



• **Date: 23/10/2017**

Dear Vangada Rakesh Kumar(Passport # Z3823902)

We are pleased to offer you a position of **Senior Software Engineer** with Infogain Solutions Pte Ltd (the "Company") for a period of 18 months (Unless pre-maturely terminated by the Client), Your start date would be **4th Dec** (Subject to EP approval). Any change in the date of joining will have to be informed and mutually agreed by you and the company before the mention date of joining. The terms and conditions of your employment with the company are as follows, effective the date of your reporting to Infogain Singapore.

1: Duties:

You will be responsible for performing services for Infogain's Client / Customer. You are required to comply with all rules, regulations and procedure of the company. You are required to provide reports concerning to your work from time to time as requested during your employment you shall not directly or indirectly not expropriate any corporate opportunities or otherwise engage in any conduct adverse to the best interest of the company. You will not refuse to work on assignment/projects in the region. Your working hours shall be Monday to Friday 8:30 to 6:00 PM. However if you are stationed at Client / Customer's location, you will follow their normal working hours

2: Compensation & Benefits:

- You shall be on a Basic Salary of **S\$6000 per month (Singapore Dollar Six Thousand only)**. Company shall make CPF contribution as per the rules applicable to your service.
- You will also be given outpatient and inpatient coverage.

Salary will be paid on seventh day of each month for your services during the preceding month. Please submit approved timesheet on the first working day of the following month.

3: Tax (For EP Holders)

Your 0% of month salary will be withheld towards taxes (IR21) for the first 1 year. If you wish to leave the country, you must inform of your decision at least 1 month in advance so that IRAS (www.iras.gov.sg) can be informed accordingly.

4: Notice:

Your employment is strictly bound by the terms and conditions mentioned in Contract. The Notice Period for resignation from your side is one month or salary in lieu of the notice period. If Infogain decides to terminate your services, you will be given notice period of one month. If You fail to join Infogain after signing Letter of Offer with us, you will have to pay us One month of your basic salary

5: Leaves:

You will be entitled for 12 days Annual leave and also entitled for 14 Medical leave (Subject to Medical Certificate) in a year.

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6: Termination:

- In case of misconduct; more than three days of absence from work without written approval; or violation of any laws of Singapore which may prejudice your engagement or Infogain's /customer's business, your services may be terminated without notice and the Employment Pass cancelled at the discretion of the Management. In such an event, notice period salary shall not be payable.
- If any of it is found to be incorrect or if you fail to perform in the manner expected of your background and experience during project interview or on the job, the company may decide to terminate your services and cancel the Employment Pass (applicable for Foreign Employees). In such an event, notice period salary shall not be payable or agree to retain your services at such reduced compensation as deemed fit.
- Your services shall not be prematurely cancelled at your request during customer's contract period as it could disrupt the progress of the project and bring about customer dissatisfaction causing great damage to the Company. If you insist upon cancellation for any reason whatsoever, you shall be required to pay one month's salary to the Company as compensation to make up for Visa, Relocation, Replacement cost etc. This is apart from the Notice period or compensation in lieu. Further, if the Customer imposes any penalties owing to such pre-mature termination, the same shall be borne by you. This clause is not applicable if you are leaving the country (SG).

7 Falsification & misrepresentation of credentials:

Before becoming employed, all applicants must be able to produce documents of identity and eligibility to work at Infogain. All appointment and subsequent employment are contingent on the applicant being able to produce such proof.

Any falsification and willful omission made in written application for employment or in connection with background investigation that would, if disclosed or discovered, alter the integrity of the applicant/employee or the basis of employment will be sufficient ground for rejection of the application of employment or if discovered after the employment, the employee will be subjected to disciplinary action, including immediate dismissal. In the event company incur any penalty from the customer in this regard, the employee will be liable to bear the financial losses.

8: Intellectual property:

You agree that all inventions, improvement and developments and all work of authorship, which you will create or make as part of your duties within the company

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,whether solely or jointly with others shall be sole and exclusive property to the company and or/customers or their respective successors .You shall agree that you shall promptly and fully disclose all such intellectual property and shall execute and acknowledge and deliver ,upon request of the owner and without further compensation, either during or subsequent to your employment .

9: Confidentiality:

During your course of your employment you will acquire and develop confidential and proprietary information concerning the company and its dealing and methods of dealings with its customer and employees, and you also develop relationship of special trust and confidence with companies employees and customers .You agree that such confidential matter is for companies exclusive benefit and that, both, during your employment and all times thereafter ,you will not directly or indirectly use or disclose any conclusion of your employment ,you will promptly return ,to the company ,all documents and information concerning the company and its employees.

10: Non –competition and Non-solicitation:

For the period of Eighteen months (18 months) following the termination of your employment for whatever reason, you shall not directly or indirectly solicit the business or provide any software engineering, consulting or programming services to any customer or prospective customers of In Infogain.you have personally dealt with during your employment. You further agree that company shall be entitled to injunctive relief as well as damages any violation by you.

11: Governing laws:

Paragraph 8,9 and 10 are intended to be enforced in accordance with there terms ,but that such terms shall be deemed modified as necessary so as to render them valid and enforceable to the fullest extend permissible by applicable law.

This agreement shall be governed by and construed and enforced in accordance with laws of Singapore.

It is necessary for you to maintain a high level of Work Standard at all times.

We are a people's oriented company and we hope that your association with the company will lead to mutual growth and long-term fulfilment

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For Infogain Solutions Pte Ltd

Received and accepted



Signature

Deepak Malhotra

V. Rakesh Kumar.
Signature

Vangada Rakesh Kumar

