

**Mr. Haroon Bodla,
London,
United Kingdom**

Date: 15/07/2015

Our Ref: DD/HR/OLTR/201507/01

Dear Mr. Bodla,

Further to our recent conversation, I am now pleased to formally offer you the post of General Manager – Business Development, reporting to Mr Subramanian Ramaswamy starting 03/Aug/2015 at a salary of £35,000 per annum on the terms set out in the attached Statement of Terms and Conditions of Employment.

The offer is subject to you producing satisfactory evidence that you are not prohibited from working in the UK and, in this regard, please bring with you when you first report for work either a valid passport or a valid national identity card from a member state of the European Economic Area or Switzerland. If you fail to do so you will be unable to commence employment. If this is problematic please contact me for further options.

If the terms of this offer are acceptable, please sign and date the enclosed copy of the Statement on page 9 and return it to me at the address of Deudraa Limited above. A stamped addressed envelope is enclosed for this purpose.

I look forward to hearing from you.

Yours sincerely



For and on behalf of DeuDraa Limited



DeuDraa Limited
400 Edgware Road,
London , NW2 6ND.
Tel: +44 208 450 9909
Fax: +44 208 819 6299

STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT WITH DEUDRAA LIMITED (THE "COMPANY")

Commencement of Employment

Your employment starts on the date stated in the letter offering you employment (offer letter) (or such other date as may be agreed) and that date shall be the date from which your period of continuous employment shall be calculated (unless the offer letter states that it is to be calculated from an earlier date). You will be on probation for a period of six months from your employment start date. Following this initial period of probation, and subject to a performance evaluation the company may at its discretion extend the probation period.

Job Title

Your job title and the person to whom you are to report are stated in your offer letter but, in addition to your normal duties, you may be required to undertake other duties from time to time. The Company reserves the right to change your job title and to vary your duties if the needs of the Company's business so require. The Company may also change your reporting line in accordance with the needs of its business from time to time.

Place of Work

Your normal place of work will be 400, Edgware Road, London, NW2 6ND, but the Company reserves the right to require you to work elsewhere if the interests of the Company's business so require.

Salary

Your salary per annum at the start of your employment is as stated in your offer letter. It shall be paid monthly in arrears in equal instalments into a Bank or Building Society account nominated by you on or about the 25th day of each calendar month. Unless your offer letter states otherwise, you will not be entitled to payment for overtime.

Expenses

The Company shall refund to you out of pocket expenses properly and reasonably incurred by you (including travelling expenses) in or about the performance of your duties provided you submit expense claims for approval at weekly intervals supported by all appropriate vouchers and approval and in accordance with the Company's expense reimbursement policy applicable from time to time.

Hours of Work



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The Company's standard working week is 37.5 hours per week (Monday to Friday 9.00 am to 5.30 pm exclusive of one hour lunch break). You are required to work such additional hours as may be necessary for the proper performance of your duties and the proper functioning of the business.

The nature of the Company's work is such that there is occasionally a need for employees to work for long hours in order for it to meet its obligations to clients. You may therefore sometimes be needed to work for more than 48 hours in the office during any 7 day period spread over a 17 week period. By agreeing to the terms and conditions of your employment you are consenting for an indefinite period to work such additional hours should the need arise within the meaning of the Working Time Regulations 1998. You may withdraw this consent by giving one month's written notice to the Company.

Holiday and Holiday Pay

- (a) You will be entitled to 20 working days paid annual holiday to be taken at times approved of by and agreed with the Company in advance. The holiday year is 1st January to 31st December. No more than 10 days may normally be taken at one time. A maximum of 5 days holiday may be carried forward from one holiday year to the next but only with the prior written approval of the Company and provided it is taken by the 31st March in the holiday year to which it has been carried forward. In the event of more than 5 days holiday being outstanding at the end of a holiday year because of the requirements of the business, the Company may exceptionally agree to other arrangements.
- (b) In addition to annual holiday, you will also be entitled to all public holidays applicable to England and Wales and will be paid in respect of these days. The Company may require you to work on a public holiday if the needs of the business require it but in this event you will be granted a compensatory day's holiday.
- (c) If you start or leave your employment during a holiday year, your holiday entitlement in respect of that year will be calculated at the rate of 1.67 days for each complete month of service.
- (d) Upon termination of your employment you will be entitled to pay in lieu of any unused holiday entitlement or required to repay to the Company pay received for holiday taken in excess of your holiday entitlement. Any sums so due to the Company may be deducted from any money owing to you by the Company. For the purpose of calculating pay due to you or owed by you to the Company, one day's pay shall be calculated at the rate of 1/260th of your annual salary.
- (e) You may buyback a maximum of 8 days holidays each year at the rate of 1/260th of your annual salary.



