



03-Jul-2022

**Shalini R**  
**INDIA**

Dear Shalini R,

1. This has reference to the selection process for apprenticeship opportunity at Mindtree.
2. We take pleasure in informing you that you have been selected as an APPRENTICE in Mindtree.
3. You shall initially undergo Orchard Learning Programme conducted by Mindtree, which helps you to transition to the corporate world of technology solutions.
4. You will also be required to enroll for the Mindtree sponsored M-Tech Program by Birla Institute of Technology & Science, Pilani.
5. Mindtree has training centers in Bangalore, Hyderabad, Chennai, Pune, Noida and Kolkata. Based on the preference expressed by you during the selection process, you shall initially undergo training at Mindtree training center in Bangalore (Orchard Learning Programme), which helps you to transition to the corporate world of technology solutions. The details of the programme and the specific address of the training location in Bangalore will be provided separately closer towards the joining date. Mindtree reserves the right to change the training campus location based on business needs prior to or during your training period.
6. The period of Orchard Learning Programme is about 90 days and on successful completion of the programme, you shall be deployed at a location as per the business requirement of Mindtree. However, the exact duration and nature (either virtual or in-person) of the training program may vary based on the track and specific requirements. Exact duration and nature of the training shall be communicated upon joining and allocation into a technology track.
7. The terms and conditions of your apprenticeship are set out in Annexure 1 below. This APPRENTICE offer letter along with the terms and conditions constitute the entire agreement in relation to your apprenticeship with Mindtree.
8. You shall arrange to produce the following documents at the time of reporting for training or such other time prior to your date of joining, as may be required by Mindtree, for the purpose of completing the joining formalities:

- 10th, 12th and graduation (all semesters) mark sheets originals;
- Degree completion/provisional certificate originals;
- Pan card original;
- Aadhaar card original; and
- Voter ID / Driving license original.

  
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If the above terms and conditions are acceptable, you may confirm your acceptance by digitally signing this APPRENTICE 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.Offers@mindtree.com](mailto:Campus.Offers@mindtree.com).

Thank you,  
For Mindtree Limited

**Shalini Macaden**  
**VICE PRESIDENT - PEOPLE FUNCTION**

  
Shalini Macaden (Jul 6, 2022 08:40 GMT+5.5)

Mindtree Ltd T + 91 80 6706 4000  
RVCE Post, Mysore Road F + 91 80 6706 4100  
Bangalore 560 059 W www.mindtree.com

Candidate No: TN/80036993/22



**Annexure 1:- Apprenticeship Terms and conditions**

**1. TERMS & CONDITIONS**

This offer along with its Exhibits relating to intellectual property protection and non-compete agreement annexed hereto at Exhibit 1 and Appendix's contains broad terms and conditions of service governing your apprenticeship. You are also bound by the terms in the attached Exhibits, the additional documents you execute upon joining Mindtree and other terms and conditions communicated to you from time to time including but not limited to Mindtree's Policies, rules, regulations and Code Of Conduct ("Policies"). You are requested to contact the People Function Representative for any clarifications on Policies, which are applicable to you and also refer the Mindtree intranet portal for Policies and updates.

Your apprenticeship is offered with a clear understanding that your apprenticeship is on a whole-time basis and that you will not undertake any other part time/full-time work, without the prior written consent of the Company. Other than the compensation mentioned herein, no additional payments will be due to you. We expect you to keep the compensation details confidential at all times.

**2. TRANSFER**

You could be transferred at Company's discretion to any of other offices/branches/subsidiaries/affiliates/holding company/department in India or outside India, should the need arise including client location on whose projects you have been deployed. You will abide by the Company's Policies as may be in effect from time to time with respect to your role, function, grade or location where you work in. In case you are deputed to a client location, you shall abide by the client policies applicable to you so that you do not commit any breach which adversely impacts Mindtree.

**3. RETIREMENT**

Subject to your physical fitness, mental fitness, compliance with our Policies and any other rules of the Company established from time to time and performance of your role, you shall retire on the last day of the month of your fifty eighth birthday unless an earlier date is decided mutually or under a change in laws applicable to you. For the purpose of age calculation, the date of birth as declared in the Mindtree application form will be treated as final.

**4. INTELLECTUAL PROPERTY RIGHTS**

If you, by virtue of your apprenticeship, conceive any new or advanced methods of improving process/formulae/systems in relation to the operation of the Company or create documents, reports or any other material capable of intellectual property protection, those, will be fully communicated to the Company and will remain sole right/property of the Company. Additional terms and conditions related to intellectual property and non-compete are contained in the Exhibit 1 which you should carefully read and abide by.

