

LARSEN & TOUBRO LIMITED

ENGINEERS



CONSTRUCTION GROUP

MOUNT POONAMALLEE ROAD
MANAPAKKAM
P.O. BOX 979, MADRAS - 600 089.
PHONE : 2342747
TELEX : 041 - 26164 & 26057
TELEGRAMS : CIVICON
TELEFAX : 91 - 44 - 2342317

20th October 1995.

To Whomsoever it may concern

This is to certify that Mr. M. Renganathan has worked with us from Jun'88 to Oct'95 as a Senior Programmer. He maintained high level of Performances in his job. The scope of the projects entrusted to him includes Designing, Programming and Implementation. He handled projects in functional areas of Materials Accounting System on VAX/RDB On-line for all the regions in VAX Environment and the Site Material System for Project sites on PC/Cobol Environment. Also Financial Accounting System, Executive Information System, Payroll on VAX Basic, VAX Cobol and CDD + DTR. He is a strong analytical thinker of Designing of the System assigned to him and he does his job very effectively. We wish him all success in his future.

M. S. SUNDARAM
MANAGER - SYSTEMS

Construction Group Headquarters:
Mount Poonamallee Road, Manapakkam
P.O. BOX 979, Madras 600 089
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Regional Office:
MADRAS - MOUNT POONAMALLEE ROAD, MANAPAKKAM, P.O. BOX 979, MADRAS 600 089
BOMBAY - 6/E, MAKER TOWERS, CUFFE PARADE, BOMBAY 400 005
CALCUTTA - PARK PLAZA, 2ND. FL., 71 PARK STREET, P.O. BOX 9010, CALCUTTA 700 016
DELHI - 5, BHIKAJI CAMA PLACE, SOMDATT CHAMBERS 1, P.O. BOX 5, R.K. PURAM, NEW DELHI 110 066

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011-83694	2186711	2188480	CIVICON
021-5240	299488	299489	CIVICON
031-82088	606639	6874463	CIVICON
011-80020	2618181	2620223	LARSEN BRO

Registered Office : L&T House, Ballard Estate, P.O. Box 278, Bombay 400 001

19 April 1996

To Whom It May Concern

Dear Sir

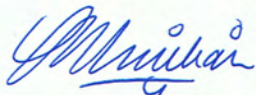
RENGANATHAN M

This is to certify that Mr Renganathan M was engaged by Computer Systems Advisers Pte Ltd (CSA) and contracted to the Singapore Network Services Pte Ltd (SNS) for a period of six months from 19 October 1995 to 18 April 1996. His major tasks involve analysis, design, development and maintenance support of one of our in-house application system.

Should you have further queries, please do not hesitate to contact the undersigned at Telephone No : 7728268.

Yours faithfully

SINGAPORE NETWORK SERVICES



**GOH HUI LIAN (MISS)
EXECUTIVE
PERSONNEL**

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EMPLOYMENT AGREEMENT

This agreement is made by and between **Business Computer Solutions, Incorporated**, (hereinafter referred to as "**Employer**") a New Jersey Corporation located at 1876 Lincoln Highway, Edison, N.J. 08817 U. S. A. and **Mr. Renganathan Muthukumarasamy** (herein referred to as the "**Employee**") residing currently at 57 Sivan Kovil South Street, (Near Kodambakkam Power House) Kodambakkam, Madras 600024, India. Tel. # (91) 44-494- 2614.

WHEREAS, Employer is in the business of locating technical consultant job assignments and providing consulting services in accordance with the needs of its customer clients (hereinafter referred to as the "**Clients**") and

WHEREAS, Employee currently desires to be employed by Employer in the capacity of Application Consultant performing work on Client's projects, as assigned by the Employer and the Employer desires to employ the Employee.

NOW, THEREFORE, in consideration of mutual promises, covenants and conditions setforth herein, the parties hereto agree as follows :

1. **TERM** Employee's employment will commence on **April 01, 1996** shall continue in effect until **March 31, 1998**.

