

Dt. 26th Apr 2010

To,
Ms. Swathi Jali,
HYDERABAD

Dear Swathi,

Thank you for your interest in working for our organization. Having successfully passed the interviews, we are pleased to offer you a position with Avyaya Solutions. It is my pleasure to extend the following offer of employment to you on behalf of Avyaya Solutions. If you accept this offer you will be designated as **Consultant** and you will join us at our Client Location

This offer will be subject to the Standard Terms and Conditions of Employment by Avyaya Solutions and also will be governed by the policies, rules and guidelines of the Company (See Appendix for details). You will also be required to sign and agree to be bound by The Employee Non-disclosure, Non-solicitation and Non-competition Agreement when you join the employment of the Company.

The overall CTC offered to you is **Rs. 96,000 (Rupees Nienty Six Thousand) per annum**

This offer of employment with Avyaya Solutions is subject to the successful verification of information provided by you.

By accepting this offer you are also confirming that: -

1. You have terminated your employment with your previous employer (if any) in compliance with their terms and conditions
2. There are no contractual obligations with respect to your earlier contracts that would prevent you from delivering your responsibilities with the Company or taking up this position with this Company
3. Avyaya Solutions is not liable for any past dues owed by you as part of termination of any previous employments.
4. You are not bringing in any Intellectual Property that you do not have sole ownership of.

This offer will be valid for 2 weeks from the date of this letter. If this offer of employment is acceptable to you, please let us know your acceptance of employment by confirming via email or telephone within 1 week of receiving this letter and providing a signed copy of this document by post.

If we do not hear back from you within this period this offer will be deemed to be canceled and we are not obliged to hold the position open for you.

If you accept this offer you are required to join on **10th May 2010**. If you are unable to report for joining on the said date you are requested to inform the company in writing. The following documents are required to be produced at the time of joining. Please provide originals and self attested Photostat copies; originals will be returned after verification (as applicable).

1. Relieving Letter from all your previous employers.
2. Salary slip or salary certificate from most recent employer
3. Experience Certificate from all previous employers
4. Proof of Academic Qualification (Class 10th Equivalent and above):
 - 10th & 12th mark lists
 - Under graduate / degree mark list and degree certificates
 - Post graduation mark list and degree certificates (if any)
 - Other qualifications - mark lists and certificates (if any)
5. Proof of identity i.e. PAN card, driving license, Electoral card
6. Photographs (3 copies)

We take great pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit. We hope you will find this offer acceptable and wait to welcome you to the Avyaya Solutions family.

Best Regards

For Avyaya Solutions

Authorized Signatory

APPENDIX A

Employment Terms and Conditions

Profile Verification

This offer is provisional to the verification of details furnished by you during the discussions and interviews held so far. If any of these details are found to be incorrect or falsified at any point of time during your employment, this offer letter, and/or subsequent employment status stands canceled with immediate effect.

Employee Duties and Responsibilities

You will be starting at the Company at the designated position as per the Offer Letter. However you will be expected to perform the duties and responsibilities of the roles that will be assigned to you time to time by the Company.

You will be expected to display high levels of initiative and efficiency in your work. You are also expected to perform your duties and responsibilities meticulously and to the best of your capabilities and to the satisfaction of the Company. You are expected to show this level of commitment for tasks that are part of your job profile and also any other task that you would be reasonably expected to perform during your employment with the Company.

It is your responsibility to ensure quality output in all activities that you engage in either directly as an individual or as a team member/leader. As a full time employee you shall devote your time and capabilities for the discharge of your duties and responsibilities. You also agree to not engage in commercial activities that could conflict with your time and availability for delivering your responsibilities with the Company during your employment with the Company. You are however free to engage in not-for-profit activities while you are not under official duty and outside of your office hours.

CTC - Allowances, Gratuity, Taxes, Insurance

The CTC agreed upon by this contract will be inclusive of your PF, allowances, gratuity, insurance and any associated components. You will have the option to discuss the percentages of these components with the Company.

Performance Bonus

The company at its discretion will be providing performance bonuses to employees based on the individual performance of the employee and also on the performance of the company.

Tax

You will bear the implications of the tax liabilities owed to the government and local authorities by you through this employment.

Increments and Promotions

Your career path in the company will depend solely on your performance and your capability. Your individual performance will be reviewed on a regular basis by your managers and by your peers providing the criteria for your increments and promotions. Regular performance reviews will be conducted every six months.

Quality Matters

You will be required to learn the processes being followed at **AVYAYA Solutions** from time to time and comply with the quality standards that are being enforced as part of these processes. Your adherence to these quality standards and your general attitude towards quality will be an important parameter used in evaluating your performance.

Expenses and Reimbursement

You will be reimbursed necessary and reasonable out-of-pocket expenses incurred by you as part of delivering your responsibilities subject to submission of bills/tickets or associated documents and approval of the same by the Company.

Travel

You may also be required to travel as part of your employment. You will be intimated ahead of time to give you sufficient time to prepare for this.

Posting / Transfer

Although your first posting is as per the Offer Letter you are liable to be posted to any department / office of the Company or its partners or customers in India or abroad as required by your job profile and needs of the business at the discretion of the company.