**5. CODE OF CONDUCT AND OTHER REFERENCES**

An essential condition of your apprenticeship is to abide by the Mindtree Policies and all other rules notified from time to time. We recommend that you refer the Mindtree intranet and other available resources from time to time and keep in mind the terms and conditions of the Exhibits, the Mindtree

  
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Policies and other documents that you sign upon joining Mindtree. Any breach of Code of Conduct or any Mindtree Policies may result in termination of your services for breach without notice or compensation.

## **6. TAX IMPLICATIONS**

You are solely responsible for declarations and implications arising thereof for all personal income tax purposes. Mindtree shall make deductions of tax as required by law. Any false declarations in respect of financial disclosures shall be a cause for termination at Mindtree's discretion.

## **7. BACKGROUND CHECK & REFERENCES**

We would be conducting a background and reference check on your educational details upon consent.

Your apprenticeship with us and your continuation in service is contingent upon our obtaining a satisfactory report on the background check conducted by our approved agency which you have mentioned in your application

If any of the information provided by you is found to be inaccurate now or later, or if you suppress any material information, Mindtree at its sole discretion can take necessary action including but not limited to termination of your apprenticeship with or without notice or compensation. In certain client projects, our clients may request additional checks which you shall comply with.

In securing this offer, you have represented that you have certain educational qualifications. Hence We understand that you shall provide proofs of such qualifications which We find satisfactory when asked by us or our background check agencies.

In the event of non-cooperation with the background check process, including but not limited to non-submission of requested documents and lack of response to calls and/or mails, Mindtree may, at its sole discretion, choose to terminate the apprenticeship contract between Mindtree and you with or without notice or compensation.

## **8. ORCHARD LEARNING PROGRAM AND M-TECH PROGRAM**

On joining as an apprentice, 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. Orchard Learning Program spans for about 90 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.

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.

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 separate Learning Advisory Document which will be provided to you after you join.

  
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Your continued apprenticeship with Mindtree is subject to your meeting the qualifying criteria during and at the end of the Orchard Learning Program. 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.

As you have been informed, you have been selected to enroll in the four (4) year M-Tech Program provided by Birla Institute of Technology & Science, Pilani. The said M-Tech Program is being sponsored by Mindtree and therefore you are required to ensure that you complete the course on time and with the utmost dedication. In the event you are unable to complete the program for reasons solely attributable to you or if you leave Mindtree, Mindtree will be entitled to recover from you an amount equal to INR 75,000 (Rupees Seventy Five Thousand).

You also agree that in the event you are unable to complete any semester of the M-Tech Program for reasons solely attributable to you as per the timelines prescribed in the M-Tech Program, Mindtree will not be obligated to pay your fees for the next semester and in the event you wish to continue the M-Tech Program, you will be required to incur any extra costs for completing the semester and you will also be required to pay the fees for the next semester.

## **9. PERSONAL DATA**

For the purposes of your apprenticeship, We need to collect, hold, process and transfer your Personal Data about you (such as your name, date of birth, education, contact information, PAN, Aadhar number etc.) as it is necessary for the administration, management and performance of your apprenticeship contract. We shall provide you a Privacy Notice upon acceptance of this offer to make you aware of what personal data We collect, how We use it and how We protect it during the course of your apprenticeship.

## **10. COMPENSATION AND BENEFITS**

During the apprenticeship period, you will be paid a stipend as detailed in Appendix 1. All payouts will be on 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. You will be covered under insurance from the date of joining, as detailed in Appendix 1.

## **11. VACATION AND LEAVE**

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

## **12. TERMINATION**

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

Your apprenticeship 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

  
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- Unauthorized absence during the Orchard Learning Program
- Non-compliance to Mindtree integrity policy and other disciplinary expectations
- Non-compliance with the M-Tech course requirements or code of conduct violation in BITS Pilani.

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 apprenticeship, 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 your apprenticeship with immediate effect and return Mindtree assets immediately.

**b) Termination for convenience**

If you wish to terminate your apprenticeship during apprenticeship period, you will be required to notify your resignation in writing by giving at least 3 months advance notice. On acceptance of your resignation, you will be intimated about your relieving date and you are expected to comply with all separation procedures and return of the Mindtree assets, within two working days.

**Common guidelines to be complied with, on termination for any reason**

- On termination of your apprenticeship for any reason, you shall comply 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.
- 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.
- Mindtree, at its sole discretion, may extend the time frame of notice period for compliance.
- In the event of your termination of apprenticeship for any reason prior to completion of the M-Tech Program you will be required as mentioned in Clause 8 to repay an amount equal to INR 75,000 (Rupees Seventy Five Thousand).