2. **DUTIES** Employee accepts employment upon the terms and conditions setforth in this Agreement. Employee shall perform the following duties : Computer Programming, Software development, Systems Analysis, Consulting, Technical Writing or any other specialized technical work he/she is directed to perform by the Employer for Employer's Clients. Employee represents that in the performance of his/her services for Employer's Clients, he/she will regularly and typically exercise sound discretion and independent judgment with respect to the significant matters entrusted to him/her. Employee agrees to work at the client's location to which Employer directs him/her and at any other premises designated by the Employer. Employee agrees to adhere to Employer and Clients policies and requirements in performing his/her assigned work. Employee further agrees to exert his/her best efforts and to consult himself/herself in a professional manner at all times while on assignment with Employer's Clients. Employee understands and agrees that assignments with Employer's Clients may occur at irregular intervals and may involve successive, continuing or recurring work. Employee further understands and agrees that while working at Client's sites he/she works in the name of and represents the Employer.

Signature

Signature

Employment Agreement

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3. TIME RECORDS, DEDUCTIONS, COMPENSATION Employer agrees to pay Employee in accordance with the wage plan attached to this agreement as Exhibit A and made a part hereof.

For each assignment, Employee will record on Employee's prescribed time record and in accordance with any procedures established by Employer, Employee's hours worked on each day. Prior to submitting any such time record to Employer, Employee should obtain on each time record Client's Signature confirming and approving the hours worked by the Employee. Employee agrees that Client approved time record shall be conclusive as to number of hours worked each day by the Employee. Employee further agrees that he/she is further responsible for ensuring that such time record (including the Client's Signature) for any given week is received by the Employer's accounting office no later than third business day of the following week. Employee recognizes that Employer may elect to modify or supplement these procedures, orally or in writing, and Employee agrees to bound by any such future modifications or additions. Employer shall deduct amounts from Employee's compensation only as authorized by applicable law, including amounts attributable to all applicable income tax withholding and Federal Insurance Corporation Act (FICA) tax withholding.

4. HOURS Subject to provisions in Exhibit A which is attached to this agreement while performing work at the client's site Employee shall work the hours typically worked by the client's employees unless directed otherwise by the Employer who shall set and enforce Employee's amount and schedule of hours.

5. BENEFITS Employer shall pay taxes as may be required by law to provide Employee with any benefits to which Employee may be entitled under Federal and State Unemployment Law and under State worker's compensation insurance law. Employee shall be entitled to no other benefits of any kind except to the extent set forth.

6. PERSONAL SERVICES OF THE EMPLOYER Employee must personally perform the work as directed by Client or Employer and has no right to subordinate in any that responsibility to personally perform the work. Employee has no right to hire, supervise or pay assistance except as specifically directed in writing in advance by Employer to do so.

7. EXCLUSIVITY Employee hereby agrees that during the term of this agreement, he/she shall provide full-time service and shall refrain from performing services for others competing in the same type business.

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Employment Agreement

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8. **REIMBURSEMENT OF EXPENSES** Employer shall reimburse Employee for necessary and ordinary expenses incurred in the course of performing work under this agreement provided that Employee submits for approval in writing in advance and Employer approves the specific expenditure in writing in advance and notifies Employee in writing in advance of its intention to provide reimbursement. In order to receive an approved reimbursement, Employees shall present Employer itemized accounting of expenditures and supporting receipts and vouchers and any further information that Employer may request and such reimbursement shall be contingent upon receipt of adequate information.

