

Dear **Mr YellayiBhargav Sarma,**

Based on the discussions we are pleased to offer you an appointment in our organization in **Band S.**

Wishing you a successful and rewarding career at Mahindra Satyam.

Congratulations and welcome to the Mahindra Satyam family.

Regards,
RESPONSE DESK

Ref No: SCSL/CDES/HYD/508478 /138710

January 06, 2011

Mr YellayiBhargav Sarma
Hyderabad
Hyderabad -
Ph: 7893279365

Sub: Offer of Appointment

Dear **Mr YellayiBhargav Sarma**,

1. With reference to our discussions held on *December 18, 2010* at *Hyderabad*, we are pleased to offer you an appointment in our organization in **Band S** operating out of our **Hyderabad** centre.

Mahindra Satyam's entrepreneurial framework is non-hierarchical and provides Associates the ability to perform different roles based on their capability and available opportunities. Associates in this Band are expected to perform a role that is of a nature where they would ***be an Individual Contributor in a business function***. Distinct Career tracks have been defined and equivalence established for those playing Specialist roles in Technology / Domain / Process areas. Your role will be assigned upon joining. For external interfacing, the titles will be reflective of the role being played by you and can be chosen from a compendium of pre-approved titles, within each band.

2. Your "*Annual Total Cash Compensation*" will be Rs. 3,30,000 (Rupees Three Lakhs Thirty Thousand Only). Please refer Annexure-A for details.
3. Your employment with us will be governed by terms and conditions as specified in Annexure-B.
4. You are required to join on **January 10, 2011** and the offer stands withdrawn thereafter, unless the date is extended or communicated to you in writing.
5. Kindly acknowledge the acceptance of this Offer of Appointment in VIRTUE (Mahindra Satyam' Online Joining Application) by filling up all the required details prior to your joining date. VIRTUE login ID and password has been sent to your e-mail ID.
6. A clear background check verification report is mandatory for all the Associates at the time of reporting/joining. We are facilitating you with the same and you are required to fill in the required details and upload the necessary documents on CSPI portal. You would be receiving the User ID, Password and other required details would be sent to your e-mail ID from our authorized third party vendor.

Satyam Computer Services Ltd

Registered Office: Infocity, Unit 12, Plot No. 35 & 36, Hitech City Layout, Sy No. 64, Madhapur
Hyderabad 500081, Andhra Pradesh, India. Tel: +91 40 3063 6363 Fax: +91 40 4022 4122

7. You are requested to report to **Mr. PRAMODH C BATHULA** at 9:30 AM to complete the joining formalities at **Mahindra Satyam, Satyam School of Leadership, "Satyam Computer Services Ltd., Plot No's 22, 24 & 25, Hi-tech City Layout, Sy. No. 64, Madhapur, Hyderabad - 500 081, Andhra Pradesh, Tel. 040-30675382.** At the time of joining, you are requested to submit the copies of the documents as per Annexure-C.
8. You are requested to complete Pre-Employment Medical Examination (Annexure - D) at least two days prior to joining date. Please note that this offer is subject to your being medically fit for employment. The physician can be contacted between 9:00 AM - 2:00 PM and 4:00 PM - 8.00 PM. Request you to take prior appointment (at least 24 Hrs in advance) to avoid any inconvenience at the medical center.
9. In case of further clarifications, please get in touch with Mr. Daniel Manthri (on **E-Mail: DANIEL_MANTHRI@MAHINDRASATYAM.NET**) and quote the reference as above.

We welcome you to **Mahindra Satyam**, and look forward to a long and mutually beneficial association.

For **Satyam Computer Services Limited ("Mahindra Satyam")**.