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Pay in the Event of Illness or Injury

- (a) During periods of absence from work due to sickness or injury you will be entitled to Statutory Sick Pay (SSP) subject to and in accordance with the relevant statutory rules which apply for time to time. Your qualifying days for SSP purposes are Monday to Friday inclusive of both days.
- (b) There is no entitlement to Company sick pay but the Company may, at its sole discretion, pay you an ex-gratia allowance (sick allowance) in the event you are absent from work due to sickness or injury of an amount equal to your normal salary less SSP and/or any social security benefits recoverable by you. Any sick allowance which the Company decides to pay will, generally, be paid for a period of up to 3 months in any 12 month period, the first day of absence being the first day of the 12 month period for calculating the accumulation of benefit. The payment period may be extended, exceptionally, either at an amount equal to full pay or at some lesser rate, entirely at the discretion of the Company.
- (c) In the event of any sickness or injury being caused by the Company or any third party and your being paid sick allowance by the Company during any period of absence attributable to such sickness or injury, you will take all reasonable steps to claim damages in respect thereof. Sick allowance will be regarded as a loan to be repaid in the event of a successful claim.

Notification of Sickness or Injury Absence

Payment of SSP is conditional upon your notifying the Company of your incapacity for work by midday on the first day of your absence and upon certifying your absence as follows:

- (a) For absences of up to 7 successive calendar days inclusive, you must on your return to work complete and sign a Company Self Certification Form, copies of which may be obtained from the Company (but the Company reserves the right to require you to provide a doctor's certificate to substantiate the reasons for your absence); and
- (b) For absences of 8 successive calendar days or more, you must supply a medical certificate provided and signed by a doctor. Thereafter medical certificates must be provided on a weekly basis.

Maternity Paternity and Adoption Leave and Pay

Statutory Maternity Paternity and Adoption Leave (as appropriate) will be given and Statutory Maternity Paternity or Adoption Pay (as appropriate) will be paid to qualifying employees subject to and in accordance with the relevant statutory rules.



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Absence other than through sickness, holidays and maternity

Normally, additional time off will only be granted exceptionally and without pay. However, the Company may at its discretion give additional time off with pay (less any allowances which you may be entitled to receive from a third party in respect of the absence) where the absence is to be for a substantial reason (e.g. bereavement and funeral of a very close relative or the need to attend court as a witness or juryman). You will not be paid for days of unauthorised absence.

Pension

The Company does not operate any pension arrangements, however it shall facilitate your access to a designated stakeholder pension scheme to the extent it is required to do so as a matter of law. A contracting-out certificate is not currently in force in respect of your employment.

Medical Examination

During your employment the Company may require you to be examined by a medical practitioner nominated by the Company at its expense.

Grievance Dismissal and Disciplinary Procedures

The Company has a grievance dismissal and a disciplinary procedure. Although not formally part of your terms and conditions of employment, copies of these are attached. They may be changed at any time without notice.

Termination of Employment

- (a) You agree to serve the company for a minimum period of 6 months from the commencement of employment. The company reserves the right not to accept your termination agreement if you wish to do so within the initial 6 months of continuous employment. The company may at its sole discretion waive this clause.
- (b) Your employment may be terminated by written notice given by the Company or you subject to Termination of employment – clause (a) by providing 1 month notice. During the period of probation, the company reserves the right to terminate your services by providing 1 weeks notice.
- (c) In respect of any period when notice is running the Company reserves the right to suspend you and/or to exclude you from Company premises and/or not require you to work. During any period of suspension and/or exclusion and/or period where you are



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not required to work you will be paid and be entitled to benefits as if you were working normally.

