

INAHR/11/2636

November 21, 2012

Mr. Vishal Gadade
Magarpatta City
Pune - 411013

Dear Vishal Gadade,

Sub: Appointment

With reference to the discussion we had with you, we are pleased to appoint you as **Senior Analyst Quality Assurance** in Grade **H** on the following terms and conditions:

Salary and benefits

Salary and benefits are detailed in the Annexure.

Place of work

Your initial employment location will be in Pune. However, your services are transferable to any place in the country or abroad or to any of its associate or sister concern or its subsidiary client location, at the sole discretion of the management.

Code of conduct

You shall devote your whole time and attention to the business and interest of the Company and shall not engage in any other business or occupation whatsoever, except with the Company's consent in writing.

You shall either directly or indirectly not work or do consultancy or engage in any such services of any organization, Company or firm or any company which is subsidiary or parent of a Company which is in direct competition in business with the Company for a period of one year from the date of leaving the services of the Company.

You shall at all times, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.

You shall, honor and comply with all rules and regulations of the Company and statutory requirements in letter and spirit.

Confidentiality

You shall maintain utmost secrecy with regard to confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, and finances, dealings with information relating to suppliers, employees, agents, distributors, and customers.

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BNY MELLON

Level 3, Tower 8, Magarpatta City SEZ, Pune -411 013 Tel : 91-20-6621 7000, Fax : 91-20-6621 7005
www.inautix.co.in

iNautix Technologies India Private Limited is a subsidiary of The Bank of New York Mellon Corporation.

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You shall not, during your employment and at all times thereafter, directly, or indirectly use or disclose confidential information except for the sole benefit of the Company. This restriction shall cease to apply when it may come into the public domain otherwise than through unauthorized disclosure by you or such information which you shall be obliged to disclose by law.

You shall not take copies of confidential documents or information for your own purposes, and forthwith upon relieving on resignation / termination, you shall return to the Company all documents, records, and accounts in any form (including electronic, mechanical, photographic, and optic recording) relating to the matters concerning the business or dealings or affairs of the Company.

You shall not during your employment and at all times thereafter do or say anything that may injure, or directly or indirectly damage the business of the Company.

You shall maintain utmost confidentiality with regard to your compensation and benefits. You shall not discuss your compensation and benefits with anyone, but with the Manager you report to.

You shall sign the Proprietary Rights and Non-Disclosure Agreement.

Reporting

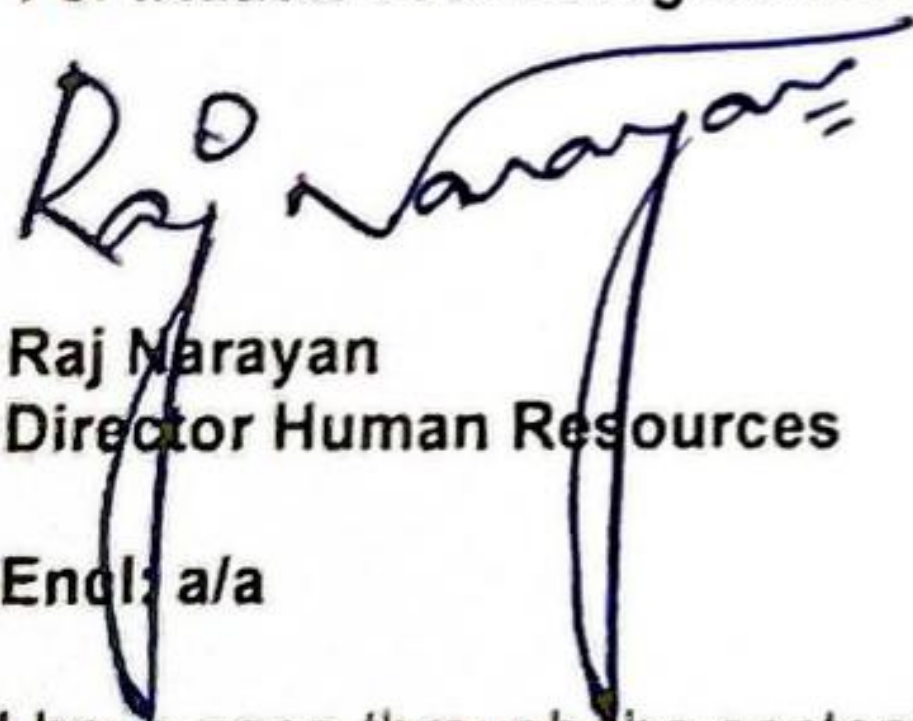
You will report to the person to whom you are assigned by the Management.

