

Date: 27 January 2017

Re: Offer of Employment

Dear Dinesh Kumar Mahadasyam,

21/3, 2nd floor, South side,
5th cross, 4th main, 4th block,
Ayyappa Nagar, KR Puram,
Bangalore-560036
Karnataka

Consequent to your interview held with Collabera, we are pleased to offer you full-time employment with us based upon completion of your immigration approval and arrival upon visa stamping with USCIS. Here are the terms of our offer:

- Position: Programmer Analyst
- Bi-weekly payment of \$2692.31 (annualized = \$70,000.00). Checks are given biweekly.
- You will get performance based bonus of \$5,000 upon your completion of 6 months on active assignment and another \$5,000 performance based bonus upon completing 12 months on active assignment. However, you shall not be entitled to any performance based bonus on a prorated basis.
- Basic Group Life, AD&D and LTD insurances, paid for by Collabera.
- 10 days of annual paid Vacation accrued monthly.
- Paid Holidays per Collabera holiday schedule.
- 5 annual paid Personal/Sick days, accrued monthly.
- Eligible to participate in 401K plan.
- Eligible to join Affinity Federal Credit Union.
- Direct deposit of your payroll.
- Signed timesheets must be submitted every week.
- All travel must be pre-approved by Collabera.
- Salary reviews will be conducted upon completion of 12 months of assignment duration and in accordance with company policy unless mentioned otherwise in the offer letter.
- Health benefits (medical, dental & vision) are available for all eligible dependents, with shared pretax payroll deductions.

_____Initials

- If you enroll in the health benefits, your application must be received within 30 days of your start date. Your next and only opportunity for enrollment, change or amendment will be during Open Enrollment held annually, eff. Jan 1st for our medical plan & dental plan.
- Collabera will sponsor and bear all the legal and administrative costs towards processing the H-1B Visa for Dinesh Kumar Mahadasyam.
- Collabera will reimburse one-time one-way airfare from India to US for the employee and spouse on completion of 12 months tenure with Collabera.

The terms and conditions of your employment with Collabera as stated in this offer of employment letter supercede any prior representations made either verbally or in writing during any meetings or interviews with any Collabera manager, salesperson, recruiter, or any other Collabera employee or representative. Additionally, your signing this offer of employment letter represents your understanding, agreement, and acceptance to these terms and conditions as stated in this offer letter. Collabera does not intend to nor is obligated to offer you any other remuneration, benefit entitlement, or any other perquisite not stated herein.


This offer is contingent upon your signing this 1) Offer Letter and 2) the Consulting Project Acceptance Agreement.

Also, per federal regulations and for payroll processing, you are to submit copies of the documents specified below, along with your completed Employment Eligibility Verification (Form I-9) and Employee's Withholding Allowance Certificate (Form W-4), and forward to Collabera within 3 days of your project start date.

Please update your contact information via the contact tab on the web based timesheet system.

Please call me at 973-889-5200 should you require any further assistance with regards to this offer of employment.

Sincerely,

DocuSigned by:

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Vinit Bhatt
Delivery Director

I, _____, accept the above offer made by Collabera. And have read and agree to the accompanying acknowledgements and agreements:

Signature _____ Date _____

CONSULTING PROJECT ACCEPTANCE AGREEMENT

This Acceptance Agreement is an Integral part of the Offer letter between Collabera, Inc. (Hereinafter referred to as Collabera) and Dinesh Kumar Mahadasyam (hereinafter referred to as "Employee").

LEGAL STANDING

Employee hereby declares that s/he is currently authorized to work in the United States of America and that the Employee is in good legal standing with all Federal, State and Local Government Agencies with respect to work authorization.

ACCEPTANCE OF ONSITE CONSULTING ASSIGNMENT

Employee hereby accepts the consulting agreement procured by Collabera irrespective for their end client.

REPRESENTATION

Employee agrees to represent Collabera solely and no other person or company at the End Client Site.

AGREEMENT TOWARDS PROJECT COMPLETION

Employee hereby agrees to stay on this project until it is completed as determined by Collabera or until the employee is instructed by Collabera to terminate his/her work.

PROCEDURE FOR LEAVING THE PROJECT

Employee agrees and understands that his/her failure to give four weeks resignation notice to Collabera, or until the Employee is instructed by Collabera to terminate his/her work, will result in damages to Collabera's professional reputation and relationship with the end client which are not capable of being quantified. Accordingly, Employee agrees to provide Collabera with a four (4) week advance written notice prior to a resignation for any or no reason.

REPAYMENT OF EXPENSES

Employee agrees and understands that his/her voluntarily resignation prior to the completion of eighteen (18) months of continuous employment with Collabera in the U.S., will result in damages to Collabera's professional reputation and relationship with its client which are not capable of being quantified. Collabera will have expended money on behalf of Employee, which may include, but not limited to, expenses associated with, travel assistance, temporary lodging, and incidental living expenses, including any loans provided by Collabera to Employee. The expenses that will be paid by Collabera on Employee's behalf will be determined by Collabera in its sole discretion. In the event Employee voluntarily resigns prior to the completion of eighteen (18) months of continuous employment with Collabera in the U.S., Employee shall pay to Collabera the amount of \$9,000 for such expenses, as allowed by law. Employee agrees that all amounts owed to Collabera pursuant to this paragraph may be deducted from any monies owed by Collabera to Employee, including any wages, bonuses or expenses. Employee expressly authorizes Collabera to deduct any amounts that he owes hereunder from Candidate's paycheck(s). Employee agrees to pay any excess of such amounts owed to Collabera within ten (10) days after Employee voluntarily resigns or revokes his/her offer of employment, after which time Employee shall be responsible to pay the maximum legal interest rate on any unpaid balance together with all costs and attorney's fees which are incurred by Collabera in the collection of such amounts. If Collabera is not paid the amount due under this paragraph, Collabera will send the default to its collections agency. If any provision is determined to not be allowed by law, only that provision will be considered unenforceable. The remainder of the contract shall remain in effect.

If the project is terminated by the end client or by Collabera, employee will leave the project as instructed by the party initiating the action.

_____ Initials

COMMUNICATION WITH THE END CLIENT

Employee will, under no circumstances, discuss with the end client or any consulting company or agency involved in this project, other than the current employer, any problems of any nature pertaining to salary, benefits, relocation or other issues or disputes that may exist or arise between the employee and Collabera

NON-SOLICITATION/NON-COMPETITION

Employee unconditionally agrees that, during the term of this project, and for a period of 1 (One) calendar year from the end of the 18 month period for which employee has agreed to work for COLLABERA, employee will not accept employment or a contract position or any kind of paid or unpaid work, directly or indirectly, whether through a company of which the employee is an owner or as an employee or consultant for another person or company from the end client or from any other consulting company or agency involved in this project except Collabera.

CONFIDENTIALITY

Employee shall not disclose, duplicate, copy or use, for any purpose other than performance of work assigned, any proprietary information of Collabera or Collabera's client including, without limitation, all proprietary information concerning the research, development, functions, capabilities, logic and implementation of any information system and customer lists, agents lists, financial information and underwriting information to which the employee may become informed in the course of this project.

Employee shall treat all such information as confidential and proprietary to Collabera or to Collabera's client (as the case may be), and shall hold it in trust. Employee shall not, during the term of this project or at anytime thereafter, divulge to any entity, information of a confidential nature relating to the business of Collabera or of Collabera's client.

At the end of the project, employee shall immediately turn over to Collabera or to Collabera's client or as Collabera may direct, all material and information including, but not limited to, working papers, narrative descriptions, reports and data. All such information and material shall be and shall remain the sole property of COLLABERA or, where developed while working on Collabera's client projects, the property of Collabera's client.

INTELLECTUAL PROPERTY RIGHTS

Employee hereby agrees that any software, hardware and/or other products developed by the employee during the performance of any officially assigned task during the term of this project, shall be the property of Collabera or of Collabera's client, and that the employee shall not have any rights to the said software, hardware and/or products.

SIGNATURE ACKNOWLEDGEMENT

Employee agrees to comply unconditionally with all the above terms and conditions, failing which the employee shall accept all legal liability. Employee agrees that any dispute that arises out of or relating to this Agreement is to be governed by the Model Employment Arbitration Procedures of the American Arbitration Association ("AAA") and any dispute will be settled by final and binding arbitration held in Morris County, NJ.

I have read, understood and agree to the terms and conditions as outlined above:

Signature: _____

Name: _____ Date: _____