

Ref: EXN/HR/TAL/2006-2007/44

May 22, 2006

Mr. Rama Muni Reddy Mulapaku, D.No 20/1000, 2nd Floor, Co-operative Colony, Kadapa.

Dear Mr. Rama Muni Reddy Mulapaku,

Sub: Letter of Appointment

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as "Trainee - Software Development" in our organization on the following terms and conditions.

Reporting Authority:

You will be reporting to the concerned Project Leader or as advised by the management from time to time.

Place of Work

You will be currently based in Hyderabad.

Stipend

Your Appointment is effective from 1st March, 2006 at a Gross Stipend of Rs. 60,000/-(Rupees Sixty Thousand Only) per annum (i.e. Rs. 5,000/-per month) in the scale of Trainee in accordance with the rules/practice of the company relating thereto in force or amended from time to time.

Training:

- 1. You will undergo training for a period of Six months from the date of Appointment Letter. Your performance will be gauged on intervals and at the management's discretion your training may or may not be extended as the case may be.
- 2. You will work under the supervision of such Project Leader or managers as may be decided upon by the management from time to time. You shall diligently and satisfactorily carry out instructions given to you by your superiors in connection with the work assigned to you to the best of your skills and ability. Your Key Result Areas, Goals and Targets will be decided after mutual consultations and will be reviewed from time to time by your immediate superior.
- 3. You will employ yourself efficiently to the best of your ability, will devote your whole time to the work of the company and will not engage yourself directly or indirectly either honorary of on remuneration any service, trade, business, vocation or occupation.

Continuation Sheet....

jurisdictions of Courts; parties agree that only Courts in have Jurisdiction.



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Please sign the Declaration section on the duplicate/office copy of this Appointment Letter as token of you having read and understood the aforesaid and having accepted the Appointment and return the same.

We, on behalf of the Management and Staff of Exensys welcome you to Exensys and we are confident that you will be a valuable member of the company. We will cherish a long and meaning full association with you.

Yours Sincerely, For Exensys Software Solutions,

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Mukta Thakur

Manager- Human Resources

DECLARATION

I have read, understood and accepted the above terms and agree to abide by them.

Signature of the Employee

Name:

Date:



At present your place of posting will be at Hyderabad. You will be liable to be transferred to other places whether presently in existence or which may come into existence hereinafter. Also the company can shift the place/places of working anywhere in India or abroad and in that event you will have to make compliance for working at the new place of work. Also the company can shift the premises anywhere in India or abroad and you will report for work at the shifted place. You may be transferred temporarily or permanently for duty anywhere in India or abroad depending on the Exigencies of work of the Company.

Probation:

After successful completion of training period and depending upon your performance you will be absorbed by the company, you will be placed in probation for the initial period of 6 months. Unless confirmed in writing you will be deemed to be as trainee after the expiry of the initial or extended period of training. Your services are liable to be terminated without any notice during the training and probation period at the sole discretion of the management. Based on your performance in probation period you will be confirmed as permanent employee of the company. The company may at its sole discretion may extend the Probationary period and /or confirm you as permanent employee.

Termination:

- 1. You are liable to be suspended from services without pay, pending enquiry into any charges of misconduct against you till the management takes the final decision.
- 2. This appointment will also be governed by policies of the company that may be laid down/modified from time to time. Any violation of the policies, rules, terms and conditions is liable for termination.
- 3. Termination without notice for various reasons as stipulated in the synergy (employee manual) will form part of this appointment/agreement.

Promotions:

Your increments/promotions and demotions will be decided by the management depending upon your efficiency, intelligence, regular attendance, sense of discipline, loyalty and good behavior and also subject to the prosperity of the company.

