

PRIVATE AND CONFIDENTIAL

**Mr. Manish Kumar,
#110, Indus Innova,
Survey No. 53, Mahadevapura,
Behind HP-Invent,
Bangalore- 560048
Ph: 9886281458**

OFFER OF EMPLOYMENT

We refer to your application for employment and subsequent interviews you had with us.

We are pleased to offer you employment with Unisys Global Services India, a division of Unisys India Private Limited, on the following terms and conditions

1. COMMENCEMENT OF EMPLOYMENT

Your employment would be effective from **June 9th, 2014.**

2. QUALIFICATION AND EXPERIENCE

Your relevant qualification and relevant experience considered for this position / job title is **M. Tech with 7.7 Years**

3. JOB TITLE

Your job title will be **Consultant 2**

REMUNERATION

Your total remuneration will be **₹ 12,70,602/- (Twelve Lacs Seventy Thousand Six Hundred and Two Rupees only)** per annum. A detailed break-up of the compensation will be discussed, and will be based upon Unisys segmentation between basic and non-basic compensation structure referenced in 'Annexure'.

4. TAXATION AND OTHER DEDUCTIONS

Unisys shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and for complying with other requirements under the India tax laws. Unisys shall also be entitled to deduct any other sums as may be recoverable from you time to time.

5. HOURS OF WORK

You are required to work for a total of 40 hours per week.

6. EARNED LEAVE

You will be eligible for annual earned leave per Unisys India Paid Time Off practice that will be accrued on a monthly basis. Employees continue to earn leave until their balance reaches 40 days

7. PLACE OF WORK

You will report into the Unisys offices at **135/1, Purva Premier, Residency Road (Opposite to Bangalore Club), Bangalore 560 025.** Unisys may, at any point of time, in its sole discretion, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad. In such event, the terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of such subsidiaries or affiliates as the case may be.

Unisys may also depute you to any work, or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom Unisys may make any such arrangement or agreement. You may also be required on a temporary basis to work at any client premises based in India or overseas.

8. PROPRIETARY INFORMATION, INVENTIONS AND NON-COMPETITION

You shall be required to execute a separate Employee Proprietary Information, Inventions and Non-Competition Agreement in the form set out in 'Annexure B' to this Offer Letter.

9. PROBATION/NOTICE PERIOD.

- A. On joining Unisys, you shall be on probation for six months from the actual date of your joining with us and will continue to be so unless and until you are expressly confirmed in the regular service of the Company. The probation period may be curtailed or extended by Unisys management at its sole discretion. Your confirmation will be communicated to you in writing. The Company reserves the right to extend the probationary period in the event that your performance is not up to expectation.
- B. During your probation, your service can be terminated within one (1) month notice or salary thereof on either side. After confirmation 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 you have an incomplete assignment, Unisys 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. Unisys reserves the right, however, to terminate your employment for disciplinary reasons at any time without notice or payment in lieu thereof

10. GENERAL PROVISIONS

As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of Unisys business, and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business or position of monetary interest, other than that of the Company

You will keep us informed of any change in your residential address, your family status or any other personal particulars relevant to your employment.

In addition to the terms and conditions of employment specifically stated herein, you shall be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended or modified by Unisys from time to time. Statutory laws enacted by Central or State Government or local authorities will also govern you as may be applicable to you from time to time.

In case of any dispute, the jurisdiction to entertain and try such dispute shall vest exclusively in a court in Bangalore.

The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

11. DOCUMENTS/TESTIMONIALS

You are required to produce originals/photocopies of documents on the day of joining as per Annexure 'C'. If you are not in a position to submit complete set of documents, we will not be in a position to employ you and this offer will automatically stand cancelled.

Please note all documents/testimonials submitted to Unisys will be verified as per our background verification process. Any omissions or misrepresentation of any facts will result in the termination of your employment.

12. ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by signing and returning the duplicate copy of this letter for my attention within two days from the date of this letter.

This letter may not be modified or amended except by a written agreement, signed by an officer of Unisys and by you. Your employment with Unisys is for no specified period and constitutes at will employment.

13. CONCLUSION

We hope you find this offer to be a satisfactory basis for joining Unisys. We at Unisys are greatly impressed by your calibre and special skills. We have great hopes of your ability to help us build an even more successful enterprise, while developing an excellent career for yourself.

We look forward to receiving your acceptance and to working with you in the development of the Company, and seeking ways for you to secure the necessary stimulation and advancement. If you have any questions, please do not hesitate to call us.

We welcome you to the Unisys family and wish you a rewarding career over the years to come.

Yours sincerely,

M. V. Kotappa
Director - Recruiting
Unisys Global Services - India
Date: May/8/2014

ACCEPTANCE OF EMPLOYEE

To: Unisys Global Services India

I **Manish Kumar**, have read and understood the above Offer Letter and Compensation Package relating to my services and employment with Unisys India Private Limited and the same is acceptable to me. I will join on or before **June 9th, 2014**.

Manish Kumar, Signature

Place: _____

Date: _____

Date: May 8, 2014

ANNEXURE		
NAME	Manish Kumar	
ROLE CODE	W00136	
ROLE TITLE	Consultant 2	
SALARY COMPONENT	COMPENSATION PER ANNUM (INR)	REMARKS
A: Basic Salary (Base Pay)		
Basic Salary (Base Pay)	420,000	35% of Comp 2
COMP 1: (A)	420,000	
B : Non Basic Salary (Non Base Pay)		
House Rent Allowance (HRA)	210,000	50% of Basic Salary
Transport Allowance	9,600	
Medical Reimbursement	15,000	As per company policy
Food Coupons	13,200	As per company policy
Leave Travel Assistance	35,000	As per company policy
Special Allowance	497,200	Balance of Non Basic Salary
TOTAL (B)	780,000	65% of Comp 2
COMP 2: TOTAL (A+B)	1,200,000	
C: Retirals		
Provident Fund (Company's contribution)	50,400	12% of Basic Salary
Gratuity (Company's contribution)	20,202	4.81% of Basic Salary
TOTAL (C)	70,602	
Total Gross Compensation: A+B+C	1,270,602	
D: Other Components (Indicative) - Please refer note:2 below		
Shift Allowance	57,750	As per company policy
Company provided Transport	54,000	As per company policy
Group Insurance	15,129	As per company policy
TOTAL (D)	126,879	
TOTAL EMOLUMENTS (Including Indicative Components): A+B+C+D	1,397,481	

NOTES:

- Gratuity component mentioned under retirals will be applicable as per The Payment of Gratuity Act, 1972
- Amounts mentioned in Other Components(D) above are indicative and this will be eligible as per the company policy

Kotappa M V
Director - Recruiting
Unisys Global Services - India

Accepted
Employee Name: Manish Kumar
Date:

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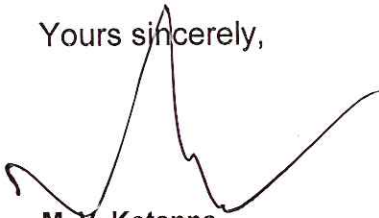
**Mr. Manish Kumar,
#110, Indus Innova,
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Bangalore- 560048
Ph: 9886281458**

Dear Manish Kumar,

Sign-on bonus

In addition, Unisys will also provide you with a sign-on bonus payment of ₹ 150,000/- (One Lac Fifty Thousand Rupees only) within the first two months of your employment provided you join us on or before **June/9th/2014**. Should you leave prior to completing 12 months of service you are required to repay in full. Any unpaid amounts will be deducted from your final pay check and/or any other amounts due to you from Unisys – including (but not limited to): bonuses, travel reimbursements, commissions – to the extent permitted by law. Any amounts recovered by Unisys shall not relieve your obligation to repay in full.

Yours sincerely,



**M. V. Kotappa
Director – Recruiting
Unisys Global Services – India
Date: May/8/2014**

**Accepted:
EmployeeName: Manish Kumar,
Date:**

ANNEXURE C DAY-ONE FORMALITIES

JOINING FORMALITIES & NEW HIRE ORIENTATION/INDUCTION

Dear **Mr. Manish Kumar,**

Please report at 9.00 a.m. at the following office address on the day of joining:

Unisys Global Services – India, No.135/1 "Purva Premier" Residency Road, Bangalore – 560 025

Kindly note that it is important to be on time to complete joining formalities.

Please **bring originals** and **2 sets of photocopies** of the following documents:

- Education mark sheets (all semester / year mark sheets) & certificate from 10th standard to highest degree attained. Photocopies should include both front and back side of the mark sheets and certificates.
- Relieving letter from most recent employer is a must. If not, resignation acceptance letter issued by HR. Subsequently, relieving letter has to be submitted within three weeks.
- Relieving letter or experience certificate from your previous employers specifying exact dates / duration of employment.
- Six passport size colour photographs.
- Passport (All pages with entries).
- Proof of identity. Bring one of the following documents. Passport, Driving Licence, Voter's ID card or PAN card.
- Address proof current and permanent. Bring one of the following documents. Most recent BSNL phone bill, Electricity bill, Water bill, Lease deed, Rent deed, Ration card or Passport.
- **PAN Card is a must for salary processing. If you do not have a PAN card, please apply for the same immediately.**

Please note, all of the above mentioned documents are mandatory and we will not be able to induct you without these documents.

All original documents will be returned to you on the same day after verification by **Human Resources Department** and copies will be retained for records.

Should you require any clarifications and/or on joining date, please contact the following:

Contact Person: Nagaraja Ph: 9036575939 E-Mail: nagaraja.k@in.unisys.com

I have read and understood the above documents checklist and agreed to submit the same on my joining date.

Mr. Manish Kumar, Signature _____ Date _____