

Ref: Ugam/ HR/PE/ APP 00071  
Dated: October 30, 2013

Mr. Yaswanth M.R

## LETTER OF APPOINTMENT

Dear Yaswanth,

We are pleased to appoint you as **Sr. Analyst – Retail** at our office in Bangalore. The terms and conditions governing your employment are enumerated in this letter Agreement as follows:

1. **Salary:** Your Total Earning Potential (TEP) to a maximum of **Rs.600,000/- per annum (Rupees Six Lakh(s) Only)**. Details will be specified in the annexure to this letter.  
*You are required to keep your salary information confidential at all times and not disclose it to anybody else in the Company.*

2. **Probation:** You will be on probation for a period of Six months from **October 30, 2013**.  
2.1 You will not be entitled for privileged leave during the probation period. However, due to illness if you are medically unfit for work, you will be granted leave at the discretion of the Management on submission of appropriate medical certificates.

- 2.2 During the Probation period, your service may be terminated at the discretion of the Company, with or without assigning any reason, with one month's notice or salary in lieu of notice.  
In case you decide to resign from the Company during the Probation period, you will be liable to give one month's notice in writing or payment in lieu thereof. Your payment in lieu of notice period will however be subject to acceptance by the Company.

On satisfactory completion of probation you will be considered for regular employment in the Company and a **Letter of Confirmation** will be issued to you. Your period of probation may be modified at the discretion of the Company, depending on your performance and other factors.

3. **Confidentiality:** During the term of your employment, and at any time thereafter, you shall maintain strict confidentiality and not divulge, disclose or impart to any person/organization "Confidential Information" about Ugam Solutions SEZ Pvt. Ltd. (the "Company") which may be your personal privilege to be aware of, by virtue of your employment in the Company. You may access, and retain copies (either in physical or electronic format) of, all such Confidential Information, only to the extent required for the effective discharge of your duties. In any case, you will not be permitted to transmit such Confidential Information, in any format whatsoever, outside the facilities of the Company.

**Para II: "Confidential Information"** shall include, but shall not be limited to, information which is not generally known to the competitors of the Company concerning the Company's business and operations, trade secrets, customer identity and lists, sales and management, supplier lists, employee effectiveness and compensation, market strategies and plans, profit and loss information, product cost, gross margins, credit and other sales terms and conditions, computer programs, source code, formats and algorithms, other technical information and know-how, systems and procedures, trade secrets, databases, systems, and generally the Company's goodwill with its customers. Confidential Information shall also include information contained in projects executed by the Company (such as scope of work, Company's client information, questions, responses, analyses, costs, pricing, methods and reports), marketing surveys, manuals, memoranda, price lists, employee programs, records, training methods, personnel information, all other proprietary information, whether or not designated, legended, or otherwise identified by the Company as Confidential Information. Confidential Information shall also include all names and addresses of employees of the Company, comparable confidential information of the Company's clients, including without limitations all survey questions and responses; and you shall specifically acknowledge that as a general matter, all client-supplied information is considered as Confidential Information.