Mukund Menon
HEAD HR RELATIONSHIPS

Encl: ***Annexure-A*** (Salary Structure), ***Annexure-B*** (Terms & Conditions of Employment),
Annexure-C (Check List of Documents), ***Annexure-D*** (Medical Letter)

ANNEXURE-A

(All figures in INR)

Name : **YellayiBhargav Sarma**
Band : **S**
Sub Band : **S-2**
Location : **Hyderabad**

A. Fixed Compensation	Per Month	Per Annum
Basic Salary	7,425	89,100
HRA	3,713	44,550
Flexible Benefit Plan ¹	11,722	1,40,658
Bonus ²	1,000	12,000
Provident Fund (12% Of Basic Salary)	891	10,692
Total Fixed Compensation		2,97,000

B. VARIABLE COMPENSATION (amount specified is at 100% payout)	Per Annum
TOTAL VARIABLE COMPENSATION	33,000
TOTAL CASH COMPENSATION (TCC) {A+B}	3,30,000

1. Flexible Benefit Plan:

Associates will also be given an option of restructuring their 'Flexible Benefit Plan' under the following heads :

- Transport Allowance
- Leave Travel Assistance
- Medical Reimbursement
- Car Scheme as per applicable policy
- Special Allowance

The above shall be guided by the 'Flexible Benefit Plan Guidelines' available on PowerON / WebPay

2. Bonus shall apply as per The Payment of Bonus Act, 1965**Notes:**

- TCC includes all components of Cash Compensation
- Variable Compensation is governed by the provisions of Variable Compensation Policy
- In addition to above, Associates carrying Individual Revenue Targets (Sales, Relationship Management etc) will be covered by the "Performance Bonus Policy". Pls. refer to Policy for details.
- Additionally, Gratuity shall apply as per the 'Gratuity Act 1972'.



Mukund Menon
HEAD HR RELATIONSHIPS

ANNEXURE - B

1. Employment Agreement

(a) Code of Conduct

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of the Company.

(b) Secrecy

You are expected to maintain utmost secrecy in regard to the affairs of the Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Mahindra Satyam or its Affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients.

Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated without notice.

(c) Conflict of Interest

Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without written permission from the Company.

(d) Non-Solicitation/ Non-Compete

You acknowledge that you have signed Covenant Against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is a made a part of this Agreement. and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of one year following termination of of your employment for any reason whatsoever.

- (a) you will not compete with Mahindra Satyam by joining a competitor.
- (b) you will not interfere with its business relations, including but not limited to soliciting or providing services to and of Mahindra Satyam's clients (except as directed by Mahindra Satyam), directly or indirectly
- (c) you will not be employed by a client of Mahindra Satyam for which you performed services while employed by Mahindra Satyam and
- (d) you will not solicit or induce Mahindra Satyam employees to join a client or to compete with Mahindra Satyam.

Signature of Associate

(e) Exclusivity of Services, Publications, Gifts

You shall devote all work efforts exclusively to the Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of the Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to the Company's prior written consent.

Any publications and lectures by the Employee on topics relating to the Company's business or interests shall be subject to the Company's prior written consent.

The Employee agrees, without the Company's prior written consent, not to accept or demand loans, gifts, other benefits, of promises thereof, from the Company's clients or other persons with whom the Employee has official or business contacts in the context of the Employee's activities for the Company.

(f) Mandatory Period of Service

You shall work with the Company for a period of 24 months from the date of your joining (Mandatory Period of Service). During such period of service of 24 months, you shall not leave, abandon or resign from the services of the Company. In the event of:

- a) yourself leaving, abandoning or resigning from the services of the company
- or
- b) your services being terminated by the Company for non performance, breach of any of the terms & conditions of your service or for any other reason whatsoever,

during the above-mentioned period of training and 24 (Twenty Four) months of mandatory period of service, you shall be liable to follow the terms and conditions mentioned in the Indemnity Bond.

You are required to execute the Indemnity Bond on a Rs. 200 (Rupees Two Hundred) Stamp Paper and submit the same at the time of joining.

