

Strictly private &confidential Date: 16<sup>th</sup> July 2012

To,
Purnima Mahunta
D/o Upendra Mahunta

Dear Purnima Mahunta,

Based on our recent discussion with you and, we are pleased to have you as a part of our team as an Associate System Administrator. This letter will officially confirm the terms of your employment. You are required to carefully read and understand the attached document on terms of employment as a part of accepting this offer.

As an employee of XI LINKS IT SOLUTIONS INDIA Pvt Ltd, we would like to brief you about a few things.

Your gross salary will be of Rs:2,32,200/-(Two Lakhs Thirty Two Thousand Two Hundred only) per annum which includes allowances. Statutory and other deductions as applicable shall be deducted from the salary.

Your appointment as an Associate System Administrator is effective from 16/07/2012. You may please bring copies of all testimonial, two passport photographs and duplicate copy appointment offer may be returned after duly signed by you at the time of joining.

We are happy that you have taken right decision to join our XI LINKS team. We believe you have a successful career ahead of you.

Yours sincerely,

Authorized Signature

TYDERABAD

ACKNOWLEDGED AND AGREED

(signature with full legal name &date)

Corporate Office

Admn. Office: Plot No. 81, Prasanth Nagar Colony,

Hydernagar, Hyderabad - 500 072.

Regd. Office: 1-98/7, Madhapur, Hitech City, Hyderabad-84.

Ph: +9140-65555555 Fax: 040-30784274

E-mail info@xilinksits.com



### TERMS OF EMPLOYMENT

Your employment for XI LINKS IT SOLUTIONS INDIA Pvt Ltd. (here in after referred as "Company "or XI LINKS") will be governed by company's policies

1. Company policies & service rules

Some of the policies governing your employment are stated here. You are advised to read HR manual for details.

Company at its sole discretion may change policies in the interest of business and the same shall be notified to you

The documents and testimonials furnished by you at the time of appointment are subject to verification by the company or by its appointed agents.

You will be time in relation to conduct, discipline, leave and any other matters which from part of this contract of employment.

#### 2. Probation

You will be on probation for a period of Six (06) months from the date of your joining after successful completion. After completion of probation period, depending on your performance and company requirements you will become regular employee of this company. Otherwise you may terminate after your probation period.

Your employment can be terminated during probationary period without any notice or compensation there of. Such termination may or may not state reasons whatsoever.

If you desire to terminate your employment during the probation period, you shall provide company thirty (30) days prior written notice with reasons for such termination.

3. Designation and Posting

You will be designated as an Associate System Administrator will be posted at our Hyderabad center. You acknowledge and agree that you can relocate to any place including clients/ affiliates place whether in India or abroad. You shall report to the Team leader\ Project manager.

4. Your Role in the Company

Company shall specify the roles, responsibilities and duties appropriate to your designation or your employment, from time to time. Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities and duties. You agree that, during the period of employment under this Agreement, you will diligently and loyally devote all of your professional skills, time, energies and best efforts to the performance of your duties on behalf of the company. All employees of the company are full-time employees and they should not have any other employment or

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Involve in any business activity or hold any other honorary office during the tenure of such employment.

The management may, on a specific application made by an employment permit holding honorary positions office on a case- to-case basis.

Employment shall additionally render such other related services as the employer may assign duties to him from time to time.

Such duties shall be rendered at the above-mentioned premises and at such other place or places as employer shall in good faith require or as the interests, needs, business and opportunities of employer shall require.

You will have the responsibility for efficient, satisfactory and economic operation in the areas of responsibility that may be assigned to you from time to time. It is the intention of the company that every employee of the company takes upon himself/herself certain degree of responsibility and accountable for the work undertaken by him/her.

5. Salary, Benefits and Travel Expenses

Your gross pay is Rs:2,32,200/- (Two Lakhs Thirty Two Thousand Two Hundred only) per annum. XI LINKS may take up review of salary and allowances after probationary period depending upon various shall bear all travel and stay expenses pertaining to official travel as per eligibility criteria.

Food will be provided during working hours at subsidized cost.

6. Leave policy

Company's leave policy shall apply to your employment and may be modified by company at any time, in its sole discretion, upon notice to you.

#### 7. Conduct & Behavior

You ensure yourself to be punctual and observe dress code.

Any misconduct, willful, intentional or otherwise, while on duty or off- duty leading to such situation where it affects your performance or company shall attract necessary disciplinary action.

Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of company leave policy, unauthorized disclosure of company's confidential information, gross insubordination, involvement in any act of moral turpitude etc. shall be viewed seriously and such acts shall attract necessary disciplinary action.

8. Intellectual Property

You agree that rights, title and interest whatsoever, including, but not limited to patents, copyright, trade secrets and design rights whether registered or not, arising or created as a result of the development of and or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment,

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Whether alone or in conjunction with others during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer Program, documentation, or other material which you conceive, discover or create during or in consequence of employment hereunder (Work product) shall belong exclusively to the company. You here by convey ownership in such right, title and interest to company and its affiliates upon inception or development.

# 9. SECRECY (Non-Disclosure of information concerning business)

9.1 Employees of the company should be fully aware of the sensitive nature of their assignment and should not divulge to any person, except with the specific authority of the management, Any information regarding the company's operations or that of any of its clients or an information of any kind, nature or description concerning any matters affecting or relating to the business of employer, including without limitation, the names of any of its customers, the prices it obtains or has obtained or any other information concerning the business of the employer, its manner of operations or its plans processes or data of any kind, nature or description without regard to whether any or all of the foregoing matters would be deemed confidential, material or important. Every employee is authorized to disclose or provide the necessary information pertaining to the particular client only to the official representing the said client. No documents or stationery or any other matter should be handed over to any person without the specific written approval from the management.

9.2 You will be signing non-disclosure agreement (NDA) to this extent at the time of

your joining.

9.3Employee's shall not seek or solicit any business from XI LINKS clients during the tenure of employment for a period of three years after the resignation\ termination of their employment.

10. Binding effect of agreement

10.1 This agreement shall be binding on to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.

10.2 Employee shall not have the right to make any contracts or other commitments for or on behalf of employer.

11. Termination of Employment Relationship

11:1 The company and you mutually accept the possibility that at some future point the company or you may wish to end this employment relationship.

11.2 If the termination is due to misconduct or willful act actual damages it has suffered through this breach.

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#### 12. ARBITRATION

- 12.1 Any dispute arising out of or in connection with this agreement shall be resolved by arbitration in Hyderabad in accordance with the Arbitration and conciliation act, 1996.
- 12.2 After exhausting the provision 11.1, the Agreement will be governed by law and to be settled legally in the jurisdiction of Hyderabad.

Company and you believe to the best of knowledge and this offer along with terms of employment is fair and reasonable. The company and you mutually understand and accept this Agreement by our respective signatures.

XI LINKS IT SOLUTIONS INDIA PVT.LTD

HYDERABAD

Agreed and executed

Authorized signature

Purnima Mahunta

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