

November 19, 2012

Anoopa
#C-4,3rd Floor, Gundappa
Building,6th Cross
1st Main,Near Ganganagar
Bus Stop, RT Nagar,Bengaluru

Dear Anoopa,

We are pleased to confirm our offer of employment to you and set out below details of your employment, compensation and benefits package.

1 Position

- 1.1 You will be employed as **Software Engineer** at Manhattan Associates (India) Development Centre Pvt. Ltd. (Manhattan Associates). Your start date will be determined upon confirmation of your acceptance to our offer.
- 1.2 You will report to **Mukesh Kumar Goyal, Manager**.
- 1.3 You will be based at our office in Bangalore. However, your services are transferable and you may be seconded or deputed to any operation under the management of Manhattan Associates, their parents, subsidiaries or affiliates whether in India or abroad.
- 1.4 On successful completion of the probation period confirmed by the Company in writing, you will be inducted as a permanent employee of the Company. The probation period currently is a period of [1] year and may be extended at your manager's discretion. During the probation period, the Company can terminate your service without notice. At any time during the probation period, you may terminate your service by giving 60 days notice to the Company

2 Salary

- 2.1 Your Annual Cost to Company will be **INR Rs. 525,000 (Rupees Five Lakh Twenty Five Thousand only)**.
- 2.2 You will be liable to pay all taxes and liabilities as requires under Indian Tax Law. With the exception of the obligation to with hold taxes from your remuneration, the Company assumes no responsibility for your personal tax affairs.

3 Retirals

- 3.1 Contributions to provident fund will be made at the rate of 12% of monthly base salary. There will be a matching statutory contribution of 12% of monthly base salary deducted from your salary.
- 3.2 Gratuity will be provided at the rate of 15 days of base salary for every completed year of service, as per the Gratuity Act.

4 Additional Benefits & Perquisites

4.1 You will be covered under the Company's Medical & Life Insurance policy as stated below:

- a) Life Insurance coverage for employee :Rs. 20,00,000.00
- b) Family Medical Insurance coverage :Rs. 4,00,000.00
- c) Accident Insurance coverage for employee :Rs. 5,00,000.00

5 Hours of work

5.1 You will be required to work a minimum of 40 hours per week exclusive of lunch hours. You will be required to work additional hours as required to meet the needs of the business. You will not be paid for overtime hours worked.

6 Reimbursement of Relocation expenses to the Company

6.1 In case the employee leaves within 1 year of joining, the employee will have to reimburse the entire amount spent by the company on relocating him/her.

This includes expenses reimbursed towards:

- a) Travel
- b) Movement of personal effects
- c) Notice Pay
- d) Joining Bonus

Any liability with respect to the taxes paid on the above and paid for by the employee would not be reimbursed by Manhattan Associates. The employee would have to make the necessary claims for refund from IT authorities directly.

7 Notice of Termination of Employment

7.1 You may terminate your employment by giving two months notice in writing to the Company, or by payment of two months gross salary in lieu thereof, as approved by the Manager.

7.2 The Company may terminate your employment by giving you two months notice in writing or by payment of two months gross salary in lieu thereof.

7.3 Gross misconduct is cause for immediate dismissal without notice or payment in lieu of notice. Examples of gross misconduct include, but are not limited to:

- Theft, misappropriation or willful destruction of company property
- Refusal or failure to comply with a reasonable instruction given by your supervisor
- If you are guilty of a criminal offence to the satisfaction of the Company
- If you become bankrupt
- Sexual harassment or intimidation of employees
- Behavior which is either physically or verbally threatening or degrading to others
- Breach of any of the terms and conditions set out in the Letter of Employment and any manual containing the Company's policies and procedures.

7.4 Upon termination of your employment you will return any items belonging to or relating to the Company. These include but are not limited to keys, diaries, business cards, files and all items of a professional nature which were acquired or created during your employment with the Company, including computer software and applications.



8 Confidentiality

- 8.1 It is a condition of employment that you maintain the confidentiality of any and all propriety information of which you gain knowledge or possession as a result of your employment. You must not disclose such propriety information to any person. The term, 'propriety information' shall mean all Manhattan Associates information whether in oral, written, diskette, graphic or machine readable form, including but not limited to policies, customer base, manuals, designs, procedures, formulas, discoveries, inventions, improvements, concepts, ideas, future plans and budgets, unannounced organizational or staffing changes, financial analyses, competitive analyses, management information, technical data and market studies. This condition of employment continues after your employment terminates.

9 Non Solicitation of Customers and Employees and Non Compete

- 9.1 You will not for a period of one year after termination of your employment, either directly or indirectly, and whether on your own behalf or on behalf of any other business or person which is in competition with any business carried out by Manhattan Associates, canvas, solicit, attempt to entice away or otherwise accept the custom or business of any client of Manhattan Associates for whom Manhattan Associates has provided service and with whom you have had business dealings on behalf of Manhattan Associates within the last 24 months of your employment, and
- 9.2 You will not for a period of one year after termination of your employment solicit or entice away or engage from Manhattan Associates or offer or cause to be offered any employment to any person employed by Manhattan Associates during the last 24 months of your employment (whether or not such person would be in breach of their employment or appointment terms).
- 9.3 You will not for a period of one year after termination of your employment perform your duties for any person or entity which competes with Manhattan Associates' business if Manhattan Associates is still engaged in the company business during this 12 month period.
- 9.4 You agree that the covenants set out above are separate and severable and are considered by you and Manhattan Associates to be reasonable and necessary for the protection of the legitimate interests of Manhattan Associates.
- 9.5 It is your responsibility to read and abide by the Company's policies and procedures. You represent that you will read and understand the same and that you will adhere to the rules laid down in the Company's Rules of Conduct and Corporate Policies issued to you from time to time during your employment. The terms and conditions as laid down in the Company's handbooks and procedures may be amended from time to time.
- 9.6 You shall not sign any contracts or enter into any binding agreements, which are outside your defined authority limits on behalf of the Company. You may be authorized from time to time to enter into contracts incidental to the running of the office with the prior express approval of the Company.
- 9.7 You shall not pledge the Company's credit and/or make any representations on behalf of the Company unless you are specifically authorized in that behalf.
- 9.8 The terms of your employment may be amended at any time from time to time.



- 9.9 This contract of Employment shall be interpreted and governed by the laws of India.
- 9.10 This offer is subject to receipt by us of satisfactory references from your current employers and verification of your academic and professional qualifications to the Company's satisfaction. You will be asked to provide the names of referees and documentary evidence of the same. We will not contact your present employers until we receive confirmation from you of your acceptance of this offer.

Please indicate your acceptance of this offer by signing and returning the duplicate copy of this letter indicating your intended date of commencement.

We look forward to welcoming you to Manhattan Associates India and are confident that you will make a very important contribution to our growth and development in India.

If you should wish to clarify any aspects of this offer, please do not hesitate to contact me.

Yours sincerely,


Sujatha Saha
Senior Director - Human Resources

We would like you to join Manhattan Associates on or before _____.

I accept this offer of employment and agree to the above terms and conditions.

Anoop

Date

P.S Note: (Joining date will be extended only for a week's time (in case of emergency), after which your offer will be nullified)



OFFER ANNEXURE**Anoopa**

		Amount (Rs.) p.a.
Basic		199,868
HRA		79,947
Medical		15,000
Conveyance		9,600
LTA		9,993
Food Coupons		15,600
PF		23,984
Supplementary Allowance		145,678
Annual Salary		499,670
Benefits		
Gratuity		9,609
Medical & Accident Insurance		14,351
Life Insurance		1,370
Cost-to-company		525,000