(g) Confidentiality / Non-Disclosure

a) You are expected to maintain utmost secrecy with regard to the affairs of Mahindra Satyam and its clients and shall keep confidential any and all data, information, instruments, documents, methodologies, tools, structure, business or trade secrets, formulae etc., relating to Mahindra Satyam and/or its clients that may come to your knowledge as an employee of Mahindra Satyam, during the tenure of your employment with Mahindra Satyam and at any time thereafter. During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of Mahindra Satyam. You shall execute / sign such other non disclosure agreements as and when required by Mahindra Satyam or the Client.

b) You must return to the Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to the Company or which refer to any confidential information and which are in your possession or under your control.

c) You must, if requested by the Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.

Signature of Associate

You shall execute / sign the Confidentiality Agreement as and when required by Mahindra Satyam or the Client.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, the Company reserves the right to send you on training/deputation/secondment/transfer/assignments to sister companies, associate companies, clients locations or third parties whether in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of the Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of employment

(a) Either party can terminate this employment by serving a notice of 60 days on the other only after the completion of the training period & the "Mandatory period of service" i.e. on completion of 24 months service from the Date of Joining. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination.

However, for cause like misconduct, gross negligence, misbehavior or non-performance, Mahindra Satyam may terminate your services with immediate notice. The Company shall have the right to suspend you on full pay and benefits pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances (if proved) would entitle the Company to dismiss your services summarily.

(b) Unauthorized absence or absence without permission from duty for a continuous period of 7 days, would make you loose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.

(c) You will be governed by the Company's laid down Code of Conduct and if there is any breach of the same or non-performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.

(d) Reference check will be made from your previous employers. In case there is any adverse report against you which may be detrimental to the interests of the company or if the information furnished by you is not true, the company reserves the right to terminate your services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation of facts.

Signature of Associate

4. Statement of Facts

It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Mahindra Satyam from time to time. These policies are available on Mahindra Satyam's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with Mahindra Satyam's policies. Mahindra Satyam reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

6. Personal Indebtedness

Mahindra Satyam shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Mahindra Satyam. You understand and accept that you shall have no authority to pledge the credit of Mahindra Satyam to any person or entity without Mahindra Satyam's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Escalation / Exception Reporting

- . A set of areas/jobs to be carried out by each function/department will be decided.
- . For each area/job - a suitable policy will be formulated/evolved.
- . For every policy - standards of measurement will be laid down.
- . Goals for year/quarter/month will be periodically reviewed.
- . Deviation if any with regard to policies or standards will be monitored and brought up for discussion in review meetings if such deviation could wait till review meeting.
- . Alternatively, if such deviation will pose a threat and if it is not corrected it will be escalated immediately for corrective action jointly agreed upon and it will be implemented as per schedule. If there is any deviation/modification/amendment it will be further escalated to next level.

Signature of Associate

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing the Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, lobbies, is declared as "No-Smoking Zone".

Passwords

Access to our network, development environment and MS-Exchange is through individual's password. For security reasons it is essential to maintain confidentiality of the same. If the password is forgotten, the Networking & Communication Group is to be contacted to reset and allow you to use a new password.

Unauthorized Software

You shall not install, download, copy, duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed in all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipments/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor. There are two types of gate pass: (a) Returnable (b) Non returnable.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, the Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team members table or storage.

(a) Destroying Papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) Use of Company Resources

You shall use the Company's resources only for official purposes.

8. Overseas Service Agreement

As the Company will be spending substantial amount of time and money for your deputation /secondment abroad, you will be required to sign a deputation agreement with the Company and also

Signature of Associate

execute a Surety Bond on such terms, as the Company may deem appropriate. (This agreement will consist, inter alia, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving the Company for a stipulated period).

9. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of the Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to the Company in accordance with applicable law. You shall, as and when requested by the Company (at Company's cost and expense), assist the Company in perfecting the Intellectual Property Rights in any manner the Company deems fit.

You shall execute / sign the Intellectual Property Rights Assignment document as and when required by Mahindra Satyam or the Client.

10. Jurisdiction

Even though the Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be the courts in Secunderabad only.

