Sapient[®]



18th November 2011

Krishna Reddy Renabothu 11/2, 1st Cross, Maruthinagar Madiwala, Bangalore

Dear Krishna,

We are delighted to offer you a position as Interactive Developer, Level 2 with Sapient Corporation Private Limited ("Sapient").

Sapient will provide you with a total compensation package that consists of your base salary and statutory retirement benefits.

The Total Cost to Company offered to you is Rs 688,220/- which includes the following: -

- An annualized base salary of Rs 650,000/- (including HRA)
- Provident Fund and Gratuity contributions, (As per the applicable provisions and Sapient policies) equal to 5.88% of your base salary (16.8% of your Basic Salary).

Tax at the applicable rate shall be deducted at source from your salary. (Please refer to Annexure "B" for details)

Your anticipated start date will be 28th November 2011. You will be on probation for a period of 6 months from the start date of your employment. Your home office would be in Bangalore, India.

In addition to your salary, you will be entitled to: -

• Participate in the Sapient's health care and life insurance.

The realisation of the above items is subject to the terms set forth in Annexure 'A' under the respective clauses.

We are looking forward to your joining us. Our top priority is to employ individuals, like you, who can use their business knowledge and creativity to add value to Sapient and its clients. We are sure that you would find life with Sapient to be motivating and challenging.

On your first day of employment, please report to our office at Bangalore at 8:00 a.m. along with the documents mentioned in Annexure 'C'. Should there be a change in your start date, it is mandatory for you to communicate the same to us a week in advance as this impacts your experience with Sapient.

Sapient

Salarpuria GR Tech Park 6th Floor, Vayu Block #137 Whitefield Road Bangalor 560066 Karnataka, India

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sapient.com



Kindly return a copy of letter duly counter signed by you, when you receive the hard copy of the same, in acceptance of the terms and conditions set out herein. Please refer to the Annexure "A" of this letter for details on the Terms of Employment, which shall apply to your employment. By signing a copy of this letter, you agree to abide by these terms and any other published terms in effect from time to time throughout the period of your employment.

Best Regards

Prashant Bhatnagar Director, Hiring | Sapient

I hereby accept and agree to this employment contract. I agree to abide by the policies, rules and regulations of the Company as detailed below.

Signature Name Date	: : Krishna Reddy Renabothu :
Fill this section	on ONLY upon joining, in case there is a change in joining date.
I hereby conf	firm my joining date as below:
(Revised join	ning date)
Signature	:

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ANNEXURES

Annexure 'A' - Terms of Employment Annexure 'B' - Elements of Compensation Annexure 'C' - Documents to be submitted on the Date of Joining



Annexure 'A'- Terms of Employment

We are detailing below some of the significant terms of employment and employment policies that will apply to you at Sapient Corporation Private Limited ("Sapient"). Please ensure that you read and fully understand all the policies.

This offer supersedes all prior understandings, negotiations and agreements, whether written or oral, between you and Sapient as to the subject matter covered by this offer letter. During the term of your employment with the Company, you will be subject to all rules and regulations in accordance with Company policy as applicable, enforced, amended or altered from time to time.

COMPENSATION AND BENEFITS

Your annual compensation will be as per the schedule annexed here to and will be subject to deduction of tax at source. It should be appreciated that salary structure is designed based on certain statutory / IT laws and keeping in line with industry norms/ practices and employee feedback. Hence it is subject to change based on any of these inputs or on promotion or depending on the options exercised by you for claiming certain tax friendly benefits on your joining.

Your total compensation package is the sum total of Base, and Retirals mentioned below:

A. Base

(Base comprises of fixed and flexible elements of base compensation.)
People have a choice to decide on the flexible elements of base compensation.)

Fixed Elements of Base Compensation

Basic Salary Conveyance Allowance Medical Reimbursement

Flexible Elements of Base Compensation

House Rent Allowance (HRA) Leave Travel Assistance (LTA) Special Allowance

B. Retirals

You would retire at the age of 60 years in accordance with the Company's Retirement Policy. On your retirement, you would be entitled to PF and Gratuity, as applicable. Please refer to the Company's Retirement Policy for further details.