9. **NONPERFORMANCE OF SERVICES AND NONRECRUITMENT** During the term of this agreement and after 12 months after the termination of Employee's employment relationship with Employer for whatever reason, whether with or without cause, Employee agrees that he/she shall not as a principal, employer, stockholder, partner, agent consultant, independent contractor, employee or in any other individual or representative capacity (a) provide or attempt to provide or solicit the opportunity to or attempt to provide directly or indirectly or advise others of the opportunity to provide any services of the type set forth in a paragraph 1 of this agreement (regardless of whether and how such services are to be compensated whether on salaried time-and-material basis, contingent compensation or other basis) to or for the benefit of any client (i) to which Employee has provided services in any capacity on behalf of the Employer, or (ii) to which Employee has been introduced or about which Employee has received information through Employer or through any client for which Employee has performed services in any capacity on behalf of the Employer, or (b) retain or attempt to retain, directly or indirectly, or itself or any other party, the services of any person, including any of the Employer's employees who were providing services to or on behalf of Employer while Employee was employed by the Employer and to whom the Employee has been introduced or about whom employee has received information through Employer or through any client for which Employee has performed services in any capacity on behalf of the Employer. For purpose of this paragraph the term 'Client' also refers to any affiliates, subsidiaries and divisions of Employer's Clients. It also refers to any customer of Employer's Clients for whom Employee provided the services.

10. **DIRECTION, SUPERVISION, COOPERATION** Employee agrees to adhere to all applicable policies, procedures and rules of Employer. Although Employee will ordinarily work as required by Employer at the direction of the client on whose project Employee is working, he/she agrees that Employer has the right to direct Employee as to when where and how Employee is to perform the work. Employer has the right to direct Employee as to which tools

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Employment Agreement

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and technology Employee will use on the job and the right to require that Employee performs the work in the order or sequence directed by Employer. Employer has the right to require Employee's attendance at meetings at Employer's or at any other premises. Employee's performance is subject to review and approval of Employer and Client. Employee's immediate supervisor in Employer's firm is Mr. Vijay Vaswani unless designated otherwise by the Employer. Employee agrees to cooperate fully with any request by Employer for Employee to provide any information, verbal or written related to the performance of the Employee's services, including but not limited to any information required by Employer to respond to any questions, claims, defenses and the like raised by any person or governmental agency or acquired by the Employer to prepare or file any claims, defenses or the like to be made by the Employer.

11. **REPORTS** Employee shall provide his/her immediate Employer Supervisor with weekly reports of progress and status regarding his/her work on client project. Such reports shall include providing comments in the space allotted to the time record submitted by Employee pursuant to paragraph 3 of this agreement, regarding potential completion of work on project earlier or later than anticipated and major problems encountered by Employee. Employee shall also provide written reports as requested by the Employer. Employee shall notify both Client and Employer if for any reason remains absent for any single/multiple working days and also about the availability after such absence.

12. **DISCHARGE** Employer may terminate Employee's employment at any time with or without cause and with or without prior notice and nothing in this agreement shall be deemed to restrict Employer from taking such action.

13. **RETURN OF PROPERTY** Employer directs and Employee agrees and upon termination of an assignment with any client, Employee will deliver to the Client all the keys, gate passes, identification cards, policies and procedures manuals, invention records data, programs, magnetic tapes, card decks, letters, memos or other documents or materials of any nature that are in Employee's possession. Employer directs and Employee agrees and upon termination of the employment Employee will deliver to the Employer all the keys, gate passes, identification cards, policies and procedures manuals, invention records data, programs, magnetic tapes, card decks, letters, memos or other documents or materials of any nature that are in Employee's possession.

14. **CONFIDENTIALITY AND DISCLOSURE** Employee acknowledges that confidential information and materials regarding Employer and its Clients have been or will be disclosed to him/her solely for the purpose of assisting him/her in performing his/her duties under agreement.

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Employment Agreement

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Such information and materials are and remain the property of Employer and its clients respectively. As used in this agreement the phrase "confidential information and materials" includes but is not limited to all information belonging to the Employer or Employer's Clients relating to their respective services and products, customers, business methods, strategies and practices, internal operations, pricing and billing, financial data, costs, personnel information (including but not limiting to names, educational background, prior experience and availability), customer and supplier contacts and needs, sales list, technology, software, computer programs, other documentation, computer systems, inventions, developments, trade secrets of every kind and character, information designated by Employer or any of its Clients as confidential and all other information that might reasonably be deemed confidential. Employee recognizes that he/she may use such confidential information and materials only during his/her term of the employment and solely for the purpose of such employment and that his/her rights expire upon employees discharge or resignation. Employee therefore agrees not to use for his/her own benefit or for the benefit of any other person, except if authorized in writing in advance by all the owners of such information and materials related to the business of the Employer, any of its clients or their customers, clients and affiliates both at any time during the termination. Employee agrees he/she will not directly or indirectly disclose to any person including the client or any other coworker during the period of his/her employment, Employee's wages, terms and any such information which could be against the interest of the Employer, this may go against the Employee.

