

May 8, 2010

To:

Name
Address

Dear Name,

On behalf of VXL IT Inc. ("Company"), we are pleased to offer you a position as Business Analyst. Your starting salary will be \$56,000 per year plus the following terms and conditions we agreed upon.

1. **Duties:** You shall use your best energies and abilities to learn the Software tools you are being trained on. You also shall comply with all rules, regulations and procedures of the Company. Your performance will be reviewed at the end of your first one month of training, and thereafter every other month. During your training and for the duration of your employment, you shall not directly or indirectly seize any business opportunities of Company, compete with the Company, circumvent any business opportunities or relationships of the Company or otherwise engage in any conduct adverse to the best interest of the Company. You shall comply with all of the Company's policies and procedures. Also, you shall not to divulge, retain, disclose or use (except solely in connection with the performance of services for or on behalf of the Company) any confidential or proprietary information of the Company, including but not limited to any training material or methodology, nor divulge, retain, disclose or use (except solely in connection with the performance of services for or on behalf of the customer of the Company) any confidential or proprietary information of such customer.

Company Duties: During the term of your employment, the Company will provide you with training in BPM tools. Company will provide all training material. Company will make available Guest Houses to stay at during the training and up to 90 days after completion of the training. No charge for training and housing will be assessed, except as set forth in this letter agreement.

2. **Compensation and Benefits:** You shall be compensated at the rate of \$56,000 per year. Compensation will begin upon your successful completion of training for the BPM tools and being placed in your first project. Compensation will be subject to all applicable taxes and withholdings, and you will be paid on the 1st and 16th of each month and every month thereafter. Health coverage at group rates will be provided for the employee and you will be obligated for the cost of the coverage for your family.

3. **Term of Training & Employment:** By accepting this offer of employment and training you agree that you will work on the assigned project(s) for a minimum period of twelve months from the date your salary commences, or until termination of your employment

by the Company, whichever is earlier. If at anytime from the date your training begins until the end of this twelve month period (a) you work at any other job opportunity, except as supplied by or approved in writing by the Company, (b) your employment Company is terminated because you violate the terms of your agreement or any other for cause reason, or (c) you voluntarily terminate your employment with the Company, then you will be liable to pay the Company the following amounts: (i) \$5,000.00 as and for the cost of training received by you from the Company, and the sum of \$1,000.00 per month for each month the Company has provided housing to you under Section 1.

4. Relocation and Termination: You are employed by the Company on an at-will basis. You promptly will comply with the Company's instructions concerning relocation and travel to or from a customer site. Reasonable and documented relocation and travel expenses, pre-approved in writing by the Recruiting Manager will be reimbursed by the Company. The Company agrees to provide you with two weeks advance notice of termination (except no advance notice is required if the termination of your employment is for violation of the terms of your employment agreement or other reason for cause). You agree to provide the Company with twelve weeks advance notice of any voluntary termination of employment. You acknowledge that at least twelve weeks' advance notice by you is reasonable and necessary under such circumstances due to substantial effort, time and expense the Company will be required to incur in employing and relocating you and replacing your services.

5 Confidentiality: As part of your employment, you will acquire, have access to and develop on behalf of the Company confidential and proprietary information concerning the Company and its customers and dealings and method of dealings with its customers and employees and you also will develop relationships of special trust and confidence with the Company's customers and employees (Collectively, "Confidential Matter"). You agree that such Confidential Matter is for the Company's exclusive use and benefit and that, both during your employment and at all times thereafter, you will not directly or indirectly use or disclose any Confidential Matter except for the sole benefit, and with the prior written consent, of the Company. Upon the conclusion of your employment, you will promptly return all documents and information (included computer generated or stored matters) concerning the Company, its customers and employees.

6 Non-Competition and Non-Solicitation: During the period of employment and continuing for a period of two (2) years following the termination of your employment for whatever reason (which time period shall be extended by the length of time during which you are in violation of this paragraph), you shall not directly or indirectly (a) solicit the business of (or otherwise deal in a manner adverse to the Company with) or provide any software engineering, consulting, or programming services to any customer of the Company (regardless whether or not you personally dealt with that customer during your employment) or to any customer (or end-user of any customer) of the Company for which or for whose benefit you provided services during your employment, nor (b) directly or indirectly solicit the services of (or otherwise deal in a manner adverse to the



VXL IT Inc.

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Company with) any employee or contractor of the Company or induce such employee or contractor to terminate his or her employment. You agree that these restrictions are reasonable to protect the business of the Company. You further agree that the Company shall be entitled to injunctive relief, in addition to any damages the Company may suffer for any violation by you of paragraphs 5 or 6 of this Agreement. The terms of paragraphs 5 and 6 shall survive the termination of this Agreement and your employment.

7 Proprietary Property: You agree that all ideas, inventions, enhancements or other creations conceived or made during the course of your employment are the sole property of the Company, whether or not such information relates to the Company or its business. You agree to promptly disclose to the Company any such idea, invention, enhancement or other creation.

8. Severability: If any provisions of this agreement shall, for any reason, be declared to be unenforceable or illegal, that provision shall be treated as struck from this agreement and the remainder shall continue in full force and effect. Any court of competent jurisdiction shall have the authority to reconstruct any provision to the extent necessary to make such provision valid.

9 General: This Agreement represents the entire agreement of the parties and it supersedes all prior statements, discussions and understandings and may be amended only by a writing signed by both parties. Both parties agree that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

This offer is contingent upon your signing our Employment Contract. The terms of this letter shall be incorporated into and become a part of the Employment Contract. We recognize this is an important decision for you in your future planning. We all sincerely believe that the position is an excellent opportunity, and we are confident that this position will provide you with the challenges and opportunities you seek.

Please indicate your acceptance of this employment offer by signing your name in the space below and return it to us at your earliest convenience.

Signature: _____ Signature: _____
Name: _____ Name: Vijay Madala

Social Security Number: _____ Title: President

Date _____ Date: _____

VXL IT Inc. requires the following documents to be provided at the time of acceptance of the offer letter.

- A) Copy of Social Security Card
- A) Copy of Driver's License
- B) Copy of Passport (Except blank pages)
- C) Proof of Graduation Certificate
- D) Copy of OPT card OR
- E) Proof of application for OPT.