Optional Benefits

Meal Coupons Car Lease Scheme



Other Benefits

The details of the various benefits that Sapient offers are detailed in the Welcome Kit.

RELOCATION EXPENSES

This clause is only applicable to you if your package includes a component on relocation. Sapient agrees to pay for packing and moving your household goods as well as expense reimbursement for flights associated with your relocation to your home office, up to a maximum amount as stated in your offer letter.

If you leave Sapient within 18 months of your start date, you agree to re-pay all relocation expenses on or before the day of your full and final settlement at Sapient.

PROBATION

You will be on probation for a period of 6 months from the start date of your employment. During this period, either party may terminate your employment by providing 30 days prior notice in writing to the other party

NOTICE PERIOD

After the six month's probation, the prior notice period required by either party for future termination is 60 days subject to terms and conditions set forth herein below.

- The employment offered under this agreement shall be valid until either party terminates it by giving to the other party the number of days of prior notice specified above. Such notice may be given at any time during the course of employment. You are employed by Sapient "at will" and not for any specific term.
- In the event an employee requests for adjustment of his/her un-availed privilege leave against the stipulated notice period then the company may in its discretion agree to do so.
- Sapient reserves the right, at its sole discretion, to terminate your employment without providing the required period of notice, by paying salary in lieu of notice.
- Where you notified Sapient of your voluntary termination, Sapient reserves the right to accept your resignation anytime during the notice period stipulated above. You will be required to mandatorily provide minimum notice period of thirty (30)calendar days which will not be allowed to be adjusted against the un-availed privilege leave
- You shall not be entitled to any salary or any benefits after the effective date of termination of your employment with Sapient.
- In the event you do not provide the required period of notice, before voluntarily terminating your employment, Sapient reserves its right to forfeit your salary as per the requisite notice period duration. In addition, Sapient will also be entitled to adjust any amounts outstanding against you from your salary, accrued vacation or expense reimbursements, as may be legally permissible.
- You acknowledge that if you fail to provide the minimum notice period of thirty (30) days as stated above, Sapient is bound to suffer substantial damages caused due to improper transition of work, delay in completion of project, hiring and training of your replacement as per our client's requirements. Therefore considering the gravity of damages that could be suffered by the company, the company reserves its right to assess and recover such damages from you as it deems fit.
- In case of breach of these Terms of Employment or misconduct (which includes amongst other things failure to return to work after vacation, absconding from work, taking actions injurious to Sapient's business or reputation, undertaking fraudulent acts, obtaining a criminal conviction), Sapient may terminate your employment without prior notice and without any payment in lieu of notice, and all benefits shall be withdrawn with immediate effect.
- There will be no waiver of the aforesaid notice period requirements unless otherwise specified in this letter or subsequently communicated to you.



CAUSE FOR TERMINATION

In case of breach of these Terms of Employment or misconduct (which includes amongst other things failure to return to work after vacation, absconding from work, taking actions injurious to Sapient's business or reputation, undertaking fraudulent acts, obtaining a criminal conviction), Sapient may terminate your employment without prior notice and without any payment in lieu of notice, and all benefits shall be withdrawn with immediate effect.

COMPANY PROPERTY AND CONFIDENTIALITY

Please note that the conditions of this offer letter are specific to each individual and therefore, the terms should be held in confidence.

During your employment with Sapient, we may disclose to you certain trade secrets or confidential proprietary information. You agree that you will hold in confidence, and not disclose to anyone outside of Sapient any of our trade secrets and our confidential or proprietary information, or similar information that you may receive from us with respect to Sapient or any of our existing or prospective clients. Upon joining, you will be required to sign the standard Sapient Non-Disclosure, Non- Solicitation and Non-Competition Agreement regarding these and other matters relating to your employment.

INTELLECTUAL PROPERTY

All the proprietary rights title and interests in any and all intellectual properties, such as ideas, inventions, or works which are conceived, developed or prepared by you during your employment with the Company, shall vest with the Company absolutely.

CODE OF ETHICS

It is imperative for you to go through and fully comprehend Sapient's Code of Ethics and abide by it. This shall require you to read the Code of Ethics and signifying your acceptance in writing or electronically or both.

DISCLOSURE AGREEMENT

You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business(es) or activities of the Company, and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between you or any immediate relative, any such interests or circumstances which may arise during your employment.



INSIDER TRADING

Please note that during the period of your employment with Sapient and for a reasonable period thereafter, you will be strictly required to follow guidelines regarding insider trading and that will require compliance with U.S. Securities laws, including but not limited to not sharing of non-public information about Sapient or any of its Clients or affiliates that may trigger insider trading violations, with anybody, including spouse and family.

ABSCONDING CLAUSE

If you absent yourself without approved leave or remain absent beyond the period of leave originally approved or subsequently extended, the same shall be considered as you having voluntarily terminated the employment without giving notice unless you

- Return to work within three days of the commencement of such absence, and
- Give an explanation to the satisfaction of the Company regarding such absence.

LEAVE

You will be entitled to leave, holidays and other service benefits as per the rules of the Company as amended from time to time.

TRAVEL

You may be required to travel on Company work and you will be reimbursed expenses as per the Company policy.

PLACE OF WORK

You may, during your employment with the Company, be considered for employment or assignment at any other work place/branch/division of the Company within India or in any other country where the affiliates of the Company do business. Decisions for such transfers, which may be for short duration or of a long-term or permanent nature, will depend on your suitability for the intended task and other relevant factors. In the event that such a transfer is requested by the Company, you will be required to report for duty at the new place of work from the effective date communicated to you in this regard.

WORK SHIFTS

Please note that may Sapient require you to work in shifts as determined by business needs. Reasonable effort will be made to give you advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the prevalent "Shift Work Policy" of the company.

EMPLOYMENT RESTRICTIONS

Your employment with Sapient is conditional upon your not being employed simultaneously, whether full time or part time or as a contractor, with any other organization, person or entity or being a partner in a partnership firm or a Director on the Board of any Company, or having any other affiliation that will detract from your full time employment with Sapient.



BACKGROUND CHECK

This clause is applicable to you during your probation period also.

Your appointment is subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated. If required, Sapient may also conduct client specific background checks regarding you after the commencement of your employment, in the event that a Sapient client requires background checks to be conducted as an eligibility condition for working on projects for such client and if you are staffed / are to be staffed to any such project. In the event any client prescribed background checks are to be conducted, you will be required to cooperate fully in the exercise and disclose the relevant information required from you for successfully completing such background check. Based on the results of such background check, Sapient reserves the right to withdraw your staffing on such project, or to take disciplinary action against you as appropriate.

DOCUMENT SUBMISSION

You are solely responsible for the settlement of any and all dues, financial obligations and notice periods (collectively, "Dues") owed to your previous employer(s). In addition to the documents listed in Annexure C, you must submit the "relieving letters" from your previous employer(s) at the time of joining, or within two months of joining Sapient. In case you fail to submit your "relieving letter(s)" to Sapient, you must provide Sapient with a written explanation, which may be accepted or rejected by Sapient, in its sole discretion.

You further agree that, at all times during your employment with Sapient and any time thereafter, you will indemnify and keep Sapient indemnified against any judgment, loss, liability, damage, claim, or cost that may be incurred by Sapient, whether directly or indirectly, arising out of or in connection with your non submission of the relieving letter(s) from your previous employer(s) or for non-payment of your Dues to your former employer(s). In the event any such claim is made against Sapient, or if the explanation provided by you for non-submission of the "relieving letter(s)" is found to be unsatisfactory, Sapient reserves the right to take appropriate action against you including, but not limited to, termination of your employment.

CHANGE OF ADDRESS

You shall keep Sapient informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by Sapient on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.