11. Retirement

This agreement automatically stands terminated on the day on which employees reach the age of retirement as per Indian law and for the purpose of determining this, the age recorded with the Company shall be considered as final and conclusive.

12. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies, procedures and other rules currently applicable in India as well as Overseas and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Retirement, Code of Conduct, etc. you will be governed by the rules of the Company as shall be in force from time to time.

13. You shall be present in the office during normal working hours or during hours expressly designated for you in writing. You shall provide details regarding the utilization of your time by entering the same into Mahindra Satyam's web-based electronic timesheets (Ontime) on a daily basis. In case you are attached to any project where the client may have requirement of recording specific time-efforts, you shall comply with such requirement also, in addition to Mahindra Satyam's TSMS(Ontime).

Signature of Associate



14. This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize the Company or any external agency through Mahindra Satyam to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

*You are requested to fill the enclosed Annexure - EMPLOYEE VERIFICATION FORM, complete in all respect and bring it along with all documents/testimonials at the time of your joining.

This is to certify that I have gone through and understood all the terms and conditions mentioned in Annexure - B and I hereby accept and agree to abide by them:

Name in full:

Signature:

Address:

Date:

Place:

ANNEXURE - C

At the time of joining, you are requested to bring the following documents in **original**, with 2 copies of each.

- a) Certificates supporting your educational qualifications along with mark sheets
 - . Xth Certificate & mark sheets
 - . XIIth Certificate & mark sheets
 - . Degree Certificate & Semester/year-wise Mark sheets
 - . Master's Certificate & Semester/year-wise Mark sheets
 - . Diploma/PG Diploma Certificate & Transcripts
 - . Any other Certificates with supporting documents - if any
- b) Your latest Salary Slip or Salary Certificate
- c) Your Relieving letter from your present organization.
- d) Service Certificate from the present and all previous Employers
- e) 2 Copies of Mahindra Satyam's offer of appointment
- f) Form 16 or Taxable Income Statement duly certified by previous employer (Statement showing deductions & Taxable Income with break-up)
- g) Seven passport-sized color photographs
- h) Valid Passport

Please submit copy of the valid Passport (inclusive of all blank pages). In case if you did not apply, please submit the proof of Passport Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to VDS Joining Formalities Team.
- i) PAN Card and Proof of PAN Number

You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number.
- j) Birth Certificate - should be from the Municipal Office on Form 9 of self, spouse & children (if applicable) with full name of the individual, full name of the father, full name of the mother, date of birth and place of birth
- k) Personal data form, enclosed to be filled-in completely and submitted at the time of joining
- l) Duly cancelled/void cheque for an ICICI/HDFC/CITIBANK/KOTAK/IDBI Existing A/c / New salary A/c

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents / certificates given by you as a proof in support of the above, the Company reserves the right to revoke the offer at any time during your service.

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

ANNEXURE - D**Pre-Employment Medical Examination**

Ref :SCSL/CDES/HYD/508478 /138710

January 06, 2011

Dear **Mr YellayiBhargav Sarma**,

As a mandatory part of the pre employment process, please complete Medical Test formalities in any of these locations.

HYDERABAD Medinova Diagnostic Services 6-3-652, Somajiguda Near Eenadu Office Hyderabad 500082 Tel No : 040-23311122 / 23311133 KIMS Diagnostics Speciality and Super Speciality Consultation 48/3RT , Community Hall Centre Opp- Bowl O China Restaurant S R Nagar Main Road , Hyderabad-38 Tel no: 040-23808099, 9985980329	CHENNAI Super Religare Laboratories Wellness Centre AB-46,1ST Street, 6th Main Road, (Opp Iyappan Temple),Annanagar, Chennai - 600040. Ph : 044 - 26204704 / 05
VIZAG Vijaya Medical Center, ZP Junction,Vishakapatnam-530002, Ph:9866117006,Fax-0891-2726677.	
PUNE SRL Ranbaxy Limited 2nd floor,Matruchaya Opp.Dena bank Next to Hotel Kuber Khyber,Deccan Gymkhana JM Road,Pune-41104. Tel No.:020-30251200 / 020-39401111 Medinova Diagnostic Services 1319, Jungli Maharaj Road, Opp Modern High School Shivaji Nagar, Pune- 411005 Tel No:020 - 25533731 / 25534987	BANGALORE SRL Ranbaxy Ltd, 47, Millers Road,Off Cunningham Road Opp. Bhagwan Mahavir Jain Hospital, Bangalore-52 Tel No.:080-41137333 Medinova Diagnostic Services 55, Infantry Road 94,S.D. Road, Bangalore: 560001 Tel No : 080-41130109

