



Datapage (India) Private Limited

TERMS AND CONDITIONS OF EMPLOYMENT

The following Terms and Conditions of Employment apply to your employment with Datapage (India) Private Limited ("the Company") as at the date of issue. This Contract details the main particulars of your Terms and Conditions of Employment.

1. Date of commencement

- 1.1 Your employment with the Company commences on Monday, May 10th, 2004.
- 1.2 You agree that you may during your employment with the Company be seconded by the Company to provide your services to an Associated Company and that in such event, your secondment with the Associated Company shall count as continuous employment with the Company.

2. Duties

- 2.1 You are employed as a Publishing Systems Operator and you will perform all acts, duties, and obligations and comply with such orders as may be designated by the Company which are reasonably consistent with that position. The Company may require you to undertake the duties of another position, either in addition to or instead of the above duties, it being understood that you will not be required to perform duties which are not reasonably within your capabilities.
- 2.2 You are required to comply with all the Company's rules, regulations and policies from time to time in force.

3 Hours of Work

- 3.1 Your basic hours of work are 44 per week. Normal working hours are Monday to Friday 8:30 am to 5:30 pm, including 30 minutes for lunch, 15 minutes break in the morning and evening session, and Saturday 8:30 am to 12:45 pm, including 15 minutes break in the morning.
- 3.2 You may also be required to work additional hours either as and when requested to do so by the Company or when the proper performance of your work so requires.
- 3.3 You will be entitled to be paid extra remuneration – at a rate to be agreed – for any such additional hours worked in excess of your basic weekly hours referred to at Clause 3.1.
- 3.4 The company reserves the right to alter the working hours by issuing you with one month's written notice of such a change. This includes the introduction of a shift-based system.

4. Place of Work

4.1 Your place of work is the Company's premises located at Dugar Towers – 5th Floor, 34, Marshall's Road, Egmore, Chennai 600 008. However you may be required to work at any other premises which the Company currently has or may later acquire.

4.2 You may also be required to travel within the COUNTRY and overseas for the Performance of your duties.

5. Remuneration, Expenses and Deductions

5.1 Your starting salary is Rs 90,000 (Ninety Thousand rupees) per annum (or such higher sum as the Company may subsequently determine and notify you) payable by credit transfer or cheque monthly in arrears.

5.2 The Company shall be entitled at any time during your employment, or in any event on termination, howsoever arising, to deduct from your termination hereunder any monies due from you to the Company including but not limited to any outstanding loans, advances, relocation expenses, training costs, the cost of repairing any damage or loss to the Company's property caused by you (and of recovering the same), excess holiday, any sums due from you under Clause 6.2 below and any other monies owed by you to the Company.

6. Leave

6.1 You will be entitled to 22 days total leave in a calendar year calculated on a pro-rata basis to your start date.

6.2 Total leave will be broken down as follows:

| Leave Type | Days |
|------------|------|
| Casual | 5 |
| Sick | 5 |
| Privileged | 12 |

6.3 On the commencement and termination of your employment, you will be treated as having accrued leave on a pro rata basis for each complete month of service in that leave year calculated by reference to your first or last date at work (as appropriate). If, on the termination of your employment, you have exceeded your accrued leave entitlement, this excess will be deducted from any sums due to you. If you have leave entitlement still owing the Company may, at its sole discretion, require you to take your leave during your notice period or pay you a sum in lieu of accrued leave.

6.4 You must obtain the prior approval of your Manager before taking casual or privileged leave. Not more than two weeks may be taken at any one time, save at the Company's Discretion.

6.5 Leave entitlement for one leave year must be taken before 31st December in the same Leave year. Failure to do so will result in forfeiture of such accrued leave not taken.

7. Sickness

- 7.1 In the event of you being absent from work due to sickness or injury during your initial probationary period the Company you will not be entitled to sick pay. Beyond this period, in the event of you being absent from work due to sickness or injury the Company will continue to pay your normal salary up to a maximum of six days as outlined in section 6.2.
- 7.2 "Sick Pay" will be based on your normal salary less any state benefits claimable by you on account of your sickness or injury, less normal deductions for tax, etc.
- 7.3 You will in all cases of absence notify your immediate manager on the first morning of the reason for any absence and its anticipated duration. If you are sick for three consecutive days or more, then a Sickness Self Certification form must be completed. If you are sick for more than seven consecutive days, then a medical certificate must be produced to the Company. Thereafter medical certificates should be submitted regularly to cover the full period of absence. On each occasion that a medical certificate expires and you do not anticipate you will be returning to work, you must notify the Company on the first morning following the expiry of the medical certificate.
- 7.4 The company reserves the right to require you to undergo a medical examination by a Doctor or consultant nominated by it, in which event the Company will bear the cost thereof.
- 7.5 The Company reserves the right to terminate your contract of employment, even should you not have exhausted your entitlement to sickness benefit, whether under a Company Sick Pay, Permanent Health Insurance Scheme or otherwise.