15. **REPRESENTATION** Employee warrants that all information provided by Employee (including but not limiting to resume, interview and references) in consideration for employment by Employer or for assignment at a Client's site is done with the knowledge of the Employee. Employee further warrants that he/she is not restricted by and has no conflict of interest derived from any employment or other agreement or any other interest or obligations that would interfere with his/her performing work as directed under this agreement for Employer or for any Client or potential client of the Employer and that he/she shall inform Employer immediately should such a restriction or conflict arise. Employee understands that any misstatement or lack of candor by Employee concerning his/her qualification or availability to any client make grounds for immediate discharge by Employer and may subject Employee to damages for any harm (monetary or otherwise) caused to the Employer.

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Employment Agreement

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16. **PROPRIETARY RIGHTS** Employee should disclose fully and promptly to Employer and to any Client for which Employee has performed work the following :

Any and all inventions processes, innovation, discoveries, developments, designs, techniques, formulae, improvements, computer programs and other technical materials relating to the business of Employer or Employer's Clients where Employee shall discover, conceive, make, generate or reduce to practice, alone or jointly with others during his/her term of the employment with Employer and resulting from such employment whether or not they are patentable or copyrightable. Employee hereby agrees to assign to such Clients his/her rights and interests in any inventions, processes, innovations, discoveries and other similar materials including copyrights to all copyrightable material and all patent rights to all patentable material unless specifically directed otherwise in writing by Employer. No rights shall be reserved to Employee. Employee agrees to execute and transfer at any time upon Employer's request any certification, affidavit or other document confirming the Client's ownership rights under this paragraph.

Upon request at any time during or after the term of this agreement and at the expense of the Employer or its Client for whom the work in question was performed, Employee agrees to assist the Client, including its attorneys, in application for patents or copyrights relating to such inventions, processes and other materials named in this paragraph. Assistance in preparing and prosecuting such application shall include assistance regarding litigation and upon Employer's or said Client's request the execution of all papers and performance of all tasks that may reasonably be necessary to protect the rights of the Client and vest its or its assigns ownership of the inventions, applications, copyrights and patents herein contemplated. Where Employee is performing the work for the Employer and there is no identifiable client the term in this paragraph shall mean 'Employer'.

17. **RESIGNATION** Employee may resign with or without reason as of a specified date that is at least four weeks after Employer receives written notice from the Employee of his/her intention to resign as of the specified date.

18. **REMEDIES FOR BREACHES** Employee agrees that money damages would be an inadequate remedy for any breach of paragraphs 7, 9, 13 or 15 respectively regarding, exclusivity, nonperformance of services/non-recruitment, confidentiality and non-disclosure, return of property and proprietary rights, because damages for such breaches are not susceptible to exact measurement in dollars and that Employer would be irreparably harmed by any such breach. Therefore, Employer shall be entitled to temporary restraining orders, temporary injunctions and permanent injunctions to prohibit such breaches. This paragraph in no way limits the remedies Employer has at law or equity for breaches by Employee of any of the paragraphs mentioned in this paragraph or any other provisions of this agreement.

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19. **NOTICES** Any notice required or permitted to be given under this agreement shall be sufficient if it is in writing and send by registered mail, return receipt requested, to the Employee at his residence specified in the opening paragraph of this agreement or the Employer at its address specified in the opening paragraph of this agreement.

