



T. Prakash
3/476, East Coast Road
Palavakkam
Chennai – 600 041

1st Oct 2005

Dear Mr. Prakash

Sub: Offer Letter

Allzone Management Solutions is pleased to offer you employment as **Senior Network Engineer** with effect from 10/10/2005

1. COMMENCEMENT OF EMPLOYMENT

- 1.1 Your job description and general responsibilities will be intimated to you upon joining.
- 1.2 You would be reporting to the Project Manager.

The terms and conditions of your appointment are as follows:

2. SALARY

- 2.1 Your Cost to the Company (CTC) will be **Rs.1,68,000.00** per annum, which is inclusive of basic salary, allowances and variable pay. The break up will be provided to you as per the company's policy. You will be governed at all times by the policies, procedures and rules of the Company related to the salary, allowance, benefits and pre-requisites which are specified in this appointment letter. Further, the Company may modify or change such allowances, benefits and pre-requisites from time to time in accordance with its policies.
- 2.2 Salary reviews will be notified to you in writing.
- 2.3 The Company will be entitled, at any time during your employment, or in any event on termination, howsoever arising, to deduct from your remuneration any monies due from you to the Company, including but not limited to, salary, loans or advances, and any excess holiday pay.
- 2.4 Obligation of Tax: With the exception of the obligation to withhold tax at source the company assumes no responsibility for your personal tax affairs. It shall be your responsibility to file tax returns with the respective authorities as per the Indian Income Tax Law.
- 2.5 You're Salary and other compensation details must be kept confidential at all times.

3. PROBATION

- 3.1 You will initially be on probation for a period of six months from the actual date of your joining the Company and will continue to be so unless and until you are expressly confirmed (in writing) in the regular service of the Company.
- 3.2 During the probationary period your services are liable to be terminated at any time, without any notice or commission or assigning of any reasons thereof and at the sole discretion of the Company.
- 3.3 During the probationary period your performance will be thoroughly assessed and evaluated by your superiors and only on satisfactory completion of your initial or extended probationary period you will be confirmed in the regular service of the Company.

4. LEAVE BENEFITS

- 4.1 You will be entitled to all leaves as per the company policy.
- 4.2 The Company reserves the right to require you to undergo a medical examination by a doctor nominated by the Company at any time during your employment where your health or absence record is a cause for concern.



5. TERMS AND CONDITIONS

In addition to the terms of this offer letter, your employment with the Company will be governed by the Terms and Conditions of Employment as set out below. Please review the Terms and Conditions of Employment carefully, since your acceptance of this offer by the Company would be deemed acceptance of the Terms and Conditions of Employment.

Rules And Regulations

The Company shall be entitled to modify the terms of your employment on providing you with prior written notice and in accordance with applicable law. You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time.

Service Conditions

During the period of your employment with the Company, the service rules and regulations of the Company and the amendments that may be brought into force from time to time and the rules governing business conduct, ethics and secrecy shall govern you.

Minimum Service Period

You shall serve with the Company for a minimum uninterrupted period of 12 (Twelve) months from the date of joining and not less than 6 months from the date of confirmation in the services of the Company whichever is later.

6. INITIAL PLACE OF POSTING

Your initial place of posting will be in Chennai.

7. JOB ASSIGNMENTS

You may during the course of your employment be given any assignment arising out of the Company's business that the Company, in its subjective judgment, feels is suited to your background, qualifications or experience.

8. TRANSFER

The Company, may in its business interest, transfer you to any of its offices in India or abroad on such terms and conditions as are applicable to such transfers as per Company rules.

9. VERIFICATION AND BACK GROUND INVESTIGATION

Your appointment is subject to satisfactory verification of your character, antecedents, testimonials and references. The appointment is also based on the details provided by you in your resume and information provided by you during various discussions with you. If at any time, any information or detail given by you is found incorrect or false; your services will be liable for termination without any notice, salary in lieu of notice or compensation. No charge sheet or disciplinary action will be necessary. Your appointment is also subject to your being found medically fit and continuing to remain fit thereafter as certified by a Company approved doctor. You represent that you have never been convicted of, been charged with or are on trial for any crime or other transgression whatsoever in India or abroad. You will be subject to checkings ("Checkings") that may be conducted either before or after the date at which full-time employment commences.



Checkings will include: (i) Background checks (including checking all facts submitted to the Company, including, but not limited to your curriculum vitae or application.); (ii) Reference Checks; (iii) Medical Examination(s) as determined to be relevant by the Company.

Either (i) Refusal to be subject to Checkings or (ii) Results that are derived from Checkings which are in conflict with material given by you to the Company will be considered grounds for withdrawal of the offer extended to you and may be acted on at any time before or after your commencement date with the Company.

Note: At the time of joining please produce the following documents.

Proof of Date of Birth,
Proof of Education Qualification,
Reliving Letter from previous Employer
Copy of last drawn salary slip & 2 Passport size photographs.

10. WHOLE TIME SERVICES

While being in the whole time services of the Company, you shall not engage or associate yourself directly/indirectly or in any other manner, whatsoever, in any other post or work part time or pursue any course study without the prior permission of the Company. You shall devote your whole time, attention and skill to the best of your ability for the business of the Company.

11. INTELLECTUAL PROPERTY

The rights to any invention, discovery or creation of new system or method related to the Company's operations and arising out of any work done in the course of your employment would automatically vest with the Company. In this connection, where required, the Company may obtain patent right in its name (or jointly with other) based on the fact of your invention, discovery or other creative effort. You are specifically made aware that you will not be made liable to any compensation for such acts of yours and that any rewards which the company may choose to bestow will not be deemed to confer any rights towards the invention, discovery or improvement in system or method for you. All such copyright works shall belong to the Company.

