

PERSONAL AND CONFIDENTIAL

Ref : SSPL/HR/OFFER/ 798
Date : 30 July 2014

Name : **Mr. MUTHU SUBRAMANIAN**
H/P : 93716194
E-mail : muthusubramanian.m@gmail.com

OFFER OF EMPLOYMENT AS MS DYNAMICS NAV CONSULTANT

Dear Muthu Subramanian,

Further to your interviews with our client and subsequent discussions we had with you, we are pleased to offer you an appointment as **MS DYNAMICS NAV CONSULTANT** with Softenger Singapore Pte. Ltd. (herein after referred as 'Softenger') and welcome you as part of Softenger team. In case of expatriates, this appointment will be subject to approval of the Employment Pass (EP) by Ministry Of Manpower (MOM) Singapore.

The terms and conditions of appointment are as follows:

1. **Salary:** The Softenger shall pay monthly gross salary and extend other benefits as detailed in Annexure I. The salary review will happen generally on the annual basis. Any changes in the salary will be notified to you in writing. Please note that Salary disbursement will happen on or before 7th of every month for the services rendered in pervious month. In case 7th happens to be non-working day, salary disbursement will be done on the next immediate working day. You will be required to plan for your financial commitments accordingly.
2. **Place of Posting:** You shall be posted at Singapore for executing project(s) taken up by our direct client. Your posting at present is in Singapore with our client '**WINSPIRE**'. However, if the need arises you may be required to be posted or transferred to any of the office/subsidiaries/associate offices of Softenger, to any town or city, at the sole discretion of the Management. In such case of transfer your compensation will be recomputed based on conditions specific to new place. Refusal to join at such place shall mean you are not interested to continue with Softenger as per the organizational needs and will result in consequent termination.
3. **Attendance:** As part of Softenger Policy, you hereby agree not to absent yourself without proper authorization from the services of the Softenger. If you are deployed onsite, you have to submit time sheet signed by your team leader as a record of attendance on or before 3rd of every month for the previous month. This will be an input for your salary payable for the month. If we do not receive the time sheets as approved by client; your salary for that period may be put on hold. If you are working onsite then your day to day work schedule will be as per the norms set by client.
4. **Leave:** You are entitled for Annual and Medical Leave as per client's policy. The Annual leaves will be accrued to your account only after 6 months of continuous service with the Softenger. It is encouraged that you should avail your annual leave in block patterns of at least 5 days so that it becomes easier to accommodate leave request of every one in the team. You should intimate your proposed leave at least 1 week before the commencement date of leave. Your absence from duty without such information to our office will be treated as leave without pay initiating appropriate necessary action. If you are posted onsite leave approval has to be obtained first from concerned Project Co-coordinator /TL/Manager of the client to whom you are reporting. You are required to forward such approval to Softenger Admin for updating your annual leave records based on accrued leave balance. While forwarding this leave approval you must inform Softenger admin your primary and alternate contact numbers .Your absence from duty without any information to Softenger office will be treated as without pay initiating necessary actions. In exceptional cases when you do not have sufficient accrued leave balance when you have applied for the leave, the approval of the same will be solely dependent upon the client approval.



13. **Business promotion incentive:** Softenger's main business is to provide IT Infrastructure Management related services and as growing company will always be looking for new Clients. Softenger invites you to join on this growth path by referring to prospective customers with appropriate contacts and references who may be in need of services in the operating regime of Softenger. If Softenger succeeds and starts serving the customer referred by you, an award of S\$1000 will be extended to you as Business Promotion Incentive after serving such customer for a period of one month.
14. **Other Employment:** During the period of your employment with Softenger you will not work directly or indirectly for any other person, firm, company or organization whether with or without remuneration. You will not engage yourself or be interested directly in any trade of business, either as employer or employee or partner or advisor or any other capacity.
15. **Invention And Discoveries:** While employed with Softenger you will promptly disclose to it and assign to it your interest in any invention, improvement or of discovery made or conceived by you either alone or jointly with others, to any proceedings relating to such invention, improvement or discovery and in any domestic and foreign patent or protection covering the same.
16. **Secrecy And Confidentiality:** You will not give anyone, by word of mouth, writing, facsimile, electronic devices and media or otherwise any particulars or details, which you acquire during the course of your employment of our working systems, technical know-how, security arrangements, administrative and or organization matters of our and our clients whether confidential, secret or otherwise, either during your employment with Softenger or afterwards.
17. **Non Competition and Non-Solicitation :** During the period until One (1) year following the termination of your employment for whatever reason (Which time period will be extended by the length of time during which you are in violation of this paragraph), you shall not directly or indirectly solicit the business (or otherwise deal in a manner adverse to the Softenger with) or provide any Software Engineering, Consulting or Programming Services to any Client or end-user of any client of Softenger for which or for whose benefit you have provided services during your employment, nor directly or indirectly solicit the services of (or otherwise deal in a manner adverse to the Softenger with) any employee of the Softenger or induce such employee to terminate his or her employment. You also agree that the Softenger shall be entitled to injunctive relief as well as damages for any violation by you of clause 15, 16 as above which shall survive the termination of this agreement and your employment. Clauses 15, 16 & 17 are intended to be enforced in accordance with their terms but that such terms shall be deemed modified as necessary in order to render them valid and enforceable to the fullest extent permissible by applicable law.
18. **Medical Fitness:** You are required to maintain yourself in a state of medical / physical/ mental fitness and ensure regular medical check-ups. Any neglect on your part in maintaining good health may render you medically unfit for the service. In such a case your services are liable for termination, notwithstanding any other conditions mentioned in the letter or otherwise.
19. **Governing Law:** The terms and conditions of this Appointment are governed by the laws of Singapore and you agree to submit to the non-exclusive jurisdiction of the Singapore Courts.

You agree that the terms and conditions of your employment as stipulated here-to-fore or intimated to you hereafter, are strictly confidential between you and Softenger and you are not to divulge these terms (Inclusive of but not limited to Salary, Resignation, Notice period) to any employee of the Softenger / person connected with the Softenger or to any third party whatsoever. Should you fail to comply, you agree to pay Softenger damages equivalent to Two (2) months gross salary offered vide this offer of employment.

You are advised to read this offer letter carefully. If the terms and conditions are acceptable to you then;




5. **Application for Singapore Permanent Residence Status (PR status) :** The Softenger looks forward to a long term association with you. Softenger will be pleased to assist in applying for Singapore PR after completion of one year of service under EP and on the condition that employee agree to serve the Softenger &/or any of the subsidiaries/associate/Parent company offices of Softenger, for the minimum period of One (1) year from the date of his/her PR approval. Please note that the salary offered to you is inclusive of Employer CPF component when your status changes from EP to PR. On receipt of PR approval, your salary will be recomputed keeping the CTC same and revised appointment letter will be issued to you accordingly.
6. **Minimum Service Period:** On acceptance of this offer letter, you here by agree to serve this company for minimum period of 12 months from the date of actual reporting to Softenger Singapore office or it's customer. If you wish to resign before completion of this one year for any reason what so ever, you agree to pay Softenger all the costs associated with your on boarding such as initial air travel, hotel stay and any other expenses incurred by Softenger on your on boarding or reimbursed to you if any.
7. **Breaching of Minimum Service Period Agreed as above:** Your services are deployed with our prestigious clients in Singapore for supporting mission critical business operations. If you resign from our services within period as stipulated in clause 6 above, such acts of yours is detrimental to Softenger's reputation; besides eventual business loss, such act of yours puts a blot on Softenger credentials established with the clients. Therefore, if you wish to resign before completion of minimum service period of One (1) year, for any reason what so ever, in addition to payment of all costs associated with your on boarding as above, you further agree to pay Softenger liquidated damages, an amount equivalent of Two (2) months gross salary offered vide this offer of employment. Since your deployment is with our client Winspire the decision on reliving date is purely on client's discretion.
8. **Notice Period:** If you wish to resign from the services of this company for any reason what so ever, you are required to give written notice and serve notice period for One (1) month and vice versa. Please note that the accrued leave cannot be adjusted against notice period nor it can be compensated with equivalent salary amount in lieu thereof. Any possible reduction in notice period will be at the sole discretion of Softenger Management.
9. **Dismissal For Misconduct Or Non-Performance:** Since mainly your services will be provided to clients of and designated by Softenger; Softenger can terminate your services ; if at any time during your employment, you are guilty of any Misconduct or involved in activities not allowed under state laws or breach of the terms of this agreement or commit any act of dishonesty or any act of commission or omission prejudicial to the interests of the Softenger or found incompetent to discharge your duties either by Softenger as intimated by client of Softenger or in the event of abrupt termination of Project and your services by Client for any reason what so ever. In such event Softenger reserves the right to terminate your employment forthwith without any notice or payment in lieu of notice, in addition to any compensation and/or damages that may be payable with regards to this appointment.
10. **General :** You shall not, at any time during the term of employment with the Softenger, without the Softenger's express prior consent, obtain, engage or invest yourself for reward, gratuitously or otherwise whether paid or not, in any work or business other than that of the Softenger. During the course of your employment you will employ yourself efficiently, honestly, shall devote your whole time and attention to promote the interest of Softenger and generally carry out duties and work as assigned to you and shall obey all the lawful order and direction given to you by the concerned superiors of Softenger or from Client while deputed onsite.
11. **Moral Responsibility & Honesty:** You are expected to deal with Softenger's money, material and documents with utmost honesty and professional ethics. Indiscipline, fraud, misappropriation or acting against the Softenger's interest can be reason for immediate termination of service without any notice whatsoever.
12. **Employment Referral Scheme:** Softenger encourages you to be a part of it's growth and provide it with references of qualified IT professionals as part of Softenger Team. Should the Softenger employ the services of a person referred by you, you will receive one time referral incentive of S\$500 for bringing such professional. You will receive the award only after the referenced professional joins the Softenger team and completes two months of service with Softenger.

M. Nuth



Please sign the duplicate copy as a token of your having understood and accepted this offer and the terms of appointment therein and confirm your tentative date of reporting to duty, with in closure of next working day from date of this offer.

In case if this offer letter is sent to you by an email, please convey the acceptance of the offer and terms of appointment therein by return mail by same or the next day. Following the acceptance of offer, you are also requested to convey your tentative date of reporting to duty by return email with in closure of next working days from date of this offer.

In case of expatriates, you are requested to visit Softenger office (or to any of the office / subsidiaries / associate /partner offices of Softenger) for document submission for your Employment Pass processing within 2 days from date of this offer. You will be advised further on list of document required for EP processing once you have conveyed your acceptance of the offer. If this offer is sent to you by email, the hardcopy of the offer letter will be delivered to you at the time of reporting to our Singapore office and acknowledgement will be obtained for record purpose.

In case we do not receive your acceptance and date of reporting by return email with in time period stipulated above, for all purposes and as per the client requirement your latest reporting date 1st September 2014.

Upon acceptance of this offer and terms of appointment therein, either signing in person or having conveyed your acceptance by an email; if you do not report on the scheduled date, time and venue as reported earlier, or do not adhere to the terms of this appointment there after, you will be breaching the terms of employment with the company, in which case you agree to pay Softenger a penalty equivalent to Two (2) months gross salary offered vide this offer of employment.



Madhav Kolhatkar
Managing Director
Softenger Singapore Pte. Ltd.

Acknowledgement

I, **Mr. MUTHU SUBRAMANIAN** have read and understood thoroughly the rules of service and the terms of my appointment vide this offer letter. I do hereby agree with all terms given above and shall abide by all general rules of services which are now or may hereafter be in force and accordingly I accept the terms of appointment of service with you.

Agreed to and accepted with the express intent to be legally bound



Employee's Signature

Date: 08/08/2014

Place: Singapore

Annexure I

Annexure I forms an integral part of offer letter, SSPL/HR/OFFER/798 Dated 30 July 2014 issued to **Mr. MUTHU SUBRAMANIAN** by Softenger Singapore Pte. Ltd. for an appointment as **MS DYNAMICS NAV CONSULTANT** with Softenger Singapore Pte.Ltd.

Remuneration And Other benefits

Total Monthly Gross Salary S\$ 4,500.00

- a. Monthly Gross salary indicated as above, includes, compensation for working on Public holidays, travel expenses when public transport is not available and the employer's CPF contribution as per prevailing rates set by the Government of Singapore; as and when company will have to pay based on your immigration status change from EP to PR. Your gross salary in any case will not exceed the amount stated above till the next salary revision. Any changes in salary will be intimated to you in writing.
- b. In case of personal other than Singapore Citizen or PR, Softenger will apply for your Employment Pass and you are to required to submit the documents (and Original Passport if you are based in India) along with Employment Pass application. In order to expedite your EP processing, you agree to forward scanned copies by an email and submit the hardcopies when you visit Softenger or to any of the office /subsidiaries /associate offices to submit acceptance of the offer as advised to you.
- c. Planning and payment of Income Tax will be solely your responsibility as and when required by the Income Tax Regulatory Authorities; besides all statutory obligations in future if any, will have to be borne by you. If you are other than Singapore Citizen or PR, you will be under Employment Pass (EP) or S-Pass. In order to ensure compliance of Income Tax Payments by an employee as per prevalent taxation in Singapore; an amount equivalent to approximate tax amount payable by an employee will be retained from your monthly emoluments for Income Tax payable by an employee and balance will be transferred to your account. As per the prevailing policy, we are retaining only 5% towards the income tax retention and the balance salary is deposited to your account.
- d. In addition to monthly gross salary mentioned above, Softenger will put up Group Insurance Policy in place for Medical Insurance covering Hospitalization Benefit & Outpatient benefit for yourself (Spouse & Two Children); the premium for the same will be to Softenger account and will form additional part of your CTC.

