



EXULT CONSULTANCY

Ref: HR/APP/0414/008564

Dated: Oct 6, 2014

Mr. SanthoshKumar S M
4/912, Chinnathaiammal St,
Teachers Colony, Behind G.H.
Dharmapuri, 636701

Dear Santhoshkumar S M,

Greetings!

We are pleased to offer you the position of **Software Engineer**, Software Testing Division of Exult Consultancy. Your intended start date will be Oct 20th 2014. We offer you starting compensation as follows:

Monthly Break Up:

Earnings	Amount in Rs.
Basic	9844.00
HRA	4428.00
Conveyance	1680.00
Medical concession	2625.00
Special allowance	3279.00
GROSS EARNING	21856.00

The above package is equivalent to a gross annual salary of Rs: 262272/-. You will be governed to all times by the policies, procedures and rules of Exult consultancy related to the salary, allowances, benefits and perquisites which are specified in this Agreement and its Annexure. Exult consultancy may modify or change such allowances, benefits and perquisites from time to time in accordance with its policies.

Please read this Consulting Agreement before you agree to its terms by signing it. The Agreement sets forth certain important benefits, terms and conditions related to your employment with Exult consultancy. To accept this offer, sign both copies of this Agreement and return one copy to Exult consultancy, # No.34 Krishna complex, 1st Floor, NSC Boss Nagar, Poothapedu main road



EXULT CONSULTANCY

Porur, Chennai – 600116, Tamil Nadu.

You understand and agree that your employment with Exult consultancy is terminable with one month's notice period. Exult consultancy makes no express or implied commitment that your consulting agreement will have a minimum or fixed terms or that it is terminable only for cause. You may quit employment at Exult consultancy by giving one month's notice and Exult consultancy may terminate your contract with one month's notice. Neither Exult consultancy nor you make any promise that employment will continue for a set period of time or that employment only under particular circumstances.

PROPRIETARY INFORMATION

You will be employed by Exult consultancy in a capacity in which or may receive confidential information which is of value to Exult consultancy. You therefore agree to abide by the following terms and conditions.

Your employment creates a relationship of confidence and trust between you and Exult consultancy with respect to certain information of a confidential, proprietary or trade secret nature. For the purpose of this Agreement, all such confidential, Proprietary or trade information will be referred to as "Proprietary Information".

Proprietary Information includes without limitation:

1. All software developed or licensed by or for Exult consultancy or Its customer or licensed to Exult consultancy by a third party, and any documents or listing pertaining to such software; the terms "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a programs (source code, object code or otherwise), its audio-visual components(menus, screens, structure or organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation, diagram, flowchart, designs, drawings, specification, models, data, bug reports and customer information.
2. Marketing and sales plan, product development plans, competitive analyses, benchmark test results, business and financial plans or forecasts, non-public financial information, agreement and customer and consultant list of Exult consultancy.
3. Any information or material not described above which relates to Exult consultancy inventions, technology developments, "know-how", purchasing, accounting, merchandising, or licensing.
4. Any information of the type described above which Exult consultancy has a legal obligation to treat as confidential, or which Exult consultancy as proprietary or



EXULT CONSULTANCY

designates as confidential, whether or not owned or developed by Exult consultancy.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that you would have learned in the course of similar employment elsewhere.

At all times, both during and after your employment with Exult consultancy. You will hold Proprietary Information in confidence. You will not use, transfer, publish, disclose, or report Proprietary Information directly or indirectly.

You agree that you have not brought any proprietary information of a former employer to Exult consultancy and that you will not use any proprietary information of a former employer in the performance of your work with Exult consultancy unless you have written authorization from your employer.

You will promptly disclose to Exult consultancy all ideas, processes, inventions, modification, and improvements (collectively referred to as "Inventions") relating to any work or business carried on by Exult consultancy, conceived by you alone or with others during the terms of your employment, whether or not conceived during regular business hours.

All such Inventions shall be the sole and exclusive property of Exult consultancy. You also agree to execute without receiving additional compensation: (a) any formal documents necessary to assign any Invention to Exult consultancy; and (b) all documents require to obtain a patent, register a copyright, or enforce Exult Consultancy's rights in such Inventions. These obligations shall continue beyond the termination of employment with respect to Invention you conceive or make during the period of your employment.

You will not during your employment with Exult consultancy carry on either alone or in partnership or in directly or indirectly employment or concerned in any business undertaking other than that of Exult consultancy, except as a shareholder in public quoted company unless you have obtained the previous written consent of Exult consultancy. Further, you will not accept gift, entertainment or other favors from persons or bodies with which Exult consultancy has business dealings unless you have obtained the previous written consent of Exult consultancy.

You will not knowingly export directly or indirectly any U.S. origin technical data to those countries for which a U.S. and/or Indian export license is required under U.S. and/or Indian Export Administration Regulation without first obtaining from the U.S. Department of Commerce and/or Indian Government a license authorizing the export.

You shall upon termination of your contract with Exult consultancy and upon Exult consultancy request reaffirm your recognition of the importance of maintaining the confidentiality of Exult consultancy's Proprietary Information and reaffirm the entire obligation set forth in this Agreement.



EXULT CONSULTANCY

You shall upon termination of your contract with Exult consultancy return all property belonging to employment, including without limitation all Property Information, documents, software, discs, diskettes, tapes, and any other form of media, copies of any of the above, microcomputer systems, computer terminals, modems, other hardware telephones, credit cards, and/or company automobile.

GENERAL TERMS

If you and Exult consultancy are unable informally to resolve any dispute arising out of or related to your contract by Exult consultancy, you agree that Exult consultancy may elect, in its sole discretion and at any time, for the dispute to be mediated and/or submitted to binding arbitration. Mediation is an informal process in which a neutral third party without the power to decide or to impose a solution helps the parties to resolve a dispute. Arbitration is a process in which the parties to submit their dispute to neutral third party whose purpose is to decide the outcome and make binding decision.

If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.

This Agreement sets forth the entire agreement between you and Exult consultancy with respect to the subject matter it address andsupersedes all prior representation and understandings. Whether oral or written. This agreement may be changed only by an agreement in writing signed by you and Exult consultancy

By signing below you are agreeing that you have read and understood every provision of this Agreement and that, in consideration for your employment at Exult consultancy, you agree to be bound by all the terms, conditions, and obligation set forth above.

We look forward to having you being work with us.

Yours Sincerely,



HR Manager,
Exult Consultancy,


Employee Signature