

SEPARATION AGREEMENT AND RELEASE LETTER

CONFIDENTIAL

Date: January 17, 2014

Mr. Anil Kumar
D-115,
Street no. 13,
West vinod nagar,
New Delhi-92

Re: Separation Agreement and General Release

Dear Anil,

This letter proposes the following Separation Agreement and General Release ("Agreement") between you and Halosys Technologies Pvt. Ltd. ("Company") regarding the terms of your separation from Halosys Technologies Pvt. Ltd.

I. Background

You joined as Senior UI Designer, in Halosys Technologies Pvt. Ltd. On February 01, 2013.

Your last working day was calculated to be on January 17, 2014.

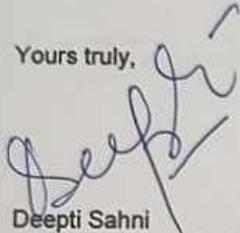
II. Terms of Agreement

In order to effect the termination of your relationship and to provide you with benefits that you would not otherwise be entitled to, you and the Company agree as follows:

1. This Agreement shall not be in any way construed as an admission by the Company that it has acted wrongfully with respect to you or any other person, or that you have any rights whatsoever against the Company.
2. On behalf of yourself and anyone claiming through you, irrevocably and unconditionally to release, acquit, and forever discharge the Company and/or its parent corporation, subsidiaries, divisions, predecessors, successors, and assigns, as well as each's past and present officers, directors, employees, shareholders, trustees, joint ventures, partners, and anyone claiming through them (hereinafter "Releases" collectively), in each's individual and/or corporate capacities, from any and all claims, liabilities, promises, actions, damages, and the like, known or unknown, which you ever had against any of the Releases arising out of or relating to your engagement with the Company and/or the termination of your relationship with the Company. Said claims include, but are not limited to: (1) employment discrimination (including claims of sex discrimination and/or sexual harassment) and retaliation under Title VII, age discrimination under the Age Discrimination in Employment Act, and/or any other relevant federal or state statutes or municipal ordinances; (2) disputed money transactions; (3) wrongful discharge and/or breach of any alleged contract; and (4) claims based on any tort, such as invasion of privacy, defamation, fraud, and infliction of emotional distress.

3. This agreement shall be binding on the parties and upon their heirs, administrators, representatives, executors, successors, and assigns and shall inure to their benefit and to that of their heirs, administrators, representatives, executors, successors, and assigns.
4. You will continue to comply with the terms of the Proprietary and Confidentiality Agreement between you and the Company. In particular, you shall not disclose any confidential or proprietary information (specifically including pricing, margins, key customer contacts, and their profiles not generally known to the public) which you acquired with your relationship with the Company to any other person or entity, or use such information in any manner that is detrimental to the interest of the Company.
5. You agree that you will not make any comments relating to the Company or its employees which are critical, derogatory, or which may tend to injure the business of the Company.
6. This agreement sets forth the entire agreement between you and the Company and supersedes any and all prior oral or written agreements or understandings between you and the Company concerning the subject matter of this Agreement. This Agreement may not be altered, amended, or modified, except by a further written document signed by you and the Company.

Yours truly,



Deepti Sahni
AVP - Corporate Relations

Accepted and agreed to on: Anil Kumar

Signature:

Name: Anil Kumar