

**15. Severability:** All terms and provisions of this letter are severable and any term or provision of this letter or any application thereof which may be prohibited or unenforceable by law shall be ineffective to the extent of such prohibition or unenforceability without affecting the remainder of this letter or any other application of such term or provision.

**16. Successors and Assigns:** The Company shall have the right to assign its rights, obligations and privileges hereunder to an assignee that agrees in writing to be bound by the terms and conditions of this Agreement shall also bind and inure to the benefit of the permitted successors of the Company. You shall not assign any of your rights, obligations or hereunder without the prior written consent of the Company.

**17. Survival:** Upon the termination of your employment with the Company, due to the provision of clause 9 above or otherwise, clauses 3, 4, 5 and 10 above shall survive and continue in effect.

**18. Reference and Background check:** The offer will be considered void and the employee will be required to leave with immediate effect under no dues condition from the company, in case of unsatisfactory or negative reference or background check identified at any time later than the date of this letter, whether conducted by the company or third party.

**19. Validity of the appointment:** This appointment is valid a) subject to receipt of satisfactory responses/ feedback during reference and background checks to be made with your previous employers, b) subject to your acceptance of the letter of intent / offer within one week of receipt.

**Acceptance:** The terms and conditions of your appointment will remain valid till the Company informs you about any change\ modifications and the said changes will override the terms and conditions of this letter, including its annexure, are acceptable to you, please confirm your acceptance by signing on the duplicate copy of this letter and returning it to the Company.

21. Force Majeure: Neither Party shall be liable to the other for any delay or failure in the performance of any of its duties and obligations under this letter to the extent that such delay or failure is caused by any event or circumstances beyond its control including any Acts of God.

We wish you a long and successful career at Ugam!

Yours faithfully,

Mavin Dhananjaya Chief Solutions Officer

I accept the letter and its terms and conditions. I agree to join on or before... $\frac{3|\int lo \int 20l S}{2}$ 

Name: YASHWAMTH M.R.
Signature: \$1/10/2013