Medical

Company may decide to terminate your employment based on valid medical advice that you have become physically/mentally incapacitated to such an extent that you are unable to deliver the responsibilities entrusted to you.

Working Hours, Holidays and Leave

Normal working hours of the company are 8:30AM to 6PM Monday to Friday. Saturday and Sunday are holidays. Employees are provided with the opportunity to take 12 paid leave every year accrued at the rate of 1 leave per month. The company also provides 12 annual holidays announced at the beginning of every year. Except for emergencies and medical reasons leave will be granted only on 3 days prior notice and approval by your managers.

Intellectual Property Rights

The company will retain ownership of all intellectual properties generated during the course of your employment as part of your duties or associated responsibilities.

All intellectual property rights on all 'works' (as per Copyright Act, 1957 and subsequent amendments) generated or modified by you individually or as part of a team during the course of your employment and as part of your employment will be wholly vested in the company. By this contract you have also undertaken to sign any associated documents to further confirm the above ownership. Unless permitted by an explicit agreement you are also bound to keep such matters confidential and shall use such 'work for the sole benefit of the Company as required by your employment.

Non Solicitation

During your employment with **AVYAYA Solutions** and for a year thereafter you shall not solicit any employee of the Company to leave their employment in order to join another company or provide services to another company/person/entity which is not affiliated to **AVYAYA Solutions**. You shall also not directly or indirectly on behalf of another person or entity solicit or entice any customers or potential customers away from the company.

Non Disclosure

You agree to sign and be bound by the terms of the Non-Disclosure, Non-Solicitation and Non-Competition Agreement required to be signed by you during the term of your employment with the Company and at all times thereafter. You also hereby agree to comply with the terms of any policies of the Company relating to the protection of confidential information from time to time. You are also required to strictly maintain as confidential and not divulge or communicate in any manner, any information regarding your remuneration / terms of employment to any other employee of the Company except your immediate superior. Any disclosure of confidential information will be considered a serious misconduct and breach of the terms of your employment.

Non Compete

By joining this company in the designated position you hereby agree to not engage in any competing activity or business during the course of your employment and thereafter for a period of 1 year after the termination of your employment with the company. This does not however prevent the employee from seeking employment in other IT companies after termination of employment with **AVYAYA Solutions**.

Training

The company may select and offer training for employees at the company location or outside at its own discretion. You will be required to attend these trainings and assignments

Personal Information

It is the responsibility of the employee to keep their personal contact information up to date with company and also to notify duly any changes thereof. Additionally you will also be required to update the company of changes in your civil or marital status

Termination

On termination of your employment with the company irrespective of the circumstances, you are bound to return to the company:

1. any material items belonging to the Company per inventory, and all non material items in your possession including but not limited to Intellectual property (documentation, software, email correspondence) and any other information required for the continued execution of the duties of your role (login credentials, business contact information)..
2. any physical company documents that you may have in your possession
3. any other company assets within your control like apartments, leases etc

You are also bound to repay any and all outstanding debts or loans due to the company and the company is hereby authorized to deduct from any payments due to the employee the amount due to the company.

You will also be bound by any previous confidentiality, non-disclosure or non-compete agreements that you had signed as part of your employment until the individual termination of such contracts.

Breaches and violations

Over and above the terms mentioned in this document you are also liable for disciplinary action including and not limited to warnings, suspensions, demotion, denial of promotion or increments for violations of codes of conduct and company policies. The said policy and related company manuals shall be treated as part and parcel of this Agreement. The company reserves the right to modify/amend terms and conditions, and will notify employees of the same. The company may also decide to terminate employment subsequent to disciplinary action and proper investigation.

Other Rules and Regulations

During employment you are subject to rules and regulations and policies of the Company as made applicable by the company and revised at the company's discretion from time to time, irrespective of whether such details are individually notified to you. You are requested to keep yourself up-to-date with such information from the company intranet/company manual. You will also be liable to face action from the company if you are found in violation of these.

Notice Period

A notice of 2 months is required during the first year of your employment with the company by either party to terminate this contract. In subsequent years either party may terminate the contract with a notice period of 1 month. Notice period is considered to start from the point the termination letter is received by the manager. However when situations warrant, as in the case of breach of policies, the company may decide to terminate the contract with immediate effect.

Warranty

You represent and warrant to the Company that the terms and conditions of your employment are legal, valid and binding upon you and acceptance of the same by you and the performance of your obligations pursuant to your employment by the Company does not and will not constitute a breach of, or conflict with the terms or provisions of, any agreement or understanding to which you are a party (including, without limitation, any other employment agreements).

Jurisdiction

Your employment shall be governed by and construed in accordance with the laws of India and the courts of Hyderabad shall have the jurisdiction, to the exclusion of any other Courts that may have jurisdiction, to decide any dispute arising from or in connection with your employment with the Company or any of the terms and conditions of your employment with the Company.

Amendments

The Company, at its discretion, may alter, replace or annul any of the above, should circumstances so warrant either as a result of statute or otherwise. All changes will duly be updated on the company intranet and will be duly notified to the employees through proper channels.

I hereby accept the Terms and Conditions mentioned above and assure you to join on _____

Signature of the Employee