20. **EFFECT OF AGREEMENT** This agreement shall be to the benefit of and be binding on the parties hereto, the successors, assigns, heirs and personal representatives of Employer and the heirs and personal representative of Employee. Employee's rights obligations and duties under this agreement shall not be assigned to the Employee. Termination of employment as provided in paragraphs 12 and 17 shall terminate this agreement except that paragraphs 9, 13 and 15 shall remain in effect for the periods specified in those paragraphs.

21. **EMPLOYMENT AT WILL** Both parties acknowledge and agree that the employment relationship created by this agreement is at will. Any cause for discharge mentioned in this agreement or any document maintained by the Employer (including but not limited to employment manuals or recruitment materials) shall not in any way limit Employer's right to discharge Employee, or in any way alter Employee's at-will status.

22. **ENTIRE AGREEMENT** This agreement contains the entire agreement of the parties regarding the services to be performed on and after the effective dates hereof. This agreement supersedes and terminates all prior agreements between the parties regarding such services to be performed on or after the effective date hereof and the parties agree and understand that any such prior agreements regarding such services to be performed on or after the effective date hereof are hereby terminated. Any modification of this agreement shall not be effective unless contained in a writing expressly identifying it as a modification and signed by Employee and an officer of Employer.

23. **SEVERABILITY** Each provision of this agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, this shall not effect any other provision of the agreement which consistent with such law, shall remain in full force and effect. All surviving clauses shall be construed so as to effectuate the purpose and intent of the parties.

24. **GOVERNING LAW** This agreement shall be governed by the laws of New Jersey, USA. Any litigation in connection herewith shall be brought consistent with law, in the state or federal courts of New Jersey and both parties hereby consent to such courts exercise of personal jurisdiction over them.



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25. **WAIVER** No waiver of any provision of this agreement shall be valid unless in writing and signed by person against whom it is sought to be enforced (in case of Employer by an officer of the Employer). The failure of any party at any time to insist strict performance of any condition, promise agreement or understanding contained in this agreement shall not be construed as a waiver or relinquishment of the right to insist on strict performance of the same condition, promise, agreement or understanding at any future time.

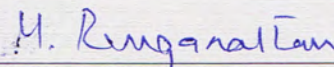
26. **EXHIBITS** To the extent that the terms and contents of any exhibit(s) attached to this agreement are contrary to or conflict with any terms of the foregoing provisions of this agreement, such foregoing terms shall be controlling.

27. **MISCELLANEOUS** Employee represents that he/she has read and understands the terms of this agreement has had an opportunity to ask questions and to review this agreement with legal counsel of his/her choice is not relying on any advice from Employer in this regard and is voluntarily signing this agreement.

BUSINESS COMPUTER SOLUTIONS, INC.

By :


Gopal Hingorani, CFP
V.P. Human Resources


Renganathan Muthukumarasamy
(Employee)



**BUSINESS
COMPUTER
SOLUTIONS, INC.**

**1876 LINCOLN HWY
2ND FLOOR
EDISON, NJ 08817
(908) 985-9898
FAX (908) 985-8819**

Annexure A

EXHIBIT A

Wage Plan for Renganathan Muthukumarasamy

1. Employee shall be paid a gross annual salary of \$45,000.00. (Forty Five Thousand Dollars And No Cents).
2. On project away from hometown, Employee will be paid for the travel plus \$50 per day as per diem allowance for the first week expenses after which he/she will have to take care on his own.

EXHIBIT B

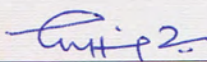
Benefits for Renganathan Muthukumarasamy

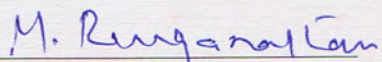
In addition the Employee will be entitled to the following benefits :

1. Health Insurance through Employer's Health Insurance Plan. Employer will pay the premium.
2. Employee will be entitled for two weeks leave at the end of 12 months of the employment.
3. No other benefits other then those indicated above are provided by the Employer.

BUSINESS COMPUTER SOLUTIONS, INC.

By :


Gopal Hingorani, CFP
V.P. Human Resources


Renganathan Muthukumarasamy
(Employee)