

Date: 01/06/2009

Ref : MKSS/HR/09-10/068

Mr. Ravindra More

C/o, Prasad Bhondke,
Jay Lakshmi Apt, Flat No. 7,
Bhusari Colony, Kothrud
Pune 38

Subject: Appointment for the post of Associate Software Engineer

Dear **Mr. Ravindra More**

Welcome to MANIKS.

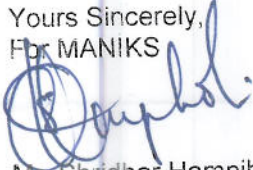
This has reference to your application for association with us and subsequent discussions; we are pleased to offer you an appointment in our organization as a **Associate Software Engineer** effective from 01/06/2009. As a **Associate Software Engineer** you will be eligible for a CTC of Rs.1.74 Lakhs per annum. You are expected to stay with the Company for a minimum period of 6 months from the date of you joining the Company. The details of the terms and conditions of the offer of employment are detailed in the enclosed annexure.

At MANIKS we believe we have a historic opportunity of building a global world class company. We look for professionals like you who would partner the future growth of the Organization. We are eager to have you as part of our team and we foresee your potential skills as a valuable contribution to our Company. We will conduct regular performance review to assess your performance and suitability. We are confident that with your skills, competencies and capabilities you would be a valuable addition to the team.

Please endorse your acceptance by duly signing this letter. Your signing this letter confirms your acceptance of the terms and conditions stated below and that you are joining MANIKS on 01/06/2009.

We are looking forward to working with you.

Yours Sincerely,
For MANIKS



Mr. Shridhar Hampiholi
Chief Executive Officer

Encl: The terms and conditions of the offer of employment

Annexure-1

Earnings Break - UP		
Pay Components	Monthly Income	Annual Income
Basic	5,800	69,600
House Rent Allowance	1,450	17,400
Conveyance Allowance	800	9,600
Education Allowance	200	2,400
Other Allowance	4,000	48,000
Meal Coupons	1,250	15,000
Total Earnings PM	13,500	162,000
Quarterly incentive	1,000	12,000
Medical Reimbursement Quarterly*	0	0
LTA*	0	0
Employer's Provident Fund contribution (12%)	0	0
Employer's ESI contribution (4.75%)	0	0
Cost To Company	14,500.00	174,000.00

You will be enroll under employees PF scheme

TDS and Professional tax as applicable

* Reimbursement as per company policy

*Monthly incentive shall be paid quarterly subject to performance

TERMS OF EMPLOYMENT

Your employment at MANIKS ("MANIKS" Or "the Company") will be governed by the Company's policies as modified from time to time. The terms and conditions that govern your employment, subject to modifications from time to time, are detailed below.

1) Employment Period

You are expected to stay with the Company for a minimum period of 24 months from the date of your joining the Company. After every 6 months, you shall be subjected to have a performance review.

Subject to your satisfactory performance review, your services with the Company shall be continued further. If your performance is not satisfactory, management may take appropriate decision including discontinuance of your association with us.

2) Working Hours

Employees are paid a monthly salary to work a normal five-day week.

- A. The normal working day for the employees is 9:00 am to 7:30 pm.
- B. The normal working hours a weekday for staff are 48 hours and working hours may vary according to the project / task.
- C. When employees are working in different areas which observe different working weeks, local conditions shall govern.
- D. Any make up time for lateness, personal leave, etc., to be entered on muster. Project Leader is to be informed in writing in advance of make up time.
- E. It is expected that, you should be punctual. When lateness is unavoidable, employees are expected to notify the office before 9:30 a.m. to advice of anticipated time of arrival. This is allowed max 4 occasions in a month.
- F. It is mandatory that the office be advised of unavoidable absence by the employee before 9:30 a.m. on the day of such absence. Failure to comply with this procedure will result in loss of pay / unauthorized absence from the duty and it may reflect individuals performance also.

3) Mode of Communication.

For any service of notice or communications of any kind, you will be informed by email or ordinary post at the last address given by you at the time of your joining or such other address as given by you to the Management thereafter.

4) Confidentiality.

4.1.1. You agree at all times during the term of your employment and thereafter (without limit of time) to hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except the benefit of the Company, and

4.1.2. Not to disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.

4.2. "Confidential Information" means any Company proprietary or confidential information, technical data, codes and trade secrets or know-how, (oral or written or in electronic format and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, process and process documents, services, projects, proposals, all work produced by you whether normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is generally available to the public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, personal information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not. Confidential Information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.

5) Intellectual Property.

5.1. You agree that any proprietary rights whatsoever, including but not limited to patents, copyright and design rights as a result of the development of and/or the application of all work produced by you during or as consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright.

5.2. Work or other material which you conceive, discover or create during or in consequence of this employment with the Company shall belong to the Company absolutely.

6) Data Privacy Compliance Policy

Your consent to the terms and conditions of the Data Privacy Compliance Policy stated below:-

6.1. Your consent to the processing of your personal data in accordance with the Company data privacy policy (the "Policy"), a copy of which can be obtained upon request;

6.2. In particular, you expressly consent to:

- The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Policy;
- The transfer worldwide of personal data held about you by the Company to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.

6.3. The reference to information "about you" includes reference to information about third parties, such as spouse and children (if any), which are provided to the Company by you and on their behalf. The reference to "sensitive personal Data" may be understood to include reference to the various categories of personal data identified by European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.