's or its customers' time or any of its assets for performing outside or personal work. In addition, you should not abet, entice, motivate, help, or coerce fellow employees to use such time and assets for outside or personal work that could reasonably be construed to have a detrimental effect on Mindtree.

## 6) Personal Relationship

Your spouse or any other member in your immediate family may be working with a competitor or vendor of Mindtree. This calls for extra-sensitivity to confidentiality of Mindtree's information as there is a possibility that the closeness in relationship could lead to inadvertently compromising Mindtree's interest. You are requested to be aware of the potential conflicts that might arise and inform the People Function accordingly.

If you are a member of an Enabling function such as People Function, Finance, IS etc you cannot have an immediate family member employed in another function/role in Mindtree, unless it has been explicitly approved by the head of People Function.

## 7) Equal Opportunity

Mindtree is an equal opportunity employer and makes employment decisions on the basis of merit. The Company seeks to have the best available individual(s) in every position. Mindtree prohibits unlawful discrimination based on race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by federal, state or local laws.

Mindtree is committed to complying with all applicable laws providing equal opportunities to individuals regardless of race, color, citizenship, religion, sex, national origin, age, disability, or family, marital or veteran status, or any other characteristic protected by law. This responsibility applies to all persons involved in the operations of Mindtree and prohibits unlawful discrimination by any Mindtree Mind, including supervisors and coworkers.

Mindtree prohibits taking negative action against any Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation. Any Mindtree Mind who retaliates against another Mindtree Mind for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

## 8) Dating/Romantic/Sexual Relationships

Mindtree recognizes that sometimes employees enter into personal relationships in the workplace, and this provision is not intended to prohibit such relationships. However, certain romantic or sexual relationships can interfere with the smooth operation of its business. Some of these relationships can also result in actual or potential disclosure of confidential or sensitive information and can have other detrimental effects. Mindtree reserves the right to determine when a relationship presents a problem in the workplace.



Without limiting its discretion to address problematic relationships or situations, Mindtree offers the following guidelines:

During working time and in working areas, employees must keep personal exchanges limited so that others are not distracted or offended, and so that productivity is maintained. During nonworking time, such as lunches, breaks and before and after work periods, employees may have appropriate personal conversations in non-work areas as long as their conversations and behaviors could not be perceived as offensive or uncomfortable to a reasonable person. Employees are strictly prohibited from engaging in conduct that would be deemed inappropriate by a reasonable person while on company premises, regardless of whether they are working at the time.

Mindtree generally considers employee off-duty conduct as private, as long as the conduct does not create problems within the workplace. Exceptions to this principle, however, involve 1) romantic or sexual relationships between supervisors and subordinates (regardless of the reporting structure) or 2) romantic or sexual relationships between any employee in the People Function or Finance departments and any other employee. Both employees involved in a relationship in either of these categories must immediately disclose to Mindtree the existence of a romantic or sexual relationship. Such required disclosure must be made in writing to People Function. People Function will provide an appropriate form upon request. Failure to make this disclosure may result in disciplinary action up to and including termination of employment. This disclosure will enable Mindtree to determine whether, given the relative positions of the individuals involved, action should be taken.

If Mindtree determines that action must be taken, it may ask one or both of the employees to transfer to another position, location, or project. If a transfer proposed by Mindtree is refused, or if Mindtree determines that the situation cannot be adequately addressed by transfer (or if Mindtree determines that transfer otherwise would not be in the best interests of Mindtree), Mindtree may terminate the employment of one or both employees. Mindtree has the sole discretion to determine whether a problem exists and how to address it. Accordingly, Mindtree is not limited to transfer and discipline/termination as its only options.

## 9) Personal Behavior

Mindtree expects all Mindtree Minds to be honest and fair in dealing with people, customers, vendors, competitors or others because you are the brand ambassador of Mindtree and your actions help to form others' impressions about Mindtree.

## 10) Breach of Discipline

As discussed above, Mindtree expects all Mindtree Minds to behave in a professional manner. Listed below are categories of inappropriate conduct that may lead to disciplinary action, up to and including termination of employment from Mindtree (This list is just illustrative and not exhaustive).