Termination of service

You will be required to give two months notice or salary thereof in case you decide to leave our services subject to the Company's discretion; in the event of you having any incomplete assignment, the Company will have the discretion to relieve you only at the end of the two months notice period. Similarly, the Company can terminate your services by giving two months notice or salary thereof.

Please sign and return the duplicate copy of this letter and annexure as a token of your acceptance of the terms and conditions mentioned herein.

Yours sincerely,
For iNautix Technologies India Pvt Limited


Raj Marayan
Director Human Resources

Encl: a/a

I have gone through the contents of this letter and having convinced and satisfied by the same, I am affixing my signature:

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Mr. Vishal Gadade

1. Basic

Your basic salary will be **Rs. 15,000/- (Fifteen Thousand)** per month.

2. Special Allowance

You will be paid Allowance of **Rs. 4,899/- (Four Thousand Eight Hundred Ninety Nine)** per month. This allowance shall not be reckoned for the purpose of PF, and Gratuity.

3. Conveyance

You will be reimbursed conveyance expenses of **Rs. 800/- (Eight Hundred)** per month.

4. HRA

House Rent Allowance applicable to your grade is **Rs. 7,500/- (Seven Thousand Five Hundred)** per month.

5. Leave Travel Assistance

You will be entitled to Leave Travel Assistance of **Rs. 15,000/- (Fifteen Thousand)** per annum. LTA shall be availed as per Company policy.

6. Medical Reimbursement

You will be entitled to reimbursement of expenses upto a maximum of **Rs. 7,500/- (Seven Thousand Five Hundred)** per financial year towards domiciliary medical treatment. Any unutilized amount will be paid to you as allowance at the end of the financial year.

7. Performance Bonus

An estimated sum of **Rs. 21,000/- (Twenty One Thousand)** per annum shall be paid subject to your performance and the performance of the organization.

To be eligible for the Performance Bonus you must be on the payroll of the Company on the date the payments are actually made. You shall not be entitled for any payments if you are serving your resignation or termination notice period at the time when a payment is due to be made. There will not be any partial payments made in any given year.

8. Medical Insurance

You will be entitled for medical insurance coverage for self and any three dependants under Group Mediclaim Policy of the company. Dependants shall be Spouse, Children, Parents or Parents-in-law.

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9. Personal Accident Insurance

You will be covered under the company's Group Personal Accident Scheme.

10. Leave

As per company policy, Associates are eligible for 20 days Paid Time Off per year. In addition, they will be extended 5 days Bereavement Leave, 5 days Paternity Leave and Maternity Leave as per the Maternity Benefits Act, 1961.

11. Absence without Notice

Absence for a continuous period of 10 days (including absence upon leave though applied for but not granted) and when over-stayed for a period of 10 days would make you lose your lien on service and shall automatically come to an end without any notice or intimation.

12. Provident Fund

The Company will contribute to Provident Fund as per the EPF & MP act, 1952.

13. Gratuity

You will be entitled to the benefits of gratuity in accordance with the rules of the gratuity fund / gratuity act.

14. General

The benefits provided under these terms of service require you to submit claims for reimbursement or payment of expenses as per Company's rules. Such claims must be submitted within 30 days of the expenditure having been incurred or at such intervals as may be notified by the Company.

Your appointment will be governed by the rules and regulations in vogue and those that may change from time to time.

Your compensation is highly confidential and if the need arises, you may discuss it only with the management.

Your work timings will depend on the nature of your work. You will be required to work in different shifts, which will be intimated to you.

You are required to join on or before **December 24, 2012** failing which this offer stands withdrawn.

On the day of joining, please carry the following documents:

- **Original and Photocopies** of your passport, PAN Card and educational certificates
- **Original Offer & Relieving** letters from all your previous employments
- **Last three months Pay slips** of your previous employer
- **Two stamp size and three passport size color photographs**
- **Proof of Income Tax deduction** from your previous employer (Format enclosed)

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This offer of employment is being made considering the facts and information submitted by you in the iNautix application form about your academic credential, compensation and work experience. Any deviation on the above will entitle the company to take decisions deemed fit and as per the existing company policy.

Please note iNautix will conduct a reference check on you either directly or through an appointed agency about your academics, previous employment, family background, character and conduct. If any of the information furnished by you is found to be false or incorrect, your services are liable to be terminated with immediate effect and the company reserves the right to initiate Civil/Criminal proceedings against you.

You will be required to undergo a Drug Test as part of our employment formalities. Your employment with the Company is subject to you clearing the test.

We look forward to your joining us. Please do not hesitate to call us for information you may need.

These terms of service are valid until further notice and the Company reserves the right to alter any or all the terms of service herein provided.

Your offer is contingent upon your representation that your employment with iNautix Technologies India Pvt Ltd., does not violate any agreement, understanding or undertaking with any prior employer.



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