

Offer of Appointment

Date: 20/01/2020

Dear Mr. Sudarshan Murugesan,

Congratulations!

Warm Welcome to Lincoln Tech Pvt. Ltd.!!

As discussed, we are glad to offer you the appointment as a **Software Intern** in our organization, subject to the following terms and conditions.

1. Your date of appointment will be effective from the **27th of January 2020** failing which this letter automatically stands canceled. The joining date may prepone or postpone depending on the company's timeline. Your job scope will be determined by the Company or its Client on the appointment in which you are engaged.
You will be on probation for 3 months from the date of your joining. Your performance will be reviewed thereafter. The probation period may be further extended, at the discretion of the Company. After the successful completion of the probationary period, your appointment will be confirmed, subject to your satisfactory performance.
2. **Place of Work: Visakhapatnam**
3. **Work hours:** The Employee should work on all working days, from *Monday – Friday (10:00 am to 7:00 pm)*. Management has the right to change the working hours in the interest of the organization and the Employee should bind for the same.
4. You may be required to be transferred, at the sole discretion of the Company, at any time to any other location in India/abroad, department/section, establishment, or branch of the Company or subsidiary/associate/affiliate of the Company. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, etc.

SALARY & BENEFITS

1. You are offered an annual gross salary of **INR 1.2 LPA** (*Indian Rupees ONE LAC EIGHTY THOUSAND RUPEES only*) per annum.
2. Income tax and other statutory deduction are borne by you.
3. Your salary will be reviewed periodically as per company policy.
4. The changes in your compensation are discretionary and will be subject to your satisfactory performance.
5. Upon requirement, you may need to travel to the Client location. In such a case, the company will bear the visa, free accommodation, and local travel expenses.

Salary: Your salary will be paid monthly through bank transfer on the last day of the month, for which you might be required to open a Bank A/c with any of the Companies specified Bank/s. Disbursement of Salary is subject to your regular attendance, submission and updating of Permanent Account Number (PAN) details in the company's records.



LEAVES

You are entitled to 12 days' annual leaves including medical in each calendar year, which starts from 1st January to 31st December.

If your employment commences or terminates halfway through the calendar year, your annual leave entitlement during that year will be assessed on a pro-rata basis and deductions from the final salary due to your termination of employment will be made in respect of leave taken in excess of entitlement.

Annual leave approval is based on the Companies discretion upon the convenience of the Company or its Client with sufficient notice of intention to be submitted one (1) week before for approval process. All leaves are subject for approval by your immediate Supervisor /Manager.

Medical leave should be supported by a Medical Certificate from any empanel clinic/hospital on where you are insured by the Company in India.

PERFORMANCE REVIEWS

Employee performance will be evaluated and reviewed every 3 months. If the employee performance is not satisfactory, then Lincoln Tech Pvt. Ltd. will have the right to terminate their employment at any time with 1-month notice.

A performance appraisal exercise and salary review will be carried out yearly on a common Annual date that is decided by the Company.

GENERAL CONDUCT

During your employment, you will naturally wish your conduct to be such as not to discredit you or the Company and you will be expected to perform the duties assigned to you in a loyal efficient, trustworthy and honest fashion. You will also be expected to conduct your private affairs in a manner benefitting your status within the company.

REPORTING

At present, your immediate reporting authority is the Technical Lead of Lincoln Tech Pvt. Ltd. You may be required to report to another person when the Company represents if any.

BUSINESS REVIEWS & MEETINGS

- a) You are expected to participate in weekly reviews, with all available full information and discuss the progress and action plan for the nextweek.
- b) Daily, Weekly and Monthly reports should be submitted in the prescribed formats.

JOB SCOPE

You shall carry out your job responsibilities with due diligence and to the best of your skills and knowledge. In your assignment, you are responsible for the duty of a **Software Intern** which will be arranged by your immediate superior, from time to time, in order to achieve the best performance possible.



DUTIES & RESPONSIBILITIES

1. You shall perform the duties assigned to you in a loyal efficient, trustworthy and honest conduct. You are also expected to conduct your personal matters in a manner benefiting your status within the company.
2. You shall effectively perform to ensure the results and you will be expected to work extra hours to achieve this whenever the job so requires.
3. You should undertake any activities/seminars that are being organized by the company/client and work as a team with your best endeavor performance.
4. You shall not engage yourself directly or indirectly in any other profitable business connected with the dealings or activities of the company in any way.
5. You shall not engage yourself in any other employment/business (either full-time or part-time), directly or indirectly as long as you are employed with Lincoln Tech Pvt. Ltd.
6. During the course of your employment with the Company, you will have access to confidential/ proprietary information of the organization, its clients, its business transactions, and associated companies. Therefore, you shall not disclose such confidential/proprietary information to any third party and /or to any unauthorized person during the course of your employment and for a duration of one (1) year after you have ceased in the employment of this organization.
7. All notes and memoranda pertaining to the Company trade secrets and confidential/ proprietary information made or acquired by you during the course of your employment shall at all times remain the property of the Company. You are required to deal with the company's money and documents with utmost honesty and professional ethics. Upon termination of your employment, you shall return all notes/memoranda and any copies thereof to the organization that you obtained during the course of your employment.
8. You shall strictly maintain the secrecy of and not to divulge, communicate in any manner, any information regarding your remuneration/terms of employment to any other employee of the company except your immediate superior. Any such disclosure is a serious case of indiscipline and would render you liable for termination with immediate effect, notwithstanding other terms and conditions mentioned in your appointment letter.
9. If you are found guilty at any point of time of moral turpitude or of dishonesty in dealing with the company's money or material or documents or of theft of misappropriation regardless of the value involved, your services would be terminated with immediate effect, notwithstanding other terms and conditions mentioned in your offer letter.

