



IBM Daksh Business Process Services Pvt. Ltd.
Infinity Tower - B, 5th Floor
Sector - 25A, DLF Phase - II
Gurgaon - 122016
Haryana - India
Tel: +91-124-4359999

Private & Confidential

24 May, 2006

Sarika Nanda,
38 Ghalib Apts,
Pitampura,
Delhi -34.

APPOINTMENT LETTER

Dear Sarika,

Subsequent to the meetings between **IBM Daksh Business Process Services Private Limited** and you, we are pleased to make an offer of employment on the following terms and conditions. Your compensation and benefits is detailed in attached Annexure.

1. Appointment

1.1 You shall be appointed to the position of **Lead -TTBU Training**

1.2 Your initial place of work shall be **Gurgaon**.

However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company, whether now existing or still to be formed. Such transfer/deputation will be in accordance with the Company's rules being in force at the time.

1.3 Your appointment will be effective from **30 May, 06** or earlier.

If this date is not suitable, please contact us immediately at joiners@daksh.com to seek an alternative date. Please note, the offer will be withdrawn at the joining date if you do not notify us of your acceptance or we are unable to agree to an alternate joining date.

1.4 On joining you shall report to the **Head Training** of the Company or any other person nominated by him.

1.5 As per Company regulations you are required to furnish, before joining documentary proof of your last drawn salary, educational qualifications and work testimonials and also that you are free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date. (Documents checklist)

2. Terms And Conditions

2.1 Your appointment shall be subject to:

Your successfully clearing extensive background checks including criminal and financial checks.

2.2 You will be deemed to be on probation in the services of the company until confirmed in writing. The initial period of probation is six months from your date of joining, which may be extended by the management at its discretion.

2.3 During the period of probation, your services may be terminated by either party giving the other 15 days notice or basic salary in lieu thereof. The management reserves the right to waive off the notice and/or relieve you immediately and pay you salary for notice period.

2.4 After confirmation and thereafter, your services shall be terminable by either party giving the one month's notice or basic salary in lieu thereof. However, no such notice or notice pay shall be payable in case your services are terminated on account of commission of any misconduct by you.

2.5 You will automatically retire on attaining the age of 58 years. The age as declared in your application shall be binding on you.

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- 2.6 While in the employment of the Company, you are in no way allowed to be employed by any other Company on a temporary or part-time basis or offer your services with or without pay to any person, legal entity or public authority or to be occupied in your own business without the prior written consent of the Company.
- 2.7 You confirm that you have disclosed fully to the Company all your business interests whether or not they are similar to or in conflict with the business or activities of the Company. You agree to disclose fully to the Company any such interest or circumstances which may arise during your employment.
- 2.8 You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisor and authorized by the Company to assign such duties and responsibilities.
- 2.9 The Company will work 7 days a week, 24 hours a day. You will be required to work up to 48 hours a week and such other hours as may be reasonably required to complete your business duties.

3. Confidentiality

- 3.1 The position held by you is of a strictly confidential nature. You shall not disclose to any unauthorized person, either during or after your employment with the Company, any information about the interest or business of the Company or any affiliated Companies or any information pertaining to their clients and/or with the end consumers of our clients – the information you may have acquired while in the employment of the Company.
- 3.2 You shall not communicate to public papers, journals, pamphlets or leaflets, any information or documents, official or otherwise relating to the Company except with the prior approval of the management.
- 3.3 Upon separation from the Company, you shall return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.
- 3.4 The terms of this offer are strictly confidential between you and the Company.
- 3.5 You will abide by the information security policy of the company and all the rules and regulations contained therein.
- 3.6 Your individual remuneration is purely a matter between yourself and the company and has been arrived on the basis of your job, skills specific background and professional merit. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.
- 3.7 Information pertaining to the Company's operations shall remain confidential and safeguarded by you. On joining the Company, a formal agreement to effect non-disclosure of confidential information and intellectual property etc, shall be executed by you



4. The Company expects you to respect all matters, which are Intellectual Property Rights of your current employer, and strongly discourages you to bring in to the organization, manuals, documents, papers, memos, and files etc., which are classified.
5. You shall inform the Company about any change in the residential address in writing within 3 working days and get the acknowledgement. All communications between the employee and the Company shall be deemed to have been effectively served if delivered to you personally or sent to the current residential address already mentioned here in the letter. In the event of failure of the employee to discharge this obligation, then the service of any communication shall be deemed to be complete and effective on the address mentioned herein.
6. This appointment is based on the information supplied by you in your application for employment and will otherwise be treated as null and void if a material error, in the management opinion is discovered and/or due to non-disclosure of relevant information about you to the company.
7. The Benefits provided by the Company as outlined herein and in the Company policies are subject to change at the discretion of the Company.
8. Your continuance in employment is subject to your maintaining clean criminal and financial records.
9. Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.
10. All other terms and conditions will be governed by the Company's policies, Code of Conduct, rules and regulations as stated from time to time.

Kindly sign and return a copy of this letter duly countersigned by you on each page in acceptance of the terms and conditions set out herein.

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.

Yours sincerely,

Jitender Mohan
Senior Manager - Human Resources
(Support Recruitment)
Talent Transformation Business Unit
IBM Daksh Business Process Services Private Limited

I agree to accept employment on the above-mentioned terms and conditions. I will report for duty on 30 May '06

Signed: Saika N

Print Name: Saika N

Date: 24/5/06



Name: Sarika Nanda

Designation: Lead - V&A TTBU Training

ANNEXURE

IBM Daksh Business Process Services Pvt. Ltd.
Infinity Tower - B, 5th Floor
Sector - 25A, DLF Phase - II
Gurgaon - 122016
Haryana - India
Tel: +91-124-4359999

1) ASSURED GROSS SALARY	Rupees Per Month	Rupees Per Annum
Basic	8838	106050
Flexible Benefit Plan (FBP) *	15352	184224
Employer PF	1061	12726
Assured Salary (PM)	25250	303000

2) ANNUAL PERFORMANCE INCENTIVE		
Minimum Level	0	0
Maximum Level	4531	54371

3) Gratuity	425	5101
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4) TOTAL ESTIMATED COST TO THE COMPANY (1+2+ 3)		
Assured Salary + Incentive at Minimum Level	25675	308101
Assured Salary + Incentive at Maximum Level	30206	362472

- o Amount due as per the V&A Trainer Ramp-Up Plan , 2005 subject to successful completion of the TTT Program:
- o One Time Flat Increase of Rs. 75,000/- in the CTC six months post DOJ/Date of Transfer, as applicable
- o The company reserves the right to revisit/withdraw/modify the scheme without any notice or any benefit in lieu thereof.
- o A retention bonus of Rs 40,000 to be paid every six months thereafter (Day zero being Date on which CTC is increased)

*** FBP ENTITLEMENT LIMITS**

- * HRA upto 50% of Basic Salary
- * Medical Reimbursement upto Rs 15,000/- p.a.
- * Leave Travel Assistance (Tax exemption will be allowed as per the limits laid down in the Income Tax Act, 1961)"
- * Special Allowance/Variable - no specified amount subject to unutilized amount from FBP

ADDITIONAL FACILITIES

- * Hospitalization Insurance of Rs 100,000/- for self and dependent family members.
- * World-wide Accident Insurance of Rs 1,000,000/-

Note: All incidences of tax will be borne by the employee as per the prevalent rules.