avensys
consulting

MEMORANDUM OF TERMS OF EMPLOYMENT

This agreement is entered into by **Mr. Raja Sekhar Dirisam** hence forth called as **(employee)** holding **Passport No. R2800086** and **AVENSYS CONSULTING PTE LTD** (henceforth called '**Avensys**' or '**Employer**') with registered office at 33 Ubi Ave 3 #08-04 Vertex Singapore 408868

Avensys Consulting is pleased to engage **Mr. Raja Sekhar Dirisam** services for a project assignment at Avensys' Client **NCS, Singapore** (henceforth called as '**Client**') as **Senior Software Developer** with effect from **03 January 2018** subject to the following terms and conditions:

RECITALS
Employee warrants that he is free from any legal obligations such as an employment agreement or performance contract that would conflict with Employee entering into this agreement. Should it later be necessary for Avensys from any lawsuit or legal action, which arises from such a conflict.

1   **RENUMERATIONS & BENEFITS**

    a) Salary
In consideration of his service, the Employee shall receive during the term hereof a gross salary of **SGD 7000 per month (Singapore Dollars Seven Thousand Only)** that would be exclusive of the employer contribution of CPF(if applicable) and such amount payable in such manner as is consistent with the company's payroll practices.

Salary shall be payable monthly on the 7th day of each month by direct transfer to the Employee's bank account.

    b) Other Benefits

      (i) The official office work days shall be Monday to Friday and official working hours shall be from 9am to 6pm. In case if the employee is requested to work on any particular Weekends &/or Public holidays, then the employee shall be compensated in the form of Time off &/or additional leaves subject to the approval of the Project Manager at the client site &/or Avensys Management.

    c) Leave

During the period of employment, the Employee shall be entitled to:

      (I) Annual Leave:
Employee shall be entitled to **twelve (12)** working days of leave on prorated basis on the contract duration subject to the prior written approval from Avensys Management. Annual leave should be applied for approval at least

one (1) month in advance unless it is an emergency leave. Initial three (3) months' of joining no annual leaves can be taken.

(ii) Medical Leave:

The Employee is entitled to take sick leave up to **Fourteen (14)** days on prorated basis on the contract duration. Sick leave shall be availed upon furnishing a "sick leave certificate" from a medical practitioner in Singapore. Consumption of sick leave beyond 14 days on prorate basis shall be treated as loss of pay. However, it is at the employer's absolute discretion to grant any additional leave period.

c) Medical Insurance:

The employee shall be covered under company medical insurance. They shall be entitled to out-patient treatment for unlimited visit under the listed panel doctors where the Employee will need to pay only S$5.00 per visit. The Employee shall be covered by the Company's prevailing group hospitalization insurance policy. A copy of the benefits of the insurance policies shall be provided during the 1st day of employment, upon request.

d) Income Tax:

Employee shall be responsible for his own income tax liabilities.

2 COMMENCEMENT OF ASSIGNMENT

The assignment will commence on **03 January 2018** at the Clients office and will continue until **02 January 2019** with an option to extend on mutual agreement, unless terminated sooner by : (a) pursuant to the terms of sections 9, 10 and 11 hereof (b) Inability or refusal by Employee to perform in a professional and diligent manner all tasks and duties assigned by the Client during the term hereof.

On accepting this agreement dated **23 November 2017** the employee agrees that he shall report to work on **03 January 2018** at Avensys Project site. If the Employee wishes to terminate this agreement before the join date i.e **03 January 2018** he is required to pay an amount equivalent to **one (1) month salary** amount as stated in this agreement but this penalty is not applicable when joining date is delayed.

3 SCOPE OF DUTIES

Employee will be responsible for performing services for Avensys or its Client as assigned by the company's authorized officers. Employee will be required to comply with all the rules, regulations and procedures of the company as well as its Client. Employee will provide reports concerning her work activities from time to time as required. Employee shall devote full time to the work, honorary or remuneratory, except with the prior written permission of the management.

Employee acknowledges that he will be responsible for performing to high professional standards throughout the term of the project in order to maintain and enhance the business reputation of Avensys and to meet Client requirement.

4 RIGHTS TO OWNERSHIP SOFTWARE AND DOCUMENTATION

Employee agrees that all information materials and software programs related to the employment shall be the exclusive property of the client.