.....Cont. in Page:2

MUMBAI SRL Ranbaxy Ltd. Plot No.113, MIDC,15th Street Andheri (East),Mumbai - 400093 Tel No :022-67801234/44,30811111	BHUBANESWAR Kalinga Hospital Limited Chandrasekharapur Bhubaneswar: 751023 Tel No : 0674-2300570
NEW DELHI SRL RANBAXY LIMITED C -57, Ground Floor Preet Vihar,New Delhi TelNo:011-30217200 EXT 202 MP Diagnostic Heart Centre W 33,Greater Kailash I (next to M-Block) Greater Kailash Part New Delhi: 110048 Tel No : 011-29234830/9831/5065	KOLKATA Super Religare Laboratories Ltd Midland Park, Sector V, AN Block Saltlake Bypass Road,Kolkata,-711 102, Tel:91 33 30203400/30203444/+919830806390 Medinova Diagnostic Services 1,Sarat Chatterjee Avenue Kolkata -700029 TelNo:033-24661780/24663651/24660780
GURGAON SRL Ranbaxy Limited GP-26, Maruti Industrial Estate Udyog Vihar Sector-18 Gurgaon-122015 Tel No.:0124-4591000/4047733/425773	AHMEDABAD SRL Ranbaxy Limited 101-102 1st Floor,The Grand Mall, Opp.SBJ Zonal Office,Near CN Vidyalaya Ambawadi,Ahmedabad-380015 Tel No.:079-30612200/39401111

The physician can be contacted between 9:00 AM - 2:00 PM and 4:00 PM - 8:00 PM. Request you to take prior appointment (at least 24 Hrs in advance) to avoid any inconvenience at the medical center.

The reports pertaining to the above can be directly sent to **Mr. PRAMODH C BATHULA** at Mahindra Satyam., **Satyam School of Leadership**, "Satyam Computer Services Ltd.,Plot No's 22, 24 & 25,Hi-tech City Layout, Sy. No. 64,Madhapur, Hyderabad - 500 081,Andhra Prade, Tel. 040-30675382 with the Doctor's recommendation.

Yours sincerely,
for **Satyam Computer Services Limited** ,("Mahindra Satyam").

Mukund Menon
HEAD HR RELATIONSHIPS

ANNEXURE - N

January 06, 2011

Ref:SCSL/CDES/HYD/508478/138710

Name : Mr YellayiBhargav Sarma

Band : S

1. NOTICE PERIOD PAY:

- If Company specifically requests you to join its services forthwith, the following Stipulations are applicable for Reimbursement of Notice Period Pay :
 - . Reimbursement can be claimed on actual up to the limits specified or agreed at the time of the offer to a maximum of two months basic salary drawn by the associate from his/her last employment before joining Mahindra Satyam.
 - . The reimbursement will be paid only against the bills produced by you.
 - . The above amount stands recoverable in FULL (along-with the Full & Final Settlement) in the event you resign from the services of the company within 12 months from the Date of your joining.

2. The documentation required, in Original is :

- Final settlement on the company's letterhead duly attested by the previous employer wherein details of basic pay shall also be mentioned.
- Leave encashment or other allowances settled against notice period will not be considered for reimbursement.