Annexure "B" to Offer Letter Floments of Componentian	Frequency of
Elements of Compensation	Payment/ Claim
A. Base	
Base comprises of fixed and flexible elements of base compensation. People have a choice to decide on the flexible elements of base compensation.	
<u>Fixed Elements of Base Compensation</u>	
1. Basic salary	
	Monthly
2. Conveyance allowance	T
Conveyance amount is paid to people to meet transportation expenses for official purposes. This component is calculated at Rs. 800 per month. Conveyance allowance is not available for people opting for a company leased car.	Monthly
3. Medical Reimbursement	
Medical reimbursement is to cover medical expenses up to Rs. 15,000 per annum incurred by the employee and any dependent members (Spouse, Children and Dependent Parents) in respect of domiciliary treatment. Unclaimed medical amount will be paid with the March payroll every year as a taxable amount.	Any time
Flexible Elements of Base Compensation	
4. House Rent Allowance (HRA)	T
HRA is paid to people to meet cost of rental accommodation. HRA is a flexible component and can be fixed by the person either at 10% or 21% of Base Salary.	Monthly
5. Leave Travel Assistance (LTA)	
LTA can be fixed by the person as per the entitlement based on individual's career stage. If an individual does not opt for LTA default amount set is Zero. It can be claimed only once in a year and is exempt from income tax twice in a slab of 4 years For other two years LTA amount will be paid as taxable.	Annual
6. Special Allowance	
The special allowance is equal to Base minus (Fixed elements plus Flexible Elements) chosen by the person	Monthly
Optional Benefits	
7. Meal Coupons	
This is an optional benefit to buy meals from the office cafeteria or from across hundreds of restaurants across India at Rs.50 per day for 22 working days.	Monthly
8. Car Lease Scheme	
There is an optional car lease scheme available for Sr. Associates and above at the time of Joining Sapient. Associates can join the car lease scheme on satisfactorily completing 2 years at Sapient.	Monthly



B. Retirals

9. Provident Fund (PF)

As per the current rules and regulations governing the company's PF scheme, the person contributes 12% of the basic salary (4.2% of Base Salary) to the fund and the company contributes an equivalent amount.

Monthly

10. Gratuity:

Gratuity is calculated at 4.81% of the basic salary (1.6% of Base Salary). It is payable when a person leaves the services of the company after completion of a minimum of 5 years up to a maximum of Rs. 10,00,000 as per the Gratuity Act 1972.

The above stated elements of compensation are taxable as per applicable income Tax Laws.

Other Benefits

Benefits

1. Group Medical Insurance

This is a group medical insurance cover for Sapient people during their employment with Sapient with a total floating medical cover of Rs. 6,00,000 per family (Rs. 3,00,000 per family plus Rs. 3,00,000 corporate buffer) covering self, spouse and two children. For more information please read through the details available on the Sapient People Portal.

2. Group Life Insurance

Term Life Insurance (TLI) is the most basic form of life insurance. If the death of the insured individual occurs within his/her Sapient tenure, the insurance company will pay the death benefit. No money is paid at the time of individuals exit. For more information please read through the details available on the Sapient People Portal.

3. Group Personal Accident Insurance

Personal accidental is an insurance cover wherein, in the event of the person sustaining bodily injuries resulting solely or directly from an accident by external, violent and visible means, resulting into death or disablement. For more information please read through the details available on the Sapient People Portal.



Annexure "C"

Please bring the following documents on your first day of joining:

- Duplicate copy of the offer letter duly accepted (if not submitted already)
- Identification documents required (In order of preference), either:
 - Passport, or
 - Pan Card, or
 - Class 10th (Xth) certificate
- Your relieving and experience letter photocopy (only from the last organization)
- Your degree/s Graduation or Post Graduation (last highest degree) certificate photocopy
- Five (5) colored passport size photographs for opening your salary account with Citibank
- If you already have an account with Citibank, please carry your account details on day 1 of your joining
- Any of the following documents will suffice as your 'proof of identity' to open a Citibank salary account:
 - Valid Passport
 - Voter's ID Card
 - Pan Card
 - > Ration Card
- Provident Fund (PF) number and details from the previous organization
- Your PAN card

Please Note: If you "<u>DO NOT</u>" have the PAN card, immediately apply for it, by logging to the below link https://tin.tin.nsdl.com/pan/index.html

Any delays in submitting the PAN number, may delay our Finance Payroll team in processing your salary

Please maintain photo copies of the following documents for your <u>Background Check process</u>:

- 1. Copy of degree certificate and final year mark sheet of highest degree attained
- 2. Experience letter or offer letter and acceptance of resignation of last employment
- 3. Experience letter of the second last employment

Please note: You can maintain the above scanned documents in your personal e-mail IDs for your own records.