Secrecy and Non-Disclosure:

You should keep secret and confidential and not divulge to any individual, firm, concern, company, enterprise, institution person or entity, either verbally or in writing any information and technical knowledge including any other data, information, operations and/or maintenance of the plant/Project pertaining to the Company/its Collaborators/its licensers/its Associates which you may have occasion to see or acquire in the course of your employment with the company or



Continuation their your training/employment in India or Abroad. Such information the continuance of your employment with us but also, even after you have ceased to be in the employment of the Company. In accepting this offer, you agree to protect the Company's intellectual property rights and shall not indulge in any act that will compromise the same.

Conflict of Interest:

You shall not carry any activity that brings about a conflict of interest with our business objectives.

Commitments on behalf of the company:

While making presentations to prospective clients and associates, you will ensure compliance with directives and guidelines of our principals, and also ensure that they shall be on the basis of factual information only. You shall not commit on behalf of the company, any form of service or obligation unless it is part of the clearly laid out list of deliverables and services approved in writing by the Managing Director/Executive Director.

Notice Period:

If you decide to terminate the agreement with the company, you need to give 1 month prior notice along with you need to reimburse the cost incurred towards your training and other incidental expenses as agreed upon by yourselves and the company in the agreement dt:01/03/06 In case notice is not given, you need to pay a sum equivalent to one month notice period salary/stipend along with the amount agreed in the agreement. After receipt of the due amounts you will be relieved accordingly.

If the management terminates you, you will be given 1 month prior notice or paid an equivalent of 1 month stipend/salary, but if you are terminated on account of misconduct or breach of any other clause as stipulated in the employee manual in synergy or not adhering to terms of employment/agreement, no notice will be given to you and your accumulated amount /dues will be forfeited.

General:

- 1. Observance of punctuality, discipline and a strict code of conduct and ethics are expected of you.
- 2. For any service or notice or communication of whatever kind, you will be informed by ordinary post at the address given by you at the time of employment or such other address which you may herein intimate to the management or by delivering to you personally and shall sign the duplicate copy of the same in token of its having been received by you. It will be your responsibility to intimate in writing within three days to the management whenever there is any change or your address.



- 3. That all communication sent to you by the management at your last given address will be deemed to have been delivered to you.
- 4. The management shall have the right to require you to subject yourself at any time during employment with the company to medical examination. If you are not found medically fit, you may be terminated at any time by at the discretion of the management.
- 5. You will be bound by rules and regulations enforced by the management from time to time in relation to conduct, discipline, leaves, holidays or any matter relating to service conditions which will be deemed as rules, regulations and orders in the part of these terms of employment.
- 6. You will be responsible for the safe custody of the machines, tools and materials etc., entrusted to you. In case of any loss or damage to any of such items, you will make good the loss or damage, otherwise the management will be within their rights to make such deduction from your remuneration.
- 7. Grant of leave will depend upon the exigencies of work and shall be at the discretion of the management. For availing leave, you will have to apply in the prescribed form to the appropriate authority and seek prior approval for such leave. While making such application you will state your address, telephone nos. during the leave period.
- 8. This offer of employment is made based and relying upon the data, information furnished by you in your resume and other documents executed by you. If at any time it is found that any information furnished by you is false or inaccurate or incorrect, the Company shall have the right to terminate your services on that ground alone without notice or compensation or notice pay. Furnishing false/inaccurate/incorrect information will be construed to be a breach of trust and good faith.
- 9. In your capacity as a Trainee Software Development you should maintain high standard of efficiency, integrity and secrecy and will keep liaison between the company, other employees and persons working with you and will be responsible for execution of the decisions taken by the management from time to time.
- 10. You are governed by the policies, rules and regulations of the company. An employee/trainee of the company expected/deemed to know/browse through the employee manual (synergy) or any other document for clarifications/updates. Company cannot be made responsible/answerable for the ignorance of any clause or rule or conditions by the employee/trainee.
- 11. This Appointment Letter will form part of the agreement entered dt. 01/03/06 between employee/trainee and the management. If any dispute arisen shall be governed by the laws of India and in the event of multiple