

Date: 16.08.2017

**Mr. Shinde Ganesh Chandrabhan**  
At Post - Vanjarwadi, Shenit,  
Taluka - Nashik, District - Nashik,  
Maharashtra - 422502

Dear Ganesh,

We have pleasure in offering you appointment in Automotive & Farm Equipment Sectors as a Graduate Apprentice Trainee under these provisions of the Apprentices Act, 1973 with effect from **18.08.2017**

- You will be paid a consolidated stipend of **Rs. 25000/-** per month (**Rupees Twenty Five Thousand only**) throughout the period of Apprenticeship Training. Your training will be governed as per the terms and conditions set forth in the Apprentices Act, 1973.
- During this period it is expected that you will abide by the rules and procedures of the Company.
- You will undergo training for a period of twelve months. However, this training period could be curtailed or extended at the discretion of the Company. Completion of twelve months of training does not entitle you or result in automatic confirmation, unless confirmed in writing.
- So long as you are in the employment of the Company, you will, at all times, observe secrecy and confidentiality and will not divulge, disclose or make known to any unauthorized person within or outside the Company, nor will you unauthorized use any knowledge or information in respect of manufacturing, technical trade or business data (including manufacturing processes, technical know-how, customer information, business plans and like matters) which are necessarily confidential and have come to your knowledge and possession.
- You will also not remove any such information in any form whatsoever from the Company premises, nor copy or transmit the same unauthorized through any medium including social networking networks/ public sites, nor will you grant permission to assist, permit entry to, or in any manner co-operate with any unauthorized person for the purposes of accessing, obtaining, copying, transmitting or removing the above. Even after the cessation of your employment with the Company, you will not use, divulge, disclose or remove in any manner whatsoever confidential information of the type described above of which you were in possession whilst in service to the detriment of the Company.
- You will also observe all the confidentiality measures which are in existence, or which may be enforced from time to time, as well as directions as to confidentiality marked on any communication, document, electronic data storage device etc. You shall indemnify and hold Company harmless and indemnified against any damage or loss caused to the Company on account of breach of confidentiality on your part. These confidentiality provisions shall survive the separation of your employment with the Company, either by way of retirement or termination or otherwise.
- In addition to your fulfilling the requirements of secrecy and confidentiality, as specified herein, also during your employment with the Company, you shall not engage in any vocation, training, employment, consultancy, business, transaction, or any other activity, which is in conflict with the

# Mahindra

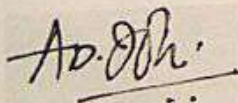
interests of the Company, in any capacity whatsoever either on your own or in association with any other individual/firm/institute/body corporate, etc., whether for any consideration or not.

- You will devote your full attention exclusively to the duties entrusted to you from time to time by the Company and while in service of this Company you will not work for any person or Company in any capacity either for any consideration or otherwise, nor do any private business without obtaining prior permission of the Company in writing.
- You will assign to the Company your entire right, title and interest in any Intellectual Property Rights (IPRs for short, which term would include patents, trade-marks, copyrights, designs, whether registered or not, and all improvements thereto) that you may make, solely or jointly with others, in the course of your employment with the Company relating to any or all systems, services and products manufactured or marketed or leased or developed. You will perform all necessary acts and execute such documents in such format as may be required by the Company, without expense to you, which in the judgment of the Company or its Attorneys may be necessary or desirable to secure to the Company full right title and interest in the IPRs.
- The Company shall at all times have the right to access and monitor all e-mails created, sent / received or stored by you using Company facility and on Company's system at any time without giving you any prior notification. All such data and information shall be the property of the Company at all times.
- You shall endeavor to uphold the good image of the Company and shall not by your conduct adversely affect the reputation of the Company and bring disrepute to the Company, in any manner whatsoever.
- You shall, on ceasing to be the employee of the Company, forthwith return all Company properties, movable and immovable, including, without limitation, all Company information, files, reports, memoranda, software, credit cards, door and file keys, computer access codes and such other property which you received or in possession or prepared in connection with your employment with the Company.
- You will be subject to all rules, regulations and policies of the Company, which may be in force from time to time.

Please sign the duplicate copy of this letter and forward the same to us within a week's time as a token of your acceptance of the above mentioned terms and conditions of the Project.

Yours Faithfully,

For MAHINDRA & MAHINDRA LTD.



Atul Joshi  
Head – HR  
AD, IO & MVML