"Theft, fraud, forgery, embezzlement, misappropriation; dishonesty, harassment, indecent behavior, sexual advances, suggestive remarks, racial slurs, derogatory remarks/discrimination on - disability, veteran status, national origin, sexual orientation, race, color, religion, political affiliation, sex, or age. The list also includes forwarding/ viewing pornographic material at work or on work computers or other devices, willful insubordination, disobedience, absence without leave, habitually irregular attendance, neglect of work, willful damage of company property, disclosing/divulging trade secrets/confidential information/special processes/methodologies, unfair dealing with parties, false representation/misrepresentation, false recording/reporting of information, drunkenness, riotous behavior, commission of certain criminal offense(s), aiding or abetting any act listed herein, willful breach of law/rule / policy / guideline/procedure, working under the influence of alcohol or illegal drugs, creating/encouraging an offensive work environment, etc."





In the event Mindtree receives information suggesting that you may have engaged in any of the conduct described above, People Function personnel may require you to undergo necessary tests/assessments/inquiry as appropriate. You will be expected to cooperate in any investigation People Function or Mindtree management conducts or directs. Mindtree reserves the right to test Mindtree Minds for drug and alcohol use for cause or when a client requires testing.

## 11) Usage of Assets

As a Mindtree Mind, you will come in contact with the below mentioned assets as part of your job. You shall not disclose or divulge any of these assets without permission. You also shall not give false information, misinterpret or misquote any of these assets.

Information which can safely be construed as intellectual property or as copyrightable material includes the following -

- Product of ideas and hard work
- Confidential data
- Any business/functional plan
- Personal information
- Design
- Processes and know-how
- Any internal databases
- Patents /application
- Copyrighted material
- Methodologies, Services etc.

You will also ensure that company confidential information is not used for -

- Benefiting a third party,
- Having reciprocal dealings for personal benefits,
- Acquiring pirated, illegal unlicensed software,
- Receiving or giving extensive gifts/presents,
- Following any practices that lead to monopolies or restrict trade,
- Causing any violation of legal or statutory requirements, etc.

Please understand that unintentional disclosure of proprietary information can be just as harmful as intentional disclosure. Hence you are directed not to disclose Mindtree's confidential information to anyone (including fellow employees, if you are unsure of whether to divulge or not) unless otherwise required or permitted by law or directed by Mindtree management.



## 12) Workplace Etiquettes

Workplace etiquette and housekeeping of personal space is a discipline. You must keep your desk space area clean at all times and should put away any papers, books, files, stationery, etc. when you close work for the day. You must ensure that you maintain minimum noise levels at all times so as not to disturb others. Please be conscious of Mindtree's Green council policy while using company / customer provided resources like printers, stationery, etc.

All Mindtree facilities/ campuses are designated as non-smoking zones. If you wish to smoke at work, please make use of designated smoking areas only.

It is imperative to safeguard the assets (computers, telephones, LCD, etc.) of the company from dishonest, illegal or willfully negligent acts. It is a serious violation to remove any assets from the company or use for personal benefit.

## 13) Information Disclosure

As a Mindtree Mind, you are expected to maintain the confidentiality of Mindtree's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. If in doubt about whether a document or other information should be considered confidential, please contact your supervisor or People Function representative.

Mindtree Minds should not speak to the media on Mindtree's behalf without contacting company spokesperson/public relations personnel. All media inquiries should be directed to them.

You must be aware that Mindtree subscribes to the provisions and guidelines of security controls as defined under ISO 27001 in the current form and with any subsequent changes. In Mindtree, you are expected to adhere to the defined compliance under the security policy. Any breach of information security controls may result in disciplinary action up to and including termination of employment.

## 14) Information privacy

For privacy related rights please refer to the Data Privacy Policy available in People hub and <https://www.mindtree.com>.

## Agreed and Accepted

**Signature :**

**Name :**

**Date :**