**13. 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

  
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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.

**14. REIMBURSEMENT OF TRAVEL EXPENSE FOR JOINING MINDTREE**

Expenses incurred by you for joining at a Mindtree location will be borne by you and will not be reimbursed by Mindtree. This clause is not applicable in case the program is to be conducted virtually throughout.

**15. PERSONAL SAFETY AND CONDUCT**

You understand during your training and employment with Mindtree, 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.

  
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### Appendix 1

#### Stipend Details

The monthly stipend payable to you in the first year of service will be equal to INR 15,750 . This will be excluding the corporate insurance cover, the cost of which will be borne by Mindtree.

<b>Particulars</b>	<b>Amount</b>
Stipend	15,750.00
Insurance	642.00
Total Monthly Gross	16,300.00
Annual Cost to Company	195,600.00

  
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## Exhibit 1 - INTELLECTUAL PROPERTY PROTECTION AND NON-COMPETE AGREEMENT

THIS AGREEMENT FOR INTELLECTUAL PROPERTY PROTECTION AND NON-COMPETE is executed between Mindtree Limited, incorporated under the Indian Companies Act 1956 with its registered office at Mindtree Ltd., West Campus, Global Village, RVCE Post, Mysore Road, Bangalore-560059, hereafter referred to as "Mindtree" and **Shalini R** hereinafter "You" upon acceptance of the apprenticeship offer and joining Mindtree in an apprenticeship status under the Apprenticeship Contract.

Your apprenticeship commences on the date of joining Mindtree as mentioned in the Joining Report you sign. This Agreement is deemed effective from such joining date.

You understand that Mindtree has developed and uses commercially valuable information including but not limited to technical, non-technical and other information in the various existing and projected areas of our business. To protect our legitimate interests, it is necessary to protect certain information (1) as confidential and trade secret and/or (2) by intellectual property rights such as patent, copyright, and/or other means of protection available under the laws (Information).

You may become acquainted and deal with such Information and may contribute to such information during your apprenticeship. Hence to protect such valuable information, in consideration of the stipend Mindtree provides to You, You hereby accept the terms and conditions below:

### 1. DEFINITIONS

As used in this Agreement, the terms have the below definitions and as defined in the Offer Letter above:

- a) "Cause for termination." "**Cause**" shall be defined to mean any reason or rationale for which Mindtree in its sole discretion and reasonably discretion deems it necessary to terminate, dismiss or suspend your services. Causes for dismissal include but not be limited to: Misconduct or negligence in the performance of, or persistent failure to perform your duties as an apprentice; Commission of an act of dishonesty, disloyalty or fraud in connection with your apprenticeship; Drug or alcohol use, or being under the influence of same, during working hours or on duty of Mindtree, conviction of, or plea of nolo contendere in, a crime, whether or not related to your apprenticeship; Breach of the provisions of this Agreement, conditions of the offer letter set out above (Offer Letter), Code of Conduct procedures or breach of Mindtree or applicable client policies, commission or omission of any act which is detrimental to reputation of the Company.
- b) "**Client**" shall mean such entities which are engaged or in the process of or have the prospect of entering into a business relationship with Mindtree or its affiliates or subsidiaries.
- c) "**Compensation**" means all payments and benefits provided to You by Mindtree during your apprenticeship, including, but not limited to, those set forth in the Offer Letter which shall be sufficient for and be deemed to be part of consideration for this Agreement as well.
- d) "**Output**" means those work products including but not limited to codes, derivatives customizations, enhancements, applications, documents, reports, proposals, statements, work flows and all other material. You make resulting partly or wholly from your apprenticeship with Mindtree.
- e) "**Employer or Company**" means Mindtree Limited and any business entity, which may be a subsidiary or affiliate of Mindtree Limited.

  
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f) "**Intellectual Property**" means all innovations, inventions, technology, engineering, trade secrets, trademarks, patents, copyrights to any copyrightable material, software systems, designs, programs, improvements, modifications, marks, mask works, new ideas, concepts, work products and developments, publications, manuals, business procedures, business, operational and marketing plans, programs, and processes, policies, techniques, know-how and methods of operations of Mindtree, including any such items developed, conceived or originated, either individually or jointly with others, by You during the course of your apprenticeship with Mindtree. The definition of "Intellectual Property" is intended to have the broadest meaning as permitted under applicable laws.

g) "**Prospect**" means and includes the entities with which Mindtree aspires to have a business agreement or understandings.

h) "**Restricted Period**" shall mean the period of apprenticeship and a further period ending 12 months following the termination/resignation or otherwise ending of your apprenticeship with Mindtree.

