

Confidential

Offer Letter

Date: 14th July, 2014

Mahesh Gupta
4/438, 1B, S. No. 11, Bhola Nath Nagar
Shahdara, Delhi-32

Dear Mahesh,

Further to our discussions, we have the pleasure to offer you an appointment with Comverse Network Systems India Pvt. Ltd. (hereinafter referred to as the "Company") as **Senior Software Test Development Engineer** reporting to **MIH R&D Team Lead** at the Special Economic Zone Unit of the company being set up at Gurgaon as per the terms of reference given below.

During the term of your employment with the company, you will be governed by the rules, regulations and other company policy as applicable, enforced, amended or altered from time to time during the course of your employment.

Terms and Conditions

1. Reporting

Your initial place of posting would be the SEZ Unit being set up in at Gurgaon. Further you will be reporting to such person in Company as may be indicated to you from time to time. However, your services are transferable and can be seconded or deputed by the Company to any of the Company operations or operations of Company's associate companies in India or abroad.

Company further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Company or as part of any restructuring or amalgamation or such other plan implemented by Company or by which Company is bound, on such terms and conditions as applicable to such plan.

2. Compensation

Your gross annual compensation will be **Rs.10,31,000/- (Ten Lacs and Thirty One Thousand only)** as per attached Annexure I and will be subject to deduction of tax at source. The Company assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility. Provided however, Company may from time to time, withhold any tax as may be required by applicable law. It is a condition of your employment that you will abide by the Company's Policy of maintaining strict confidentiality of the compensation you receive from the Company.

Comverse Network Systems India Private Limited

CIN : U64200 MH1999 PTC120827

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Regd. Office : G-11, BSEL Tech Park, B-Wing, Sector 30A, Opp. Vashi Rly. Station, Navi Mumbai-400705 India, T +91 22 4067 9393 F +91 22 4067 9333

www.comverse.com

13. Notification to New Employer

In the event you leave employment of the Company, you hereby consent to notification by the Company (at its discretion) to your new employer about your rights and obligation pursuant to your employment with the Company.

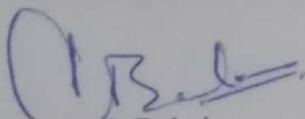
14. Date of Joining

Your due date of joining the Company is **14th July, 2014** failing which this Agreement shall be treated as withdrawn. In such a case nothing contained in this Agreement should thereafter be considered as a representation, commitment or responsibility of the Company.

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial association between you and Company. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings. Welcome aboard! Kindly return a copy of this letter duly counter signed by you in acceptance of the terms and conditions set out therein.

Sincere Regards,
For Comverse Network Systems India Pvt. Ltd.

Authorized Signatory



Rakesh Bahri
Director – Human Resources

I hereby accept and agree to this employment contract. I promise to abide by the policies and regulations of the company.

Name: _____

Signature: _____

Date: _____