8. Other Benefits

You will be eligible to participate in the Health Insurance Scheme and Pension scheme, as and when the company introduces the schemes.

9. Confidential Information

9.1 You shall neither during your employment (except in the proper performance of your duties) nor at any time (without limit) after the termination thereof, howsoever arising, directly or indirectly.

9.1.1 use for your own purposes or those of any other person, company, business entity or other organization whatsoever; or

9.1.2 disclose to any person, company, business entity or other organization whatsoever; any trade secrets or confidential information relating or belonging to the Company or its Associated Companies including but not limited to any such. Information relating to customers, customer lists or requirements, commission lists or commissions structures, marketing information, business plans or dealings, employees or officers, financial information and plans, formulae, research activities, information held on computer discs or personal databases, any document marked "Confidential" or information which you have been told is confidential or which you might reasonably expect the Company would regard as confidential or any information which has been given to the Company or any Associated Company in confidence by customers, candidates or other persons.

9.2 You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

9.3 The obligations contained in Clause 9.1 shall cease to apply to any information or knowledge which may subsequently come into the public domain after the termination of employment other than by way of unauthorized disclosure.

10. Exclusivity of Service

10.1 You are required to devote your full time, attention and abilities to your job duties during Working hours, and to act in the best interests of the Company at all times.

10.2 You must not, without the written consent of the Company, be in any way directly or indirectly engaged or concerned in any other business or undertaking where this is or is likely to be in conflict with the interests of the Company or where this may adversely affect the efficient discharge of your duties.

11. Receipts of payments and Benefits from Third Parties

Subject to any written regulations issued by the Company which may be applicable, you or you immediate relatives will not be entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission, or other benefit from third parties in respect of any business transacted (whether or not by you) by or on behalf of the Company or any Associated Company and if you, your immediate relatives or any company or business entity in which you or they have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit you will forthwith account to the Company or Associated Company for the amount received or the value of the benefit so obtained.

12. Grievance Procedure

If you are unhappy about any aspect of your employment with the Company you should raise the matter at first instance with your immediate Manager. If you are still unhappy, you should take up the grievance with a Director whose decision shall be final within the Company.

13. Termination of Employment

- 13.1 The first six months of your employment will be on a probationary basis; the said period including any extension thereto is known as the "Probationary Period".

The period of notice on either side will be one week for the "Probationary Period" and one month thereafter.

- 13.2 The Company reserves the right to terminate your contract without any notice if it has reasonable grounds to believe you are guilty of gross misconduct or gross negligence.
- 13.3 The Company reserves the right to pay compensation in lieu of any notice of termination of employment (subject to a duty to mitigate your loss). For the avoidance of doubt, where you have received pay in lieu of notice you will not be entitled to any additional compensation in respect of any holiday which would otherwise have accrued during your notice period.
- 13.4 The Company reserves the right to require you not to attend at work and/or not to undertake all or any of your duties hereunder during any period of notice (whether given by you or the Company), provided always that the Company shall continue to pay your salary and contractual benefits.
- 13.5 On termination of your employment, you will forthwith return to the company in accordance with its instructions all equipment, correspondence, records specifications, software, models, notes, reports, and other documents and any copies thereof and any other property belonging to the Company or its Associated Companies (including but not limited to the company, car, keys, and passes) which are in your possession or under your control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause 13.5.

