

30th June, 2016

Shaik Taheer Ahamed

Opposite To BIG Mosque, BIG Mosque Street,
Rapur, SPSR Nellore (DT), AP-524408.

SUBJECT: EMPLOYMENT AGREEMENT

Dear Shaik Taheer Ahamed

We are pleased to offer you the position of **Associate Software Engineer 'at' PROSCO BUSINESS SOLUTIONS PRIVATE LIMITED** (also referred to as "the company").

The Company is offering you employment on the following terms and conditions

1. DURATION

The Company agrees to employ you, and you agree to serve the Company in capacity of **Associate Software Engineer** effective from **05th July, 2016**.

2. LOCATION

While you will be based in Bengaluru, India, you may be transferred to any other location / deputed to any client location.

3. JOB TITLE AND JOB DESCRIPTION

The Company shall prepare, and from time to time in mutual consultation with you revise, and inform you accordingly about the job description that describes your statement of accountabilities, key performance indicators and competencies.

4. PROBATION

You will be on probation for a period of 1 month from the date of joining. During the time of probation you will not be eligible for leaves as per company policy. Leaves granted if any will be at the sole discretion of the Reporting Manager. However the employee accrues his / her eligible leaves during the probation period.

The company reserves the right to extend the probation period based on individual performance during the probation period.

5. COMPENSATION

Your total achievable compensation for this position is made up of a fixed salary, retrials and bonus components to reflect your Target Gross Compensation ("TGC"), as set out below.

5.1 Gross Annual Salary:

The Company shall pay you the amount as mentioned in the Annexure "1" as fixed salary, including allowances INR: **2.16** lacs per annum.

Employees joining the company on or before 31st October of the year will be eligible to participate in annual performance reviews and applicable merit increments. This is again subject to the performance during the probation period.

5.2 Annual Performance:

Organization follows an annual performance cycle from 1st April of the year to 31st March of the following year. Employees joining the organization as of 31st October of the financial year will be eligible to participate in the annual performance reviews and applicable salary increments.

The increments and payouts will be pro-rated based on the month of joining.

Any Incentive Payment will be subject to income tax.

All bonus payments are based on the discretion of the Company.

Please note: You must be an employee of the Company and not serving notice period when bonus payments are made, to retain your bonus payment.

6. EXPENSE CLAIMS

The Company shall reimburse the Employee for all reasonable expenses incurred during domestic and/or overseas business travel according to our Travel policy, provided the Employee had prior approval to incur the expense.

7. EMPLOYMENT BENEFITS

The Employee shall be entitled to standard employment benefits, provided by the Company's policies in effect from time to time. The amount paid / payable would be subject to applicable tax laws in force at the time these payments become due / are paid.

8. DATA PRIVACY

In accepting employment with the Company, you understand and agree that the Company shall collect and hold your Personal Information and Sensitive Personal Data or Information (Data') as part of its human resources records, and that such information may be compiled into a database and from time to time and on a need basis it may be transferred to affiliates and third parties within or outside India for lawful business purposes only.

In case you would like to review your Data, make changes or withdraw it or would like to know the purpose of collection of your Data and the details about the intended recipients, the Company shall fully cooperate with you to provide you with such information.

The Company will keep your Data confidential by storing it in secured files and restricted folders. Access to these files shall be limited to Human Resources staff and other persons authorized by Head-Human Resources. You agree that these practices are reasonable security practices and procedures followed by the Company to safeguard your Data.

9. OWN BUSINESS AND DEVOTION

During the term of this Agreement, you shall not engage in any business for your own account or for account of third parties and shall not accept any position in any private or public organizations without the written consent of the Company; and likewise you agree to devote the whole time and attention during normal working hours and at such other times as may be reasonably necessary to the service of the Company.

10. CONFLICT OF INTERESTS

The Employee may not sit on any Boards, or be a Director of any Public Company without prior approval. The Employee should not have any outside interests, which could compromise the Company in any way, or would impair or impact on your work performance.

11. INCAPACITY OF EMPLOYEE

Shall you at any time be incapacitated or be prevented from performing your duties by illness, injury, disability or accident or any other circumstances beyond your control (such incapacity or prevention being hereinafter referred to as the "Incapacity"), you shall be required to forward to the Company for approval, satisfactory evidence of the incapacity and its cause.

12. TERMINATION OF EMPLOYMENT

12.1 Retirement

The appointment will become subject to termination by the company as employer on attaining the age of 58 years (age of retirement).

12.2 Conditions

The Company may terminate your employment at any time without any reasons by giving the written notice, or the equivalent fixed salary in lieu of notice, at the Company's discretion. During the probation period the notice period will be 1 month and upon confirmation, the notice period will be of 3 months. The employee can terminate the employment with appropriate written notice and approvals.

12.3 Termination Clauses

The Company may terminate your employment at any time without prior notice if you:

12.3.1 Commit any serious or persistent breach of any of the provisions of this agreement;

12.3.2 Have been dishonest, seriously misbehaved, disobeyed the lawful instructions of the directors of the Company or their delegates;

12.3.3 Are guilty of any grave misconduct or wilful neglect in the discharge of your employment duties;

12.3.4 Are convicted of any criminal offence other than an offence, which in the reasonable opinion of the Company, does not affect your position as an employee.

