



5th Floor & 6th Floor,  
Subramanya Arcade, Tower 'D',  
No: 12, Bannerghatta Road,  
Bangalore: 560 076.

Tel : +91 80 4012 8500  
Fax : +91 80 2678 3443

www.collabera.com

July 31, 2013

HR/IND/6333

**Upender Tadewar**  
Pune

**Appointment at Collabera Solutions**

Dear **Upender**,

We are pleased to appoint you as **Software Engineer at Level 8** at Collabera Solutions Pvt. Ltd.'s, Bangalore Office, deputed at client location at Pune with effect from **July 31, 2013** on the following terms and conditions:

1. **SALARY AND ALLOWANCE:**

**BASIC**

You will be paid a Basic Salary of Rs. **16,667/-** per month.

**HRA**

The Company recognises its responsibility to help you secure a reasonable accommodation and hence, you will be paid a HRA of Rs. **6,667/-** per month.

**SPECIAL ALLOWANCE**

You shall be entitled to a Special Allowance of Rs. **12,093/-** per month.

2. **MAXIMUM REIMBURSEMENT FOR OUT OF POCKET EXPENDITURE**

The Company recognises the fact that it needs to reimburse certain out-of-pocket expenses incurred by you on official work. However, with a view to control such expenditure, the company has imposed limits towards reimbursement under various heads of expenditure and you shall accordingly be entitled to reimbursements as per the applicable Company policy. The Company shall have the right to review and revise the limits as and when it deems to be necessary.

**MEDICAL**

You will be allowed to claim reimbursement of Medical expenses up to a maximum of Rs. **1,250/-** per month subject to provision of appropriate bills.

**CONVEYANCE**

You shall be entitled to a Conveyance Allowance of Rs. **800/-** per month.

**LTA**

You will be entitled to LTA of Rs. **1,388/-** per month, which you can avail of against leave.

**3. PROBATION**

You will be on probation for the first three (3) months from the date hereof. Upon Completion of this period, based on a confirmation recommendation report, your appointment with the company shall be confirmed.

**4. LEAVE**

You will be entitled to leave as per applicable Company policy.

**5. PROVIDENT FUND AND GRATUITY SCHEME**

You will also be covered under the Employees Provident Fund Scheme and the Company's Gratuity Scheme, which is as per the Payment of Gratuity Act, 1972.

**6. TRANSFER**

The Company reserves its right to transfer you to any of its departments or functions or offices or its subsidiaries anywhere in India or abroad.

**7. CONFLICT OF INTEREST**

You shall not undertake any activities which shall conflict with the terms of your appointment and / or with the interests of the Company. In the event that you desire to take any activities or assignments for any third parties, you would require the prior written approval of your Manager and the Head of the Human Resources Department. Further, should you leave the Company, you shall not work for any of Collabera's client or competitor within six months of you leaving the Company.

**8. RULES AND REGULATIONS**

You shall abide by the rules and regulations of the Company which are in force and or may be framed from time to time.



**9. SAFETY OF COMPANY ASSETS AND LIFE**

You shall be responsible for the safe-keeping of all the Company's property and observance of all safety protocols failing which the Company reserves its right to take appropriate disciplinary action against you. The disciplinary action may include fine or termination from the services of the organisation depending on the nature and extent of the damage caused to the Company's property.

**10. PERSONAL INFORMATION**

You shall keep the Company informed of any changes in your residential address or civil status.

**11. TERMINATION AND NOTICE PERIOD**

During the probationary period, this appointment contract may be terminated by either party by giving **Forty Five calendar days (45 calendar days)** prior written notice. On Confirmation, the contract can be terminated by either party by giving **Forty Five calendar days (45 calendar days)** prior written notice. The period of notice shall commence from the date of submission of the resignation letter. In some cases, the Company may at its discretion reduce the notice period depending on current role the employee is performing and time taken to transition duties. In the event that the Company terminates this contract, it may, at its discretion, reduce the period of notice it is required to give you and in lieu thereof compensate you by paying a sum equivalent to your Basic Salary + HRA for the balance notice period. Should Collabera terminate your employment with cause (willful misconduct, non-performance, corrective action, insubordination, illegal action falsification of data etc.), Collabera will not provide you any notice period or pay thereof.

During the notice period, you shall be required to carry on with your duties in a professional and diligent manner and assist in the transitioning of your role/functions to a person nominated by the Company. In the event you fail to do so, you shall be liable to compensate the Company for any losses suffered in this regard. Further, the Company shall have the right to set off such losses against amounts due to you, if any.

