

1th April 2009

Mr. Yawar Ali Khan.G Hyderabad

STRICTLY PRIVATE AND CONFIDENTIAL

Dear Mr. Yawar Ali Khan. G

We are glad to offer you a position as <u>Software Engineer Trainee</u> with Raylabs technologies. We are sure that Raylabs technologies will provide you with an exciting and challenging work environment along with a successful career path.

Your annual gross salary will be **Rs 60,000/-** Sixty Thousand Only). A detailed salary structure is enclosed as Exhibit A.

These and other terms and conditions that will affect your employment are contained in Exhibit B.

We look forward to a long and mutually productive relationship. Please advise us of your date of joining at your earliest convenience and feel free to contact me with any questions that you may have. You are expected to accept this offer and join Raylabs technologies on or before 15th April 2009. This offer will be void if not accepted by 15th April 2009.

Enclosures: Terms and conditions of employment



Exhibit	<u>. A</u>
Raylabs technologic	es ., Hyderabad
Compensation	Package
Name	Mr. Yawar Ali Khan.G
Designation	Software Engineer Trainee
Level	L-1
Location	Hyderabad
Date of Joining	15 th April 2009
Salary Components	Amount (INR)
Basic	3,500/-
Special Allowances	1,500/-
Gross Salary (Per month)	5000/-
CTC (Per annum)	60,000/-

Exhibit B

TERMS AND CONDITIONS OF EMPLOYMENT

You are expected to devote your full business time, attention and energies to the performance of your duties with the Company. Your place of work will be Hyderabad, India. Under the terms of this Agreement, and without the need to terminate the employment relationship, the Company may assign you additional tasks or to a new manager, modify or remove your assigned duties, or change the place of your employment without additional compensation to you.

You also hereby consent and agree to any amendments to these Terms and Conditions of Employment, as deemed necessary by Raylabs technologies. You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company. You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you.

Compensation: You will be paid an annual gross salary of <u>Rs. 60,000/-</u> payable in accordance with the Company's standard payroll practices for salaried employees in India. This salary will be subject to adjustment pursuant to the Company's compensation policies in effect and your performance.

In case you are assigned to work outside your normal place of posting, the specific deputation letter would notify you of any changes in the compensation and benefits. In the event you are sent abroad on training



and / or project work, you may be required to sign an Agreement for service with the company as per the policy of the company. Other compensation aspects please refer to Exhibit C

Proprietary Information and Inventions Agreement: You will be required to sign the Raylabs technologies standard Proprietary Information and Inventions Agreement upon joining. You will also be required to sign the proprietary and Inventions Agreement of our client(s), you are assigned to.

Period of Employment: The age of retirement shall be 58 years and on superannuation you shall be entitled to such benefits as are available under the law and or the rules framed by the company

Termination of employment: Company may at anytime terminate your employment by giving you two month's notice in writing or by paying two month's basic salary in lieu of notice. You may also terminate this agreement by giving one month's notice in writing or by paying one month's basic salary in lieu of notice. In this Agreement, the word "termination" includes voluntary or involuntary separation. Your employment may be terminated by the Company without notice or payment in lieu thereof if you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement, or are guilty of any serious negligence or gross misconduct in connection with or affecting the business or affairs of the Company so serious in nature that the terminating party could not reasonably be expected to continue the Agreement for any period of time.

Background Verification: Upon your joining, Raylabs technologies shall, directly or through a third party, carry out a detailed background verification to validate the information and credentials submitted by you. Raylabs technologies reserves the right to terminate without notice, the employment contract, at any point during the course of employment, if the background verification report is found incongruent with the information & credentials provided by you. Additionally, in such an eventuality, Raylabs technologies shall require you to refund the salary paid including employee benefits availed, if any, till such date.

Recovery: In case you leave our employment without giving notice, you will pay or we shall have the right to deduct as liquidated damages an amount equivalent to two month's basic salary and allowance (incase, you are currently deputed for an overseas assignment) from any amount that may be due

In the event of separation from the services of the company, within one year of joining, the Company has the right to recover the amount paid to you in the form of Relocation reimbursement and any expenses incurred which is not part of the compensation structure.

Validity: This offer of appointment will not be valid and will be withdrawn under the following circumstances.

- Not reporting to work on the accepted date
- Not agreeing to execute the Employee Proprietary Information, Inventions and Non competition Agreement
- Unsatisfactory feedback on your credentials from any of the references furnished by you.
- Any other essential information that has been suppressed or falsely provided.

Raylabs technologies may at any point of time decide directly or through a third party carry out a detailed verification of the reference and validation of credentials submitted by you (background check).

Raylabs technologies reserve the right to terminate without notice, the employment contract, at any point during the course of employment, if the reference feedback is found unsatisfactory. This is also applicable if the credentials submitted are found untrue when verified.

General: Please note that individual salary is a confidential matter and not to be discussed with any other



employee or external parties except for statutory considerations.

If the terms of our offer are acceptable to you, please return the duplicate copies of the attached documents duly signed. It may be noted that, if you do not report for work on the date mentioned below, it will be deemed that you are not interested in our offer and the same will stand automatically withdrawn with effect from the said date.

Syed Saiffellah
Director

I have read and accept this employment offer:



Signature:

Yours sincerely,

Date: __