## 2. REPRESENTATIONS AND WARRANTIES.

You represent and warrant that:

a) Your apprenticeship with Mindtree does not cause directly or indirectly the breach of any agreements between You and third parties and you have no conflict of interest in your apprenticeship with Mindtree.

b) You warrant that Mindtree is the sole and exclusive owner of all rights and remedies in Confidential Information you receive from Mindtree and Intellectual Properties you create for Mindtree.

c) You shall not engage in any action, or refrain from engaging in any action, where such action or inaction or act or omission may cause directly or indirectly the breach of any agreements between You and third parties including but not limited to confidentiality or non-disclosure agreements or breach of Intellectual Property Rights.

d) You shall devote full time and attention to your Mindtree apprenticeship and perform your obligations in full compliance of Policies/practices of Mindtree as updated from time to time.

e) The Compensation included in the Offer Letter is the full and total compensation for the services and for the commitments made under this Agreement. You are not entitled any other compensation which is not included in the Offer Letter including, but not limited to, royalties, bonuses, and additional benefits.

f) You agree to hold in confidence all Confidential Information disclosed to you or developed by you in connection with the apprenticeship and agree that Mindtree is the sole and exclusive owner of all rights and remedies therein. You shall not, without our written permission use the Confidential Information for any reason other than to enable You to properly and completely perform the apprenticeship obligations. You shall not reproduce or make copies of the Confidential Information or of your Output, except as required in the performance of your apprenticeship.

g) Upon termination of your apprenticeship for any reason whatsoever, You shall promptly return all Confidential Information and all correspondence, drawings, blue prints, manuals, letters, notes, notebooks, reports, flowcharts, programs, proposals, documents concerning our Clients and all other documents, writings, and materials, laptops, software, tools or other assets utilized by You together with any copies or other reproductions thereof made by You or in your possession or control.

  
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- h) You have a 'Duty to Speak' and You shall immediately notify us of any information or event which comes to your attention which indicates there has been or might be a loss of confidentiality of such Confidential Information or an actual or potential compromise of Mindtree or its Clients' Intellectual Property Rights.
- i) You agree to abide by the requirements defined under any security, privacy or other regulations or certifications which Mindtree is obligated to comply or is certified to be certified in future.
- j) You shall comply with all reasonable requirements/obligations which Mindtree or its Clients require You to undertake including additional background checks or verifications from time to time, access restrictions, trading compliance requirements etc.

### **3. INTELLECTUAL PROPERTY OBLIGATIONS**

- a) All works resulting from your apprenticeship are "works made for hire" as defined by international copyright laws. You shall promptly disclose to us and or to our Clients as necessary, in writing if requested, any and all inventions conceived or made by You during the period of your apprenticeship.
- b) You hereby assign all of your interests in your Output to Mindtree. Without any additional Compensation or payments of any kind, you shall execute any and all applications, assignments or other instruments which are deemed necessary to apply for Intellectual Property Rights registrations anywhere in the world.
- c) You shall comply with all Mindtree and its Clients' policies that may be in effect from time to time relating to record keeping related to Intellectual Properties.
- d) You shall place all appropriate notices of patent rights, trademark rights, and copyrights and all other Intellectual property Rights on all works resulting from your apprenticeship.
- e) You understand that subsequent to the apprenticeship termination or retirement as the case may be, your assistance may be needed in regard to securing, defending or enforcing any Intellectual property Rights in which you may have been an inventor or co- inventor. If your assistance requires substantial utilization of your time. We shall pay reasonable compensation at a rate to be agreed but not higher than the last salary paid to you by Mindtree. Such assistance may include but may not be limited to executing any and all documents, patent, copyright or other applications and assignments to us or our designee (s), making and keeping proper records, and giving evidence and testimony.
- f) In case of a dispute between You and Mindtree where you have or are alleged to have copied or published or distributed or have done any act in respect of our Confidential Information or our Clients' Intellectual Property which has breached or is likely to breach our rights and remedies herein, the presumption of a breach by you shall be at the highest level allowed by law and the burden of proving otherwise shall rest with you.
- g) The terms of this section shall survive termination of your apprenticeship or retirement.