**12. NON-DISCLOSURE AGREEMENT**

You will have to sign and return a copy of the NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("NDA") that is enclosed herewith. The signing of this NDA is mandatory and a pre requisite, as per Company policy, for your appointment to take effect.

**13. JURISDICTION**

The terms hereof shall be subject to the laws of India and the courts in Bangalore shall have exclusive jurisdiction.

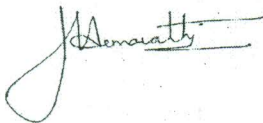
14. **EMPLOYEE HAND BOOK**

You shall undertake to read and understand the contents of Employee Hand Book and agree to abide by the guidelines mentioned there in.

We wish you well in all your endeavors in the Company.

Please sign a copy of this letter and the NDA enclosed herewith and return it to us as a token of your acceptance.

Yours faithfully,  
for **Collabera Solutions Pvt. Ltd.**



**Hemavathi J**  
**Senior Manager - Human Resources**





5th Floor & 6th Floor,  
Subramanya Arcade, Tower 'D',  
No: 12, Bannerghatta Road,  
Bangalore: 560 076.

Tel : +91 80 4012 8500  
Fax : +91 80 2678 3443

[www.collabera.com](http://www.collabera.com)

## **EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

### **Covenants on Confidential Information and Property**

- a. **Prohibition on Disclosure and Use:** During Employee performance of services for the Company, and after Employee services terminate, Employee shall not, directly or indirectly, (i) disclose or disseminate to anyone the Confidential Information, except to those Personnel of the Company whom the Company has specifically identified to Employee in writing as having a clear need to know it, or except as otherwise specifically authorized in advance in writing by a vice-president or higher level officer of the Company; or (ii) use the Confidential Information for Employee's purposes or any other person or entity, except solely for the Company during Employee's performance of services for the Company, and then only in the Company's sole interest and on its sole behalf. Notwithstanding the previous sentence, Employee may disclose Confidential Information in accordance with a lawful governmental order directed to Employee to do so in regard to specified Confidential Information, but only after immediately notifying the Company upon Employee's initial receipt of any government request or of information about a potential order to be issued by the government so as to give the Company adequate opportunity to object to its disclosure.
- b. **Copies:** Except as required to perform the Employee's services for the Company, Employee shall neither copy documents or data in any form, including, but not limited to, diskettes and electronic media, nor create documents or files, containing Confidential Information.
- c. **Fiduciary Nature of Information Held by Employee:** Employee agrees to hold Confidential Information in a special capacity based on trust and confidence ("fiduciary" capacity) for the benefit of the Company, and to disclose fully to the Company immediately upon origination or acquisition thereof, any revisions or additions to the Company's Confidential Information.
- d. **Return of Confidential Information and Company Property:** After Employee's services for the Company terminate, Employee shall promptly return to the Company all documents, records, notebooks, and other tangible embodiments of Confidential Information and other materials constituting Confidential Information or other property of the Company (regardless of the media in which such Confidential Information or Company property is stored), including copies thereof, then in Employee possession or under Employee control, whether prepared by Employee or by others. Any such Confidential Information that cannot be returned at such time shall be destroyed, which in the case of Employee personal systems or devices, including backup and restorative devices, that are not Company property being returned to the Company, means the deletion and destruction from such systems and devices. If at any time after Employee services for the Company terminate any additional Confidential Information or other Company property is discovered in Employee's possession or control, Employee shall immediately return to the Company all such Confidential Information or other Company property, including all copies and portions thereof.