14. Restrictions on Termination of Employment

- 14.1 You hereby covenant that you will not for a period of 6 months immediately following the date upon which your employment terminates, howsoever arising ("the Termination Date"), whether on your own behalf or in conjunction with any other person, company, business entity or other organization whatsoever directly or indirectly
- 14.1.1 solicit or assist in soliciting in competition with the Company, the custom or business of any Customer, or Candidate:-
- (A) with whom you have had personal contact or dealings on behalf of the Company during the 6 months immediately preceding the Termination Date;
- (B) with whom employees reporting to you have had personal contact or dealings on behalf of the Company during the 6 months immediately preceding the Termination Date;
- (C) for whom you were directly or indirectly responsible during the 6 months immediately preceding the termination date;
- 14.1.2 accept, or facilitate the acceptance of, or deal with, in competition with the company the custom or business of any Customer, or Candidate within categories (A) to (C) in Clause 14.1.1 above.
- 14.2 You covenant that you will not for a period of 12 months immediately following the date upon which your employment terminates, howsoever arising, ("the Termination Date"), either on your own account or in conjunction with or on behalf of any other person, company, business entity or other organization whatsoever directly or indirectly:-
- 14.2.1 induce, solicit, entice or procure, or attempt to induce, solicit, entice or procure, any person who on their Termination Date is an employee, director or consultant of the Company with whom you had contact during your employment to cease providing services to the Company whether or not any such person would thereby commit a breach of contract;
- 14.2.2 accept into employment or otherwise engage or use the services of any other person referred to in Clause 14.2.1 above.
- 14.3 Clauses 14.1 and 14.2 above and 14.4 below will also apply as though references to each Associated Company were substituted for references to the Company. The said clauses will, with respect to each Associated Company, constitute a separate and distinct covenant and the invalidity or unenforceability of any such covenant shall not affect the validity or enforceability of the covenants in favour of the Company or any other Associated Company.
- 14.4 The following words and expressions referred to above shall have the meanings set out below:
- "Customer" shall mean any person, firm, company or other organization whatsoever to whom the Company has supplied services.
- "Candidate" shall mean any individual who is not a customer and who:-
- 14.4.1 instructs the Company to supply services to them; or
- 14.4.2 agrees to the Company providing services for them; or
- 14.4.3 accepts employment following the provision of services by the company whether at the candidate's request or otherwise and who leaves that employment within 3 months of the commencement date.

15. Warranty and Undertaking

- 15.1 You represent and warrant that you are not subject to any agreement arrangement, contract, understanding, Court Order, visa restriction or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment, or any of them, in accordance with the terms and conditions of this Agreement.
- 15.2 You agree that in the event of receiving from any person, company, business entity or other organization an offer of employment either during the continuance of this Agreement or during the continuance in force of any of the restrictions set out in clause 14 above, you will forthwith provide to such person, company, business entity or other organization a full and accurate copy of this Agreement signed by the parties hereto.

16. Definitions

- 16.1 "Company" shall include the successors in title and assigns of the Company.
- 16.2 An "Associated Company" includes any firm, company, corporation or other organization which:-
 - 16.2.1 is directly or indirectly controlled by the Company; or
 - 16.2.2 directly or indirectly controls the Company; or
 - 16.2.3 is directly or indirectly controlled by a third party who also directly or indirectly controls the company; or
 - 16.2.4 is the successor in title or assign of the firms, companies, corporations or other organizations referred to above.
- 16.3 "Immediate Relatives" shall include husband, wife, common law spouse, children, brothers, sisters, cousins, aunts, uncles, parents, grandparents, and the aforesaid relatives by marriage.
- 16.4 All references in this Agreement to the termination of your employment "howsoever arising" (or cognate expressions) shall be treated as including but not limited to termination by you or the Company (with or without notice), or by operation of law, and whether or not such termination is connected with or results from a repudiatory breach of this Agreement on your part or that of the Company.

17. Miscellaneous

17.1 This Agreement cancels and is in substitution for all previous letters of engagement, agreements and arrangements whether oral or in writing relating to the subject matter hereof between the Company and yourself, all of which shall be deemed to have been terminated by mutual consent.

17.2 The various provisions and sub-provisions of this Agreement are severable and if any Provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof in this Agreement.

17.3 This Agreement is governed by and construed in accordance with the laws of England.

17.3 Clause headings are inserted for convenience only and will not affect the construction of this Agreement.

Please confirm acceptance of these Terms and Conditions by signing and returning a copy of this Agreement.

I agree with the Terms and conditions of my Employment as set out or referred to above.

Signed M. M. Raji Rao

Date 10/05/04

Tikoji Rao M
Publishing Systems Operator

Signed on behalf of Datapage (India) Private Limited:

Signed N. Prabha

Date 6/5/04

Prabha Nagarajan
Operations Manager