3. The allowance is payable only after completion of one month of service with the organization.

Mukund Menon

HEAD HR RELATIONSHIPS

Satyam Computer Services Ltd

Registered Office:Infocity, Unit 12,Plot No.35& 36,Hitech City Layout,Sy No.64,Madhapur
Hyderabad 500081, Andhra Pradesh,India.Tel:+91 40 3063 6363 Fax: +9140 4022 4122

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed this _____ day of _____, 2011

Signature

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



Mukund Menon

HEAD - HR RELATIONSHIPS

Title

Intellectual Property Assignment

Associate Name: _____

Associate ID No: _____

Date: _____

In consideration of my employment with Satyam Computer Services Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of Satyam Computer Services Limited (hereinafter called Mahindra Satyam) and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Mahindra Satyam or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Mahindra Satyam whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Mahindra Satyam shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Mahindra Satyam is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever through out the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Mahindra Satyam. I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Mahindra Satyam to secure to Mahindra Satyam, its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Mahindra Satyam all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Mahindra Satyam. The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Mahindra Satyam.

WITNESSED

ACCEPTED

Confidentiality Agreement

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

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

1. Information of a business nature such as marketing, underwriting, employee customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
2. Computers/software programs and associated documentation and material which are propriety to Mahindra Satyam or which Mahindra Satyam is under an obligation to prevent this disclosure.
3. Information from Mahindra Satyam's vendor and supplier which is confidential, propriety or copyrighted.
4. I hereby agree that :
 - . The confidential information shall remain the sole and exclusive propriety of Mahindra Satyam and I shall regard it as confidential and secret information.
 - . The confidential information is the property considered to be the trade secrets of Mahindra Satyam because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time , effort, money, and /or creative skills of Mahindra Satyam
 - . The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Mahindra Satyam.
 - . I will not, during and after my employment at Mahindra Satyam, publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Mahindra Satyam to receive such information.
 - . I will not copy and confidential information for any purpose except with the express consent of the Mahindra Satyam officials or the expressed written authorization of the third party owner.
 - . Upon termination of my employment with Mahindra Satyam, or at any other time at Mahindra Satyam request , I agree to return promptly to Mahindra Satyam, all confidential information, including but not limited to all manuals , letters , notes, notebooks, reports, formulae, computer programs and associated documentation and material , memoranda, customer list and all other materials and all copies of them relating in any way to Mahindra Satyam , which in any way were obtained by me during my employment at Mahindra Satyam , which are in my possession or under my control. I further agree that I will not make or retain any copies of the above mentioned information and will so represent to Mahindra Satyam upon termination of my employment.
 - . This confidentiality agreement will continue to be in effect after the termination of my employment with Mahindra Satyam.

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

Name:

Signature:

Date:

Satyam Computer Services Ltd

Registered Office:Infocity, Unit 12,Plot No.35& 36,Hitech City Layout,Sy No.64,Madhapur
Hyderabad 500081, Andhra Pradesh,India.Tel:+91 40 3063 6363 Fax: +9140 4022 4122



INDEMNITY BOND WITH SURETY

This Indemnity is made and executed at _____ (Current Location) on this _____ (Joining Date) day of _____ (Joining Month) _____ (Joining Year) by Mr/Ms/Mrs. _____ age _____ S/o Mr. _____ a permanent resident of _____ [hereinafter called "**Employee**" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the first part

AND

Mr. _____ (Name of Surety) age _____ S/o Mr. _____ (Father's Name of Surety) a permanent resident of _____ (Surety Address) [hereinafter called "**Surety**" which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors and assigns] the party of the second part,

IN FAVOUR OF Satyam Computer Services Limited, a company incorporated under the Companies Act, 1956 and having its Corporate Office at Infocity, Unit 12, Plot No.35& 36, Hitech City Layout, Sy No.64, Madhapur, Hyderabad 500081 [hereinafter called "**Mahindra Satyam**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns].

WHEREAS the **Employee** has been selected for appointment as _____ in _____ in the service of **Mahindra Satyam**.