12. CONFIDENTIALITY

You must always maintain the highest degree of secrecy and keep as confidential the strategy, names of fellow employees, business lines, equipment, products, intellectual property, records, documents and such other information relating to the business of the Company which may be known to you or confided in you by any means and you will use such strategy, names of fellow employees, business lines, equipment, products, intellectual property, records, documents and information only in a duly authorized manner in the interest of the Company. You shall act in due diligence not to divulge any client information or professional secrets of the Company. Infringement of this condition will render you liable to summary dismissal and / or prosecution. You must not at any time after leaving the employment of the Company, for any reason, disclose or permit to be disclosed to any person, firm, company or other entity any confidential information or trade secrets relating to or belonging to the Company or to other companies and / or affiliates of the Company. You must not anywhere, at any time after termination of your services or employment with the Company, either personally or through agents, friends or relatives, directly or indirectly, represent yourself as being connected to or interested in any way in the business of the Company. In the event of breach of any of the conditions mentioned above, the Company shall be entitled to injunctive relief and / or specific performance to enforce the above – mentioned conditions.

**13. COMPANY PROPERTY**

You will always maintain in good condition Company property which may be given to you for official use during the course of your employment. On the termination of your employment, for whatever reason, you will be required to return to the Company all property, documents and papers in your possession or under your control relating to your employment or to clients' business affairs, failing which the cost of the same will be recovered from you by the Company.

14. VALIDITY OF CONTRACT

This contract is valid (a) subject to satisfactory verification as enumerated in item-9 above, (b) subject to your acceptance of the offer within the time limit, stipulated and (c) subject to your joining your duties on or before the date specified above.

15. CONDUCT AND DISCIPLINE

You are required to conduct yourself professionally, at all times, in the course of your duty. In the event of a misconduct committed by you, which causes embarrassment to the Company, the Company shall take disciplinary or legal action against you, which may result in subsequent dismissal from employment.

16. RETIREMENT

You will retire in the normal course from the services of the Company on attaining the age of retirement. The actual date of retirement shall be the last working day of the calendar month in which your 58th birthday falls.

17. TERMINATION OF SERVICES

Subject to local laws, this contract may be terminated by either party, at any point of time during probation and with one month's notice or one month's salary in lieu of notice after the completion of probation period. However in the event of gross misconduct or commission of a serious breach by you, the Company is entitled to terminate your employment with immediate effect without any prior notice. On confirmation, your appointment with the Company is liable to be terminated by the Company giving you not less than one-month (30) days written notice, or by payment of one month's basic salary in lieu of such notice. On completion of the minimum service period as in clause 5 above, you may terminate your employment with the Company by giving not less than one month's prior written notice to the designated officer of the Company and by providing the Company a written declaration in the format annexed to this offer letter.

Notwithstanding any other provision hereof, on breach of contract, your employment at any point of time may be terminated by the Company without notice or payment in lieu of notice, in the event of dissatisfaction in the results of the background investigation or if it has reasonable grounds to believe that you are guilty of misconduct or negligence, or have committed any breach of this agreement. Termination of your employment under this sub-paragraph would be without prejudice to:

- (i) The Company's right to claim the actual damages it has suffered through this breach
- (ii) Any other relief to which the Company may be entitled under contract, law or equity.

In the event of termination of your employment, your employment with the Company will cease and the provisions of this shall not have any further effect. On termination, the Company shall not have any further liability to you other than for remuneration, allowances and perquisites that have accrued prior to the effective date of termination of employment. The Company's decision as to the termination of your services or employment shall be final and legally binding on you.

**18. RESTRICTIONS**

You will not during your employment with the Company, and in the event of termination of your employment for a period of one (1) year following the date of termination, do or permit any of the following without prior consent of the Company:

- (i) Be concerned with, engaged or interested in, or advise or own any business, which is in competition with any business carried on by the Company in India, including without limitation companies engaged in similar activities as those of the Company as were performed or developed at any time during your tenure.
- (ii) Solicit customers of any person who is or has been a customer of the Company for the purpose of offering to that person goods or services similar to or competing with those of the Company.
- (iii) Cause or permit any person directly or indirectly under your control to do any of the acts of things specified above; and
- (iv) Solicit any employees of the Company, which includes the persons employed by the Company after termination of your employment with the Company, for the purpose of offering to that person an employment of any interest in any other company, institution, organization or any business whether owned by you or not.
- (v) Breach of any of the above conditions shall entitle the Company to injunctive relief to enforce the restrictions given.

19. INDEMNITY

You will fully and effectively indemnify the Company against all losses, damages and expenses incurred due to any breach of the terms of this offer letter, or any fraud, misconduct or negligence on your part in the course of your employment with the Company.

We welcome you to the organization and sincerely hope that your period of service will be long, pleasant and of mutual benefit.

For Allzone Management Solutions Pvt. Ltd.



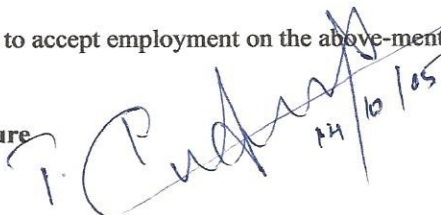
B. Nazeer Ahmed
Director

ACCEPTANCE

If the terms and conditions of appointment enumerated in this letter of appointment, including its annexure are acceptable to you, please confirm your acceptance by signing on the duplicate copy of this letter and return it to the company.

I agree to accept employment on the above-mentioned terms and conditions

Signature



Name:

Date: