



Affluent Global Services Pvt. Ltd.

APPOINTMENT LETTER / EMPLOYMENT AGREEMENT

This Agreement, entered on 25th of May, 2016 between Affluent Global Services with a principle place of business at Plot No: 97, 4th Floor, Beside CGR International School, Ayyappa Society, Madhapur, Hyderabad 500 081, A.P., India (hereinafter referred to as "Employer"), and Mr. Santosh Arakeri (hereinafter referred to as "Employee") residing at H. No: 4, PO: Jumanal, Dist : Bijapur, Karnataka: 586122.

WITNESSETH THAT:

WHEREAS, the Employer is engaged in the Software Development business

WHEREAS, the Employee is a software professional.

WHEREAS, pursuant to the offer letter signed between the Employer and Employee, Dt. 13th May 2016 the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the employment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by as follows:

Article-1 Employment:

The Employee agrees that he/she will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his/her assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.

Article-2 Position Title:

In the capacity of "Sr. Lotus Notes Migration Consultant", the Employee is required to perform the following duties and undertake the following responsibilities in a professional and workmanlike manner to meet the highest industry standard:

- Good understanding of Lotus notes to exchange migration and coexistence.
- Working experience on binary tree CMT for exchange Migration.
- Hands on experience on Lotus notes to Microsoft exchange migration projects is must.
- Understanding of binary tree notes to exchange migration infrastructure.



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- Troubleshooting/escalating any issues related to migration workers, migration farms, mail file audit and replica creation throughout the migration engagement.
- Understanding and follow the migration process / checklist, sharing the daily migration reports with project stakeholders. Participate in status update calls with PJM/Leads.
- Work within deadlines.
- Maintain excellent knowledge base of industry trends and developments.
- Perform other duties as required.

Article-3 Term & Termination:

- a) The Employer hereby appoint the Employee in the capacity of "Sr. Lotus Notes Migration Consultant" and the Employee hereby agrees to serve in such capacity, for the period beginning from **25th of May, 2016** and ending on the date on which the Employee's employment is terminated or concluded in accordance with paragraph 3.(d) below (the "Employment Period").
- b) Nothing in this Agreement obligates Employee to accept any offer to provide services. However, all terms and conditions of the Agreement shall remain in force during any and all periods for which Employee services are provided to the Employer and for any other periods before and/or thereafter as stated herein.
- c) This Agreement shall continue till the period of employment until cancelled by either of the parties hereto upon sixty (60) days written notice to the other party irrespective of probation completion. During the probation period, clauses mentioned in Article 16 apply.
- d) The Employer shall have the right to immediately terminate or cancel this Agreement in whole with or without notice to Employee, in its sole discretion, determines Employees performance to be unsatisfactory or in the event of any breach of the obligations of this Agreement by the Employee.
- e) The Employee agrees that in case where he is terminated or leaves the employment of Affluent Global services, he will refrain from joining Microsoft or any company who are also working for Microsoft for a period of twelve months from the date of his relieving his position at Affluent Global Services. He is liable to be prosecuted for such an act by the company if he is found to breach this clause.



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Article-4 Employee Duties:

The Employee agrees that during the Employment Period he/she shall devote his full business time to the business affairs of the Employee and shall perform his/her duties faithfully and efficiently subject to the direction of the Employee provided that the foregoing shall not limit or prevent the Employee from serving on the board of directors of charitable organizations or other business corporations not in competition with the Employee. The Employee shall not be assigned duties and responsibilities that are not generally within the scope and character associated or required of other employees of similar rank and position.

As of the earliest of:

- a) The last day of the month in which the date of the Employee's death occurs; or the date on the Company gives notice to the Employee if such termination is for Cause or Disability.
- b) For purpose of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to the Company or will full and material breach of this Agreement.

Article-5 Compensation:

Subject to the following provisions of this Agreement, during the Employment Period the Employee shall be compensated for his services as follows:

5.1 The employee shall receive an annual salary of **INR 9,00,000** all inclusive; payable in monthly, subject to such increases as may from time to time be determined by the Employer.

5.2 The Employee shall be entitled to vacations as mentioned in leave policies.

Article-6 Non Competition:

During the period of his/her employment and for 1 year after employment with Affluent under this Agreement, the Employee shall not be employed by or otherwise engage or hired in or be interested in any business in competition with the Employer, or with any of its subsidiaries or affiliates, except that the Employee's investment in any such business shall not be considered a violation of this covenant.

Article-7 Confidentiality:

During the term of this Agreement and one (1) year thereafter the Employee will not divulge or appropriate to his own use or to the use of others, in competition with the Employer, any secret or confidential information or knowledge pertaining to the business of the Company, or of any of its subsidiaries, obtained by him in any way while he was employed by the Company or by any of its subsidiaries.



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Article-8 Remedies:

If at any time the Employee violates to a material extent any of the covenants or agreements set forth in Article 6 & 7, the Employer shall have the right to terminate all of its obligations to make further payments under this Agreement. The Employee acknowledges that the Employer would be irreparably injured by a violation of paragraph 6 or 7 and agrees that the Employee shall be entitled to an injunction restraining the Employee from any actual or threatened breach of paragraph 6 or 7 or to any other appropriate equitable remedy without any bond or other security being required.

Article-9 Amendment & Termination:

This Agreement may be amended or cancelled by mutual agreement of both the parties without the consent of any other person and, so long as the Employee lives, no person, other than the parties hereto, shall have any rights under or interest in this Agreement or the subject matter hereof. The Employment Period shall terminate as of the earliest of:

- (a) The last day of the month in which the date of the Employee's death occurs; or the date on which the Company gives notice to the Employee if such termination is for Cause or Disability.
- (b) For purposes of this Agreement, "Cause" means the Employee's gross misconduct resulting in material damage to the Company or willful and material breach of this Agreement.

Article-10 Notices:

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered mail to the Employer at its principal executive offices or to the Employee at the last address filed by him in writing with the Employer, as the case may be.

Article-11 Non-Assignment:

The interests of the Employee under this Agreement are not subject to the claims of his creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

Article-12 Successors:

This Agreement shall be binding upon, and inure to the benefit of, the Employer and its successors and assigns and upon any person acquiring, whether by merger, consolidation, purchase of assets or otherwise, all or substantially all of the Employer's assets and business.



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Article-13 Entire Agreement:

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

Article-14 Severability:

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

Article-15 Counterparts:

The Agreement may be executed in two counterparts, any one of which shall be deemed the original without reference to the others.

Article -16 Probation

- a) You shall be on probation for a period of 3 months and your leave benefits would start from your date of joining.
- b) During the probation period if your performance is not satisfactory, the management reserves the right to terminate your service without assigning any reason thereof or without any notice or notice pay thereof.
- c) The management also reserves the right to extend the probation period if your performance is not satisfactory.
- d) However, after successful completion of probation, your appointment shall be confirmed, in writing, by the management.
- e) You would be enrolled into medical insurance, a benefit provided by the company to safeguard health of its employees.

Article-17 Leave Policies:

Annexure-1 attached



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Article-18 Applicable Law:

This Agreement shall govern & construed in accordance with the laws of Andhra Pradesh, India.

IN WITNESS WHEREOF, the Employee has hereunto set his hand, and the Employer has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

Employee Name: Santosh Arakeri

Signature

AFFLUENT GLOBAL SERVICES

By: _____

Its: Operations Director