### Covenants on Non-Competition and Relations with Clients and Personnel

- a. **Separate Covenants:** In consideration for the Company's agreement to permit Employee to perform services for it under the terms of this Agreement, Employee acknowledges and agrees that in order to assure that Employee devotes adequate time and attention to the Company while performing such services, and that during and after Employee's services for the Company terminate, in order to adequately protect the Company's investment in its Confidential Information, and its relations and goodwill with its Active Clients and Prospective Clients and with its Active Personnel and Prospective Personnel, and to protect the Company from unfair competition in connection with the special, unique and/or extraordinary services Employee provides, it is necessary and desirable that there be separate covenants for exclusive services and not to compete, not to solicit or service certain Clients, and not to recruit or hire certain Personnel for limited duration and scope. Employee understands and agrees that the restrictions imposed in these covenants represent a fair balance of the Company's rights to protect its Business and Employee's right to pursue employment and/or self-employment.
- b. **Exclusive Services and Non-Competition during Term of Services:** Employee agrees to perform services exclusively and full-time for the Company and solely for its benefit. In addition, during such time Employee shall not act or participate, directly or indirectly, for Employee in the Business or as owner, principal, co-venturer, stockholder, partner, option holder, director, officer, member, trustee, creditor, guarantor, independent contractor, consultant, representative, agent or employee, for any other person or any entity that is engaged in the Business, provided, however, that this paragraph does not prohibit Employee from performing services for the Company, from engaging in volunteer work for a non-profit organization, or from owning, solely as a passive investment, up to \$100,000 of shares of capital stock of any publicly held corporation or entity.
- c. **Relationships with Clients and Personnel:** During the period that Employee performs services for the Company as an employee and for a period of two (2) years after Employee's services for the Company terminate, Employee will not, either for Employee or on behalf of any other person or any entity, do any of the following:
  - i. That within or for the United Kingdom, India or any other European State Employee shall not, directly or indirectly, for yourself or for any other person or entity (except for the Company), as an owner, principal, co-venturer, stockholder, partner, director, officer, member, trustee, creditor, guarantor, independent contractor, consultant, representative, agent or employee or otherwise, (aa) recruit, solicit, encourage, hire, or retain, any Active Personnel, or Prospective Personnel, to leave his/her employment or consultancy at the Company or to join Employee or any other person or entity as an owner, principal, co-venturer, stockholder, partner, director, officer, member, trustee, creditor, guarantor, independent contractor, consultant, representative, agent or employee, or (bb) attempt to do or assist in doing any of the foregoing in (aa), except that as to Active Personnel this restriction in (i) shall apply only to such Active Personnel who were providing services to the Company or to any Active Customer through the Company at any time within the six (6) month period prior to such recruitment, solicitation, encouragement, hiring, retention, or attempt or assistance to do so on your part.
  - ii. Employee further agrees that within or for Employee's Restricted Territory, Employee shall not, directly or indirectly, for Employee or for any other person or entity (except for the Company), as an owner, principal, co-venturer, stockholder, partner, director, officer, member, trustee, creditor, guarantor, independent contractor, consultant, representative,





agent or employee or otherwise, (aa) solicit, sell to, market to, assume account management or maintenance responsibility for, recruit for, or otherwise provide services to, any Active Customer or Prospective Customer, for the purpose of providing any services similar to or in competition with the Business engaged in by the Company, or (bb) attempt to do or assist in doing any of the foregoing in (aa), or (cc) influence or attempt to influence any Active Customer or Prospective Customer to alter, decrease or terminate its business relationship with the Company or divert business from the Company, or (dd) influence or attempt to influence any Personnel working for the Company to cease or decrease performing services through the Company for any Active Customer or Prospective Customer.

- iii Employee agrees that within or for the United Kingdom, India or any other European State, Employee will not directly or indirectly, for Employee or for any other person or entity, engage in any conduct that, under the laws of the United Kingdom, India or any other European State in which or for which Employee was providing services for the Company, would constitute an unfair trade practice, an unfair business practice, unfair competition, or tortuous conduct against the Company. The conduct prohibited by the previous sentence shall include, but not be limited to, business defamation and raiding or pirating of Personnel of the Company

### Intellectual Property Rights

Employee covenants and agrees that the Company shall own the exclusive rights to all work product which Employee may conceive, create, design, discover, develop, or improve, either solely or jointly with any other person or persons, in the course of Employee performing services for the Company (the "Work Product"). The Work Product shall include, but not be limited to, all materials, visual works, ideas, programs, processes, articles, products, goods, and devices which are protectable by copyright, trade secret, trademark and/or patent law ("Intellectual Property") and were conceived, created, designed, discovered, developed, and/or improved by Employee. Employee hereby assigns to the Company all right, title and interest in and to such Work Product, including but not limited to, all Intellectual Property rights, copyrights, and moral rights and agree to take such actions and execute such documentation as may be required to evidence the Company's ownership of such rights in the Work Product and to permit the Company to register its Intellectual Property rights in such Work Product. All services provided by Employee shall be deemed "Works made for Hire" and any and all such rights in such Works made for Hire. For purposes of this Agreement, Work Product shall be deemed to have been created in the course of Employee's performance of services for the Company if the Work Product relates in any way to the Business of the Company and regardless of whether or not such Work Product was created at the Company's facilities and utilizing the Company's resources.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Employee