  
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#### 4. INDEMNIFICATION

You shall indemnify Mindtree, its directors, employees from and against any loss, damage, or injury Mindtree suffers or is likely to suffer as a result of any of your breach of this Agreement, breach of any third party intellectual property by You, breach of the terms of your Offer Letter or that of Mindtree's Policies/practices and for all acts or omissions. Such indemnity shall include but not be limited to losses, damages, injuries, or liabilities, losses, expenses, attorney fees, liabilities, costs of suits, costs or arbitration, or costs or appeal, etc. The indemnity obligation herein shall survive of your apprenticeship or retirement.

#### 5. REASONABLE NON-COMPETE

i) You warrant that during the Restricted Period:

a) You shall not engage directly or indirectly in any professional services or employment nor advice, manage, render or perform services to or for any person or entity during the term of your apprenticeship with the Company. You agree that Mindtree's services are highly specialized. You further agree that the identity and particular needs of the Mindtree's Clients are not generally known in the industry. Documents and other information regarding Mindtree's services, pricing and cost as well as information pertaining to Mindtree's Clients including but not limited to identity, location, service requirements and charges to the Clients are highly confidential and secret and hence, you shall not for a period of one year from the termination / resignation / severance of your contract of apprenticeship for any reason whatsoever, directly or indirectly engage yourself in any capacity in any professional service or employment which is engaged in a business competitive to that of the Company within the geographical location wherein the Company does its businesses. You are, however free to engage yourself in any profession or employment provided your such future engagement is not competitive and such engagement is in full compliance of all the terms of your apprenticeship terms.

b) Shall not own an interest in any business which directly competes with Mindtree, except, however, nothing herein shall preclude You from owning, as a passive investor, up to one percent (1%) of the outstanding shares in a publicly traded Company for the shares of which an active public trading market exists.

c) And during the term of your apprenticeship, shall not under any circumstances, directly or indirectly solicitor attempt to solicit the Mindtree's and/or any of its subsidiaries' and/or affiliates' and/or group companies' personnel to leave the employment of Mindtree and/or any of its subsidiaries and/or affiliates or apply for employment with any third party or encourage such personnel of the Company. You have further agreed that you shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the Company, or with those Clients of Mindtree with whom you may have had any contact during your apprenticeship and for a period of one year after your apprenticeship ceases with us.

ii) During your apprenticeship, you shall not establish, work for, consult to, or assist in any way, whether in a paid or unpaid capacity, any individual, partnership or other business entity or associate as a sole proprietor, owner, employer, partner, principal, joint venturer, associate, consultant, contractor or otherwise which competes with Mindtree with respect to any of the services, products, trade secrets, Information, Inventions or other matters of Mindtree unless expressly such association has been preapproved in writing by Mindtree.

  
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You confirm that you have assessed the terms of this section carefully and accept these upon having conducted appropriate verifications of your own.

## 6. GENERAL

- a) In the event of any material breach of any obligation of this Agreement, Mindtree reserves the right to take any appropriate legal action before the competent local court. Additionally, in view of the nature of IT Services business where a breach can cause irreparable loss or damage, Mindtree may at its sole discretion seek immediate injunctive relief or specific performance of your obligations in addition to any other remedy or damages in law or equity.
- b) This Agreement along with conditions of the Offer Letter, the Code of Conduct Procedures, the Joining Report and Mindtree Policies form the framework of your apprenticeship and governing conditions.
- c) If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect to the extent possible under applicable laws.
- d) Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Mindtree.
- e) This Agreement shall be construed according to the laws of the Republic of India and subject to the exclusive jurisdiction of Bangalore courts.
- f) The terms of this Agreement shall remain in full force and effect both during the continuation of your apprenticeship, and after termination of your apprenticeship for any reason whatsoever as per survival provisions mentioned herein.
- g) Any failure by Mindtree to enforce at any time any of the provisions of this Agreement shall not operate as or be deemed a waiver of such right, privilege or remedy or as a waiver of any preceding or succeeding breach by You.

  
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# 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 :   
Shalini R (Jul 6, 2022 08:40 GMT+5:30)

Name : Shalini. R

Date : Jul 6, 2022




# Mindtree Offer Letter

Final Audit Report

2022-07-06

Created:	2022-07-03
By:	Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYCueO81nLBYEW-ZWIQS2Wk3tw7iK0Seu

## "Mindtree Offer Letter" History

-  Document created by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)  
2022-07-03 - 7:07:18 PM GMT- IP address: 20.44.36.220
-  Waiting for Signature by shalinisr1712@gmail.com  
2022-07-03 - 7:07:23 PM GMT
-  Document e-signed by Shalini. R (shalinisr1712@gmail.com)  
E-signature hosted by Mindtree Talent Acquisition Team (Do-Not-Reply@mindtree.com)  
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