

May 1<sup>st</sup>, 2009

**Mahesh Gupta**

1/18, Shalimar Park

Shahdara, Delhi - 110032

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APPOINTMENT LETTER

**Dear Mahesh,**

1. We have great pleasure to welcome you into the NSSoft family and appoint you as a Software QA Engineer.

2. The terms and conditions, which form the basis of our mutual relationship, which we feel confident will be mutually beneficial and long lasting, are contained in the subsequent paragraphs.

**Commencement**

3. Your appointment takes effect on 01-May-2009.

**Salary and other benefits**

4. Your monthly salary will be Rs. 8,000/- (Rupees five thousands) all-inclusive.

5. In addition to this, you will be getting Committed Bonus of 10% of salary if performance is above average and Performance Linked Bonus. These bonuses will be paid after every six months of service after performance appraisal is done.

6. Re-imbursement of business related expenditure incurred by you in the course of discharge of your assigned duties and functions, as allowable to employee of your grade and designation, in accordance with the company Rules and Policy on the subject.

7. **Notice Period to be given on Termination of Services.** In the event of Your resignation you will be required to give one month notice to ensure smooth transition / handover of duties, without loss to the Company. In cases where adequate notice is not given, salary for the period of shortfall will be deducted while carrying out the full and final clearance. Also, the company may terminate the services without assigning any reason, **but with a similar notice period** or salary on lieu thereof. However, the management reserves the right to waive off or reduce the notice period required to be given by the employee based on special circumstances of each case. In the event of requisite period of notice not being given, either side will be liable to compensate proportionately to the extent of salary and allowances due for the period of shortfall in the notice period.

8. **Commitments:** It should be clear to you that there are **no other commitments made by the company** in terms of your compensation or otherwise, other than what is mentioned on the appointment letter.

**16. Inventions / Innovations Rights:** The company reserve its rights on any innovations / inventions / discoveries / products made / developed during your employment with the company and you should not make any claims on the said innovations / discoveries, etc.

**17. Place of Work:** Although your initial place of work is nominated as Noida, You may, during your employment with the company, work within India. Decisions for such transfers, which may be of short duration or of permanent nature, will depend on your suitability for the intended task and mutual agreement.

**18. Deputation:**

- a) While remaining permanent employed at Noida, You may be deputed to work at any one of the centers/ outlets of the company, as and when considered necessary, solely at the discretion of the Management.
- b) Depending on your suitability, you may be deputed from time to time to work at any of the Company's client sites, whether in USA or elsewhere.

**19. Veracity of Information Provided:** You have been engaged on the presumption that the particulars furnished by you in your resume or testimonials handed over by you are correct. In case the said particulars are found to be incorrect or that you have concealed or withheld some relevant facts, your appointment with the Company shall stand terminated/cancelled without any notice.

**20. Personal Conduct:** The Management shall be at liberty to terminate your services without any notice in the event of:

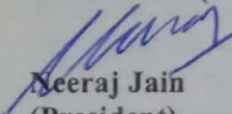
- a) Insubordination, indiscipline, dishonesty or negligence of duty.
- b) You're being unable to attend your duties effectively on account of prolonged ill health.

**21.** During the period of investigation into such circumstances, as you liable to be suspended from duty without any wages or salary.

Please sign **the duplicate copy** of this appointment letter ant return to us as your acceptance of the appointment and terms / conditions contained herein.

**In the end, we feel proud to have a professional of your stature as a member of the NSSoft Family and wish you a long, productive and satisfying career at NSSoft.**

For NS Soft (India) Pvt Ltd

  
Neeraj Jain  
(President)

I accept the above terms and conditions of service.

Signature.....

Date.....