

30th May, 2014

Santanu Das
Das Bhaban, Puratan Bazar
P.o : Diamond Harbour
24 Prgs(s)
West Bengal 743331.

Sub: Offer-cum-Appointment Letter

Dear Santanu,

With reference to your application and the subsequent interview you had with us, we are pleased to offer you the position of "**WFM- Sr Officer-German**" on the following terms and conditions:

1. Upon your joining on or before 19th June 2014, you will be appointed as "WFM- Sr Officer-German" in the regular employment of SiTEL. Your annual gross compensation will be INR 5, 00,460 per annum. You will be assessed on attendance, performance against targets set, attitude or any other parameters that may be communicated or may be applicable to your role.
2. Your initial appointment will be at **Mumbai** but your services are liable to be transferred to any establishment of the Company. Your services are also liable to be transferred from one department to another; from one project to another and to any sister concerns/ associated companies and subsidiary companies. Upon transfer, you will be governed by the terms and conditions of service applicable to the establishment into which your services are transferred.
3. You will be on probation for a period of six months from the date of your joining, and you will be deemed confirmed after successful completion of the probation period unless communicated in writing otherwise.
4. You will be subject to the Code of Conduct and other general rules of employment pertaining to holidays, leave rules and hours of work prevailing in the Company or as may be stipulated from time to time.
5. You will be required to sign the Code of Conduct and Confidentiality Agreement.
6. You will -
 - (a) Diligently, faithfully and to the best of your skill and ability serve the Company and perform all the duties entrusted to you from time to time.
 - (b) Obey and comply with all orders and directions given to you by the Company or any Officer duly authorized in that behalf and faithfully observe all the rules, regulation and arrangements of the Company for the time being in force for the management of the Company's property or for the control and good conduct of the Company's employees.
 - (c) Throughout the continuance of your employment give and devote the whole of your duties with the Company and while serving the Company will not, without the prior consent in writing of the Company, engage yourself directly or indirectly with or without remuneration in any trade, business occupation, employment, service or calling nor shall be during the term of this employment directly or indirectly take up any employment of service or carry on any business either in partnership with others or on your own account similar to or in any way competitive with the business of the Company.

(d) Not at any time either during the continuance of this employment or any time thereafter except by or indirectly to any persons, firm or body-corporate any know-how, knowledge or information or any trade secret of financial matter which you may acquire during the course of or as incidental to your employment concerning the business of any of its affiliates or transaction in which the Company may have been concerned with or interested in whether directly or indirectly.

7. In case, during the continuance of your employment, you are incapacitated by reasons of illness or accident or any other cause beyond your control from attending to your duties for a period of three consecutive months or for periods amounting in the aggregate to three months in any one year, the Company may in its discretion terminate your employment without any notice or payment in lieu of notice.

8. The Company may send you for medical examination from time to time to gauge your fitness to continue to work for the Company. The opinion of the Company's approved Medical Practitioner or any Medical Practitioner/Hospital of the choice of the Company shall be final and binding.

9. If you are found involved in any act of theft, misappropriation of funds, fraud in connection with employment of the Company in or outside the premises of the Company or involved in moral turpitude, the Company reserves its right to terminate the services forthwith without assigning any reasons or without issuing charge sheet or holding any enquiry.

10. The Company shall be entitled notwithstanding anything to the contrary contained herein, to terminate employment at any time without any notice or payment in lieu of notice and without assigning any reason in case of any act of disobedience, insubordination, breach of trust or loss of confidence, dishonesty or other serious misconducts or negligence, incompetence or inefficiency in discharge of your duties or breach of any of the terms and stipulations contained in this letter to be observed or performed on your part.

11. The Company shall be entitled to terminate your employment at any time without assigning any reason on giving a one-month notice or without any notice on payment of one month's salary in lieu of notice as per company policy. If you wish to resign or leave the Company, you should give one months' clear notice to the Company or pay one months' salary in lieu of notice period, purely on operational considerations and management discretion.

12. Upon the termination of your services, you will hand over your charge to such person nominated for this purpose by the Company and shall deliver all such articles, effects papers and property of the Company as may be in your possession including without prejudice to the generality for the foregoing statement of accounts, books of accounts, diaries, notes, note-books and all other correspondence either addressed to you or by the Company or received by you for and on behalf of the Company.

13. Without prejudice to any other rights or remedies that the Company may have against you, the Company shall be entitled to deduct from any sums payable to you, the amount of any loss or damage the Company may have sustained in consequence of your actions.

14. You will keep the Company informed about any change in the residential address given by you and all the correspondence will be entered into on the last known address as per the record of the Company.

15. If any of the information furnished by you at the time of appointment, on the basis of which the contract of employment is entered into with you, is found subsequently incorrect or false, or if you are found to have willingly and/or deliberately suppressed any material information, you will be liable to be removed from the service of the Company without any notice or compensation.

16. You will retire from the services of the Company upon completion of 58 years of your age.

17. The breakup of your Gross Compensation is as per the Annexure attached hereto.

18. In the event of you resigning from the services of the company before a period of one year from the date of your joining, any payments made by the company towards relocation benefits, any bonuses or any other allowances, to the notice period buy-backs or any other such benefits that were to facilitate smooth integration, shall have to be repaid to the company.

19. You are requested to furnish the following documents at the time of joining:

- a. Copy of the relieving cum experience letter from the previous employer.
- b. Copy of the latest salary certificate.
- c. Copy of the last education certificate
- d. Copy of the date of birth certificate.
- e. 5 passport size photographs with white background
- f. Passport Copy / Ration Card copy for proof of address.
- g. Copy of the blood group certificate.

This offer shall be subject to positive reference verification.

Please confirm your acceptance of the terms and conditions mentioned in this letter by signing the duplicate copy of this letter and returning it to us immediately.

We welcome you to SiTEL India and wish you a rewarding career with us.

Yours sincerely,
For SiTEL India Limited



Kalpak Huddar
India Leader-Human Resources

I accept the offer and the terms and conditions contained herein

Signature, Name & Date

30th May, 2014

Santanu Das

Annexure

| Components | Amount (INR PM) | Amount (INR PA) |
|--|--------------------|--------------------|
| Basic | 15,100 | 181,200 |
| HRA | 7,550 | 90,600 |
| Conveyance | 800 | 9,600 |
| Medical Reimbursement | 1,250 | 15,000 |
| Leave Travel Allowance | 1,000 | 12,000 |
| Special Allowance | 8,717 | 104,604 |
| Total Guaranteed Pay (TGP) | 34,417 | 413,004 |
| Performance Incentive | 4,130 | 49,560 |
| Provident Fund - Employer Contribution | 1,812 | 21,744 |
| Insurance | 620 | 7,440 |
| Gratuity | 726 | 8,712 |
| Total Compensation | 41,705 | 500,460 |

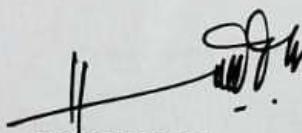
Additional Benefits:

- Medical Insurance for employee and dependents and Personal Accident Insurance for employee as per the current insurance policies.
- Gratuity payable as per Payment of Gratuity Act 1972.

Guidelines:

- Performance Incentive* would vary depending on the performance against KPIs. The amount indicated here is the maximum earning potential.
- * HRA, Medical Allowance & LTA are tax-exempt, as per Income Tax rules, subject to submission of bills.

The employment terms contained in this document are subject to company policy as applicable from time to time.


Kalpak Huddar
India Leader – Human Resources

Received and accepted.

Signature and Date