- (d) No notice or payment in lieu of notice will be given where the Company is entitled to dismiss you on a summary basis. The Company reserves the right to suspend you with pay from duty in connection with the investigation of any misconduct or gross neglect by you.
- (e) On the termination of your employment you must return all Company property including, but not limited to, any Company equipment, computer discs, books, keys, documents, correspondence, records, credit cards and passes which are in your possession or under your control and, if required to do so by the Company, sign a declaration that you have complied with these obligations.
- (f) You shall not at any time after the termination of your employment represent yourself as being interested in or employed by or in any way connected with the Company or any Associated Company.
- (g) You shall not for a period of 12 months after the termination of your employment either alone or jointly with or on behalf of any person directly or indirectly solicit or entice away or endeavour to solicit or entice away from the Company any person who at the date of termination of your employment or at any time in 6 months prior to that date is employed by the Company in the capacity of manager, director, consultant, analyst, programmer or designer.
- (h) For a period of 12 months after the termination of your employment you shall not directly or indirectly or or through with or on behalf of any other person, firm or company, in competition with the Company:
 - (a) Solicit or accept the business of any Client
 - (b) Entice, induce or encourage any Client to transfer business away from the Company;
 - (c) Deal with or provide any services to any Client, but can be done with the permission of the Company, which shall not be withheld unreasonably.

Where a Client is any client of the Company with which you had any dealings and/or to which you provided any services in the last 12 months of your employment or, where as at the date of termination you have been employed for any period less than 12 months, in that period.



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- (f) All rights and obligations in respect of Intellectual Property created made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives.
- (g) The term "Intellectual Property" means letters patent, trade marks, service marks, designs, copyrights, utility models, design rights, applications for registration of any of the foregoing and the right to apply for them in any part of the world, inventions, drawings, computer programs, Confidential Information, know-how and rights of like nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered.

Confidentiality

- (a) You acknowledge that the Company possess and will continue to possess confidential information which is of commercial value to the business of the Company and that your employment creates a relationship of confidence and trust between you and the Company in respect thereof.
- (b) You must not (other than in the proper performance of your duties or without the written consent of the Company or unless ordered by a court of competent jurisdiction) at any time whether during the continuance of your employment or after its termination disclose or communicate to any person or use for your own benefit or the benefit of any person other than the Company or any Associated Company any Confidential Information which may come to your knowledge in the course of your employment and you shall during the continuance of your employment use your best endeavours to prevent the unauthorised publication or misuse of any confidential information provided that such restrictions shall cease to apply to any confidential information which may enter the public domain other than through your default.
- (c) All notes and memoranda of any trade secret or confidential information concerning the business of the Company and the Associated Companies or any of its or their suppliers, agents, distributors, customers or others which shall have been acquired received or made by you during the course of your employment shall be the property of the Company and shall be surrendered by you to someone duly authorised in the behalf at the termination of your employment or at the request of the Company at any time during the course of your employment.

Other Activities

You must devote all of your working time and attention to the Company. You may not without the Company's written consent engage in any other trade or business. The Company will not unreasonably refuse to consent to your undertaking such activity if it does not, in its



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reasonable judgment, detract from your capacity to fulfil your duties and is not prejudicial to the Company's interests. The Company reserves the right to withdraw an approval but will not do so unreasonably. This paragraph does not affect your right to participate in public affairs.

Health and Safety

You will comply with the Company's safety and security procedures and observe in full the requirements of all Health and Safety legislation.

Changes to your Terms of Employment

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. Any major changes will be notified to you in writing and minor ones by notice on the Company notice board and/or by email.

Other Matters

- (a) The Company shall be entitled at any time during your employment or on its termination to deduct from your salary or any other sums due to you from the Company any monies due from you to the Company in respect of any overpayment of any kind made to you or in respect of any debt or other sum due from you.
- (b) References in these Terms and Conditions to "Associated Company" and "Associated Companies" are references to any company which is a holding company or a subsidiary of the company or a subsidiary of the Company's holding company as defined in s736 Companies Act 1985.
- (c) There are no collective agreements applicable to your employment.
- (d) The terms of your employment shall be governed by English Law.

I accept the terms set out above.

Signed

W. K. Cal...

Dated

01-08-2015