12.4 Payment of Entitlements on Termination

The payment of any entitlements on cessation of your employment, (for any reason), will only be made once you have complied with your Obligations on Termination as set out below. The Company is entitled to offset any amount of money from your termination payment, to the value of any property not returned, or amounts owing to it. Note: It may be noted that under Indian Law, there is no requirement to pay terminal compensation for non-workmen except as provided in the contract of employment.

12.5 Obligations on Termination

Upon leaving your employment with the Company for any reason with, the Employee must immediately return to the Company all property, documents and items relating to the business of the Company. This includes, but is not limited to, any car, equipment, mobile phone, credit cards, palm pilot (or similar tool), papers, keys, reports, computers, information and programs, records and documents and other information, in whatever form, relating in any way to the Company. No entitlements will be paid to you until such time as this has occurred.

13. LEAVE

13.1 Annual Leave

The Employee is entitled to 21 days per annum, paid leave. The leaves are credited to the employee account on accrual basis. The Employee agrees to take leave, provided it is taken at a time when it complements the working requirements of the Employee's work area, or at a time when the manager may direct the taking of leave, due to operational requirements. The Company will attempt to meet the Employee's request; however the Employee accepts that this may not always be possible due to work demands.

13.2 Sick Leave

The Employee is entitled to a maximum of 5 days per annum as paid sick leave. Where sick leave is two days or more, or falls either side of a public holiday, the Employee is required to supply a medical certificate for the time taken.

14. UNDERTAKING OF EMPLOYEE

Subject to this Agreement, you agree to devote the whole of your time, attention and skill to this employment during normal working hours and at such other times as may be reasonably necessary, and shall faithfully and diligently perform such duties as may from time to time may reasonably be assigned by the manager and shall well and faithfully serve the Company, its Subsidiaries or Associated Companies and use your best endeavour to promote the interest of the Company.

It is mutually agreed that the Employee shall observe work rules, instructions and directions, as may from time to time be given to him or her by the Company.

15. CONFIDENTIALITY

You must keep secret during and after your employment all information that you obtain about the business and affairs of the Company, or clients or customers of the Company. Any document or written material provided by the Company is Company property and must not be removed, passed on, copied or disclosed to third parties except with the Company's authority.

If you are requested to do so by the Company, you will enter into such further confidentiality agreements with the Company as the Company may reasonably require.

16. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Company is committed to a policy of equal employment opportunity. This means that people will be treated equally at work in all situations.

Accordingly, any forms of discrimination including, but not limited to sex, marital status, race, nationality, religion, caste, creed, age, sexual preference etc. will not be tolerated under any circumstances by the Company. Any employee who engaged in any form of discrimination will be very seriously disciplined or dismissed.

Furthermore, the Company takes very seriously any effort at retribution for, or victimization of, a person who has made a complaint. Any employee, who does so, will be very seriously disciplined or dismissed.

It is a condition of your employment that you comply with all relevant anti-discrimination laws, and you must comply with the Company's internal procedures for dealing with discrimination or sexual harassment complaints and accept any direction of the Company in respect of sexual harassment or other forms of sexual or other discrimination.

17. GENERAL

Your appointment is based on the terms set out in this Agreement with its various attachments and the **PROSCO BUSINESS SOLUTIONS PRIVATE LIMITED**. Please Note that your compensation is strictly between yourself and the Company. It has been determined based on the Company compensation principles and guidelines. The compensation information should be treated as personal and confidential. Disclosing this information to anyone in any written/ verbal/ printed form, unless otherwise required for submission to Financial Institutions for documentation for loan sanctions; shall lead to disciplinary action.

Your appointment is valid subject to clearance of employment background checks, pre-employment medical checks and timely completion of pre-induction plan set by the company.

Dear Shaik Taheer Ahamed

I am delighted that You have decided to join us. I wish you a long and successful career with **PROSCO BUSINESS SOLUTIONS PRIVATE LIMITED**. Would you please sign both copies of this contract, to signify your agreement, and retain one copy for your own personal records and return the other copy to Head of HR-Department as mentioned below.

**Head - Human Resources,
PROSCO BUSINESS SOLUTIONS PRIVATE LIMITED.
RMZ Infinity 1st Floor, Tower D,
Old Madras Road, Krishnarajpuram Hobli,
Bengaluru 560016.**

Yours Sincerely,



**Ramesh Chandra Prasad,
Manager - HR
Date:**

ACKNOWLEDGEMENT OF ACCEPTANCE OF OFFER OF EMPLOYMENT

I, Shaik Taheer Ahamed, declare that:

I have read and understood these conditions of employment; and I will abide by these conditions of employment.

Dated:

Signed:

Annexure – 1**Name: Shaik Taheer Ahamed****Designation: Associate Software Engineer**

S NO	SALARY STRUCTURE	MONTHLY GROSS	ANNUAL GROSS
1	Basic	7200	86400
2	House Rent Allowance	2880	34560
3	Conveyance Allowance	1600	19200
4	Leave Travel Allowance	3240	38880
5	Medical Allowance	1250	15000
6	Special Allowance	750	9000
7	Food Coupons	720	8640
8	Flexi Benefit Plan	360	4320
9	Total Cost to Company	18000	216000

Note:**Professional Tax and Income Tax will be deducted as per prevailing Govt. norms****Insurance premium will be as per the Insurance Company's prevailing charges****Yours Sincerely,****PROSCO BUSINESS SOLUTIONS PRIVATE LIMITED.,****Ramesh Chandra Prasad,
Manager - HR**