You shall assign the Company absolutely all vested, contingent or future or copyright and all rights in the work that you have performed during the period of your employment. Any invention/discovery of new/advanced methods of improving processes/systems in relation to the operations in the company or its affiliates or clients, then such developments/ discoveries/ inventions shall remain the sole right/property of the company.

TERMINATION

Upon confirmation, either party has the right to terminate the employment agreement by giving written notice as described.

- a) The Employer can terminate the employment agreement by giving one (1) month notice in writing.
- b) The Employee can terminate employment agreement by giving three (3) months' notice in writing.



It is your responsibility to work to the satisfaction of the Company. If the Company is dissatisfied with your working performance, discipline or any other unprofessional circumstances arise, your employment can be terminated with immediate effect. The Company may not provide any compensation to you in the event where the termination is justified as per the above-mentioned grounds.

VERIFICATION

The Company shall verify the facts stated by you in your resume submitted during the interview process. If any of the facts stated therein are found to be false, your services will be terminated immediately without any notice or any compensation in lieu of the notice period.

NON-COMPETITION & NON-SOLICITATION

For a period of one (1) year following the employment termination for whatsoever reasons, you shall not directly or indirectly solicit business from the Company's Clients and/or its end-users.

INTELLECTUAL PROPERTY

You shall assign the Company absolutely all vested, contingent or future or copyright and all rights in the work that you have performed during the period of your employment.

CONFIDENTIALITY

You will not either during the continuance of this employment or after termination, disclose or divulge any secrets, transactions or information in respect of the Company's business which may come within your knowledge or possession during the course of your employment, without the consent of the Company. In consideration of the opportunities, training, and access to new techniques and know-how that will be made available to you, you will be required to comply with the confidentiality policy of the company. Please ensure that you maintain all confidential information (defined by the confidential policy of the company from time to time) as secret and confidential.

You shall not use/reveal/disclose any such confidential information except as may be required under the obligation of law or as may be required by the company and in the course of your employment. This covenant shall continue throughout your employment and for a period of one(1) year from the cessation of your employment with the company (irrespective of the circumstances of, or the reasons for, the cessation).

This clause will survive the termination of this Agreement.

COMMERCIAL PURSUITS

You shall not at any time during your service with the Company, either directly or indirectly, engage in any trade, private practice, commercial undertaking or other occupation, gainfully, or otherwise, without the prior written consent of the Chief Executive Officer or General Manager of the Company.

CONFLICT OF INTEREST

For a period of one (1) year from the cessation of your employment with the company (irrespective of the circumstances of, or the reasons for, the cessation),

- a) You are restrained from working with the client/s with whom Lincoln Tech Pvt. Ltd has been in a business relationship unless otherwise there is written consent from Lincoln Tech Pvt.Ltd.



b) You shall not solicit/encourage any of the following:

- Any employee of the company to terminate their employment with the company or to accept employment with any competitor, supplier or any customer with whom you have a connection.
- Any customer or vendor of the company to move his existing business with the company to a third party or to terminate his business relationship with the company.
- Any existing employee to become associated with, or perform services of any type for any third party.

INDEMNITY/ FORCE MAJEURE

Company shall not be held responsible for any claims, cost, damages, loss or liabilities arising from the performance of your duties for the Company and/or its clients or arising from a negligent or unlawful act or omission by you.

ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by a written instrument signed by both of the parties hereto.

If at any point of time, during your contract, you are involved/found guilty of any sort of dishonesty/ negligence/ indiscipline or any other conduct considered by the Company as detrimental to the interests of the company, or of violation of one or more terms of this letter, then your services are liable to be terminated without notice. The decision of the Company Management will be final in this matter.

This agreement shall be construed and interpreted according to the laws of India. The above-mentioned terms and conditions of employment are subject to change depending on changes to legislation and the Company Policies. You are governed by the company's policies and rules regarding leaves, provided benefits, misconduct, indiscipline and/or other matters. You will keep us informed of any change in your residential address, civil or marital status and other such matters.

The parties here to agree that in the event any article or part thereof this agreement is held to be unenforceable or invalid the said articles or part shall be struck and all remaining provision shall remain in full force and effect.

We at Lincoln Tech Pvt. Ltd. Believe in YOU and on YOUR capabilities to add value to our company. We are sure that not only you will contribute in your field of expertise but also help build this organization into a Global Player.

Please sign the duplicate copy of the letter of appointment and return the same within 3 days from the received date of the offer stands withdrawn thereafter unless the date is extended and communicated to you in writing.

We look forward to working with you and will do all we can to ensure that our association is smooth and that our relationship is mutually beneficial.

Sincerely,
Lincoln Tech Pvt. Ltd.



Gayatri Swetha Seerapu
HR - Team



DECLARATION

I have read, clearly understood and hereby confirm my acceptance for all the above terms and conditions of employment.

I shall do my best to promote the company's interest in line with the best international business practices, ethics, honesty, and integrity.

I also give my commitment that I will do everything to complete the projects/activities within the scheduled time frame. I further undertake that I will be constantly upgrading my skills and knowledge required to complete such projects/activities assigned to me.

I shall be reporting for work on the 27th of January 2020.

I hereby accept employment on the terms set forth in this letter & agreed to work for One year effective from 27th Jan 2020 to 26th Jan 2021.

Name: Mr. Sudarshan Murugesan

Signature:

Date:

