October 26, 2016

Employment Offer Letter

Dear Rajesh Kataveni,

On behalf of Mprsoft Inc., I am pleased to offer you the position of System Engineer, you will be paid an initial annualized salary of $45,000.00 Forty-Five Thousand USD.
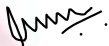
Reviews of your performance and compensation package will be performed annually. Mprsoft Inc. reserves the right to amend its benefit plans in its discretion upon notice.

We welcome you to MPRSoft Inc. and ask that you indicate your acceptance of these terms of your employment by signing and dating the enclosed Employment Agreement, and returning the executed Employment Agreement.

Please note that you may not alter the Employment Agreement in any way. Any alteration renders the offer of employment, the attached documents, and this letter null and void. Any communication regarding your terms of employment, benefits, or compensation must be in writing and signed by an authorized representative of the company. No other communication will be binding or effective.

MPRSoft, Inc is registered with the E-Verify program and our E-Verify Registration Number is **780965** and the company's name as on the E-Verify System is MPRSoft Inc.

Sincerely, MPRSoft Inc.

Girish Mahadevapalli
CEO

Enclosures: Employment Agreement

TERMS AND CONDITIONS

1. **Venue of service**: The MPRSoft, Inc. may utilize Employee's services on-site projects with MPRSoft, Inc. clients. During the terms of this agreement, employee will devote his/her full abilities to the performance of his/her duties and agree to comply with MPRSoft, Inc. policies and standards.

2. **Verifications of Services**: Employee shall present to MPRSoft, Inc. a verified weekly time sheet duly authorized by Employee's supervisor every Monday of the week. This is essential to process your paychecks on time.

3. **Resignation**: Employee acknowledges that MPRSoft, Inc. has invested considerable time, money, and effort in to obtaining proper authorization from US INS to allow employee to live and work in the U.S. in addition to this monies expended on employee's behalf for travel and other incidental expenses. Employee agrees that if employee decides to resign from the services of MPRSoft, Inc. employee will provide a 15 day written advance notice.

4. **Liquidated damages clause**: In the event employee abandon his/her services or fail to report for duties at a client site, employee agrees to pay MPRSoft, Inc. liquidated damages of five thousand dollars ($5000). If you would like to become an employee of a client or any company where you are or have provided services, directly or indirectly while in MPRSoft Inc. It is required for you to obtain a written authorization from the company representative.

5. **Relocation**: MPRSoft, Inc employees are required to relocate to various places within the United States of America to provide software services at various clients' places. In such cases employee will not refuse MPRSoft, Inc. request to relocate without an appropriate reason

6. **Loans** under certain circumstances, MPRSoft, Inc. may provide an emergency loan Granting of such loans is at the sole discretion of MPRSoft, Inc. At the time a loan is granted, employee will be required to sign an agreement authorizing repayments to be deducted from employee's paycheck.

7. **Non-Solicitation**: Employee agrees that MPRSoft Inc. has a substantial investment in identifying, developing and establishing business relationship with its clients. To protect this investment, Employee agrees to provide services to MPRSoft Inc. clients, directly or indirectly, except through the MPRSoft Inc. During the term of Employee's employment with MPRSoft Inc. And for a period of one (1) year thereafter, without MPRSoft Inc. prior written consent. Employee also agrees that MPRSoft Inc. to protect this investment, Employee agrees not reveal any names, Telephone numbers, addresses or any other information regarding MPRSoft Inc. employees to other companies that may be interested in hiring MPRSoft Inc. employees.

8. **Other Employment**: During the term of employment with MPRSoft Inc. the employee shall not engage in any other employment or business venture without prior written consent of MPRSoft Inc. Such prohibition is not designed to prevent the Employee from pursuing ventures involving investing opportunities.

9. **Scope of Agreement**: While MPRSoft Inc. at present, is not a parent, nor has any subsidiaries or affiliated companies, in the event that same are created or spun off, then this Employment agreement shall cover any employees reassigned or transferred to such parents, subsidiaries, affiliated companies and term "Company" shall be deemed to include such parents, subsidiaries, affiliates, and in the event of a merger or consolidation, any successor company. Likewise, the term "Client" shall be deemed to include such parents, subsidiaries, affiliates, and, in the event of merger or consolidation, ay successor company, or in the event of company's relationship with the client is terminated and employee re-assigned, then such other client as identified by the company.

10. **All rights**, title and interest in and to any programs, systems data and materials furnished to the Employee by MPRSoft Inc. or its clients are and shall remain, the property of MPRSoft Inc. or client's and shall be returned to MPRSoft Inc. or its client's upon termination of employment.

11. **Confidentially** Provisions MPRSoft Inc. will, from time to time, provide employee with confidential information related to client and prospects. The employee HEREBY AGREES that the confidentiality of the information be maintained by employer during and for a period of three (3) years after the term of Employee's assignment with the client, expect with the MPRSoft Inc. Written consent.

12. **Proprietary Information**: During employment with MPRSoft Inc. MPRSoft Inc. or its client may communicate to Employee certain information to enable Employee perform Employee's job. The Employee HEREBY AGREES that the confidentiality of the information will never by reveal or disclosed by employees directly or indirectly to any person, concern, or entity in any manner, will not disclose any such information without MPRSoft Inc. prior written approval.

Signature

Girish Mahadevapalli
CEO
Date: 10/26/2016

I have read the Terms and conditions above and have understood it. I AGREE to abide by said terms and conditions as set forth herein.
 Signature:

Employee: Rajesh Kataveni
Date: 10/26/2016