5 CONFIDENTIALITY

Employee acknowledges that all materials and information related to Avensys and Client that has or will come into her possession in connection with this agreement shall be regarded as confidential and not disclosed to any third party. This includes all information, method of dealings and relationship of trust concerning Avensys and with its employees and clients.

Confidential information pertaining to the activities of Avensys cannot be disclosed for personal gain or otherwise without prior approval. This applies even after cessation of employment with Avensys. Employee's terms of employment with Avensys including her salary and other benefits cannot be disclosed to the Client or any other Avensys employee. Upon conclusion of employment Employee must return all documents and information concerning Avensys or its clients or employees.

6 AVENSYS &/or its CLIENT STANDARDS

Consultant will be responsible for conforming to all standards rules and regulations specified by Avensys or its Clients while engaged in a particular assignment. In the event that Consultant commits a serious breach of any standards, rules and regulations of Avensys or its Client; Avensys may upon written notice to Consultant terminate this agreement forthwith and be under no further liability whatsoever.

7 NON – COMPETITION & NON – SOLICITATION:

During the terms of this agreement, and one (1) month on completion of the employment employee agrees to avoid any action, which would cause Avensys Client to hire his services other than through Avensys.

For a period of one (1) month following the termination of agreement for whatsoever reason (which time period shall be extended by the length of time of violation of this paragraph), Employee shall not directly or indirectly solicit the business in any way of any client of Avensys, nor solicit the services of any employee of Avensys nor induce termination of their employment.

8 JURISDICTION

All clauses are intended to be enforced in accordance with their terms to render them valid and enforceable to the fullest extent permissible by applicable law. The agreement shall be governed by construed and enforced in accordance with Singapore Laws & regulations.

9 TERMINATION

Notwithstanding any provision herein to the contrary Avensys has right to terminate this agreement immediately by written / email notice in the event any of the following occurs:

(a) Employee fails to comply with any of the terms and conditions of this Agreement.
(b) Employee is in breach of any security at Avensys or its Client site.
(c) If Avensys is dissatisfied with Employee's performance, attitude, and/or non-professional behavior at Avensys or its client office
(d) If Avensys Project Manager or its clients submit in writing that the employee is a bad influence to the team &/or project and may jeopardize the team performance / project deliverables

(e) If the client terminates the project for any reason.

10 NOTICE PERIOD

Employee has to complete the 1 year contract as per the agreement. If he terminates the contract before the contract period, **he is liable to pay one month salary and serve one month notice to the employer.**

For all other cases, if Employee wishes to terminate this Agreement, he is required to give One (1) month's notice or pay an amount equivalent to One (1) month. The payment of an amount equivalent to One (1) month's salary shall be acceptable only subject to approval of Avensys Management. Employee authorizes Avensys to deduct and withhold such repayment in full from any compensation or other amounts otherwise owed or payable to Employee. Employee is not entitled to take any annual or medical leave during the notice period. All available leaves are to be utilized before the notice period. If any kind of leave is taken during the notice period then the notice period last date shall increase by the equivalent number of days of leave taken during the notice period.

If Avensys wishes to terminate this agreement for any other reasons that are not covered in clause 9, Avensys shall give one (1) month or pay an amount equivalent to one (1) month salary.
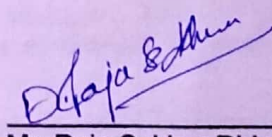
11 BREACH OF AGREEMENT

Avensys has the right to terminate this agreement immediately by written / email notice in the event of breach of security in the client site &/or breach of any terms & conditions in this agreement. In addition to the termination of employment, the employee shall be liable for a Penalty of an amount equivalent to one (1) month of salary &/or legal actions.

12 ENTIRE AGREEMENT

This Agreement supersedes all prior agreements signed/verbally agreed by both parties. Employee agrees to the terms and conditions set above and accept the same with the express intent to be legally bound.

Signature : _____   Signature : _____
Name   : Ms. Shivangi Gupta   Name :   Mr. Raja Sekhar Dirisam
Title   : HR Manager   Passport No : R2800086
Date   : 23 November 2017   Date   : 24 November 2017 .