AND WHEREAS an Offer of Appointment containing the terms and conditions of the appointment has already been issued to the **Employee** vide letter No. _____ dated _____ of Mahindra Satyam.

AND WHEREAS the acceptance of the terms and conditions of the appointment has already been communicated to **Mahindra Satyam** on _____ by the **Employee**.

AND WHEREAS one of the terms and conditions of the appointment is that the Employee shall undergo an initial training programme (hereinafter referred as "ITP") for a minimum period of three (3) months and would be subsequently placed on assignments relating to various projects of Mahindra Satyam. The Employee shall serve **Mahindra Satyam** for a minimum period of twenty four (24) months from the date of joining of the **Employee** and execute an indemnity with surety in favour of **Mahindra Satyam**.

NOW THIS INDENTURE WITNESSETH as under:

1. In compliance of the aforesaid condition in Offer of Appointment subject to which **Mahindra Satyam** has agreed to give appointment to the Employee, the Employee **hereby** undertakes to undergo the ITP as provided by **Mahindra Satyam** without any interruption whatsoever and serve **Mahindra Satyam**, on its various projects at any location, in India or abroad, for a minimum period of twenty four (24) months from the date of joining.
2. The **Employee** hereby undertakes to devote his/her full time and attention to the business of **Mahindra Satyam** with due care, skill and diligence. The **Employee** further undertakes to use his/her best efforts in the performance of his/her duties and responsibilities and abide by the rules and regulations of **Mahindra Satyam**.
3. The **Employee** hereby undertakes to honor the commitment made by **Mahindra Satyam** to its customer/s for completion of any project/s and further undertakes not to abandon any project before its completion.
4. The party of the second part i.e. _____ agrees to stand as Surety for the due performance of the obligation of the **Employee** under this agreement of indemnity. **In case of breach of the terms of this indemnity by the Employee and failure to indemnify Mahindra Satyam**, the Surety shall be jointly and severally liable to pay the aforesaid amount of Rs. 100,000 (Rupees One lakh only) to Mahindra Satyam with an interest at the rate as specified herein below, immediately on demand.
5. **The Employee further agrees and undertakes that in case, he/she commits breach of the above conditions and resigns from or leaves/abandons the service and/or neglects in performance of the duty assigned to him/her leading to termination of his/her service as per rules/regulations, by Mahindra Satyam, he/she shall pay an amount of Rs. 100,000 (Rupees One lakh only) with the interest thereon @ 15% per annum from the date of breach of the above till the payment thereof, as liquidated damages/cost of training including on the job training, the expenses which Mahindra Satyam has incurred/may have to incur in recruiting another employee in his/her place, and also on account of business loss suffered/to be suffered by Mahindra Satyam during intervening period. The employee and surety agrees that assessment of liquidated damages as assessed as Rs. 100,000 (Rupees One lakh only) are reasonable, which they both agree to pay jointly and severally, on demand made by Mahindra Satyam.**
6. Notwithstanding anything contained herein above, furnishing of this indemnity will not create any right in favour of the **Employee** to continue in the service of **Mahindra Satyam** for the aforesaid term of twenty four (24) months, and **Mahindra Satyam** shall always have the right to take appropriate action against the **Employee** as per terms of the appointment letter and/or the rules and regulations of **Mahindra Satyam** as applicable, in case of commission of any misconduct by the **Employee**.
7. The amount specified above shall constitute a debt owing to **MahindraSatyam** and shall be recoverable from the **Employee** and the Surety jointly and severally with interest thereon at the rate specified above till the payment thereof.

IN WITNESS whereof, the EMPLOYEE & the SURETY have put their signatures in the presence of the witnesses.

Signed and delivered by the Party of
the first part i.e. the Employee having
read and understood the contents/terms
of this Indemnity Bond

Signed and delivered by the Party of
the second part i.e. the Surety having
read and understood the contents/terms
of this Indemnity Bond

1. WITNESS:

NAME & ADDRESS:

2. WITNESS:

NAME & ADDRESS