

## Appointment Letter

30th July 2013

MUTHUSUBRAMANIAN.M

Address: \_\_\_\_\_

Mobile : \_\_\_\_\_ Email : \_\_\_\_\_

**Dear Mr. MUTHUSUBRAMANIAN.M ,**

We are pleased to offer you the position of **Techno-Functional Consultant** in "Alenu IT Business Solutions Pte Ltd" (the "Company") upon the following terms and conditions:

### 1. DATE OF COMMENCEMENT

- 1.1 Your employment will commence on 18<sup>th</sup> August 2013.
- 1.2 You will be subject to a 3 month's Probation Period from your start date. Your performance will be reviewed after your probation and the Company shall make adjustments to your salary as it sees fit.

### 2. SALARY

- 2.1 Your starting basic monthly salary will be S\$ 3,000 /- per Month with accommodation.
- 2.2 Any declaration of bonus is based on the company's profitability and shall be made at the sole and absolute discretion of the Company. In determining the amount of bonus, the Company shall consider your work performance and profitability of the company, amongst other factors.
- 2.3 Your performance may be reviewed periodically and the Company shall make adjustments to your salary as it sees fit.
- 2.4 The Company shall deduct from your salary and bonus all such sums it is authorised to deduct under the laws of Singapore, whether for your share of Central Provident Fund Contributions, withholding tax or otherwise.(not applicable for Foreigners)
- 2.5 You are entitled to transport claims for official purposes limited to \$250 per month. All claims must be supported with actual receipts and purpose of travel on official forms. Claims that are not duly filled and supported will not be reimbursed.
- 2.6 You will contractually bonded for 12 months from the date of employment. Should you leave or told to leave within 6 months, a penalty of \$3,500/- is payable immediately by the staff. Should you leave or told to leave between 7 to 12 months a penalty of \$2,500/- is payable immediately.

### 3. DUTIES

Your duties as Techno-Functional Consultant are as follows but not limited to herein:

To be able handle the full implementation cycle of the solution from customer's requirements gathering, documentation, demo, design, development, train, implement and support customers or prospects independently

To actively research and provide viable solutions within the software and external to ensure the highest level of customer satisfaction

To promote company's services and solutions to increase profitability where possible when the opportunity arises

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Your responsibilities are susceptible to evolve, according to the company development and overall objectives and strategies

Reporting to the Consulting Manager and Managing Director.

### 4. WORKING HOURS

- 4.1 The Company's working hours are Monday to Friday, from 8.30am to 6.00pm. You are entitled to one hour of lunch break every day.
- 4.2 The Company, however, counts on your diligence to discharge your duties timely and work beyond the normal hours when that is necessary

### 5. ANNUAL LEAVE

- 5.1 Besides the gazetted public holidays, you are entitled to fourteen (14) days paid annual leave upon the completion of one year's service from the date of confirmation of your employment.
- 5.2 During the probation period, you are not entitled to any leave.
- 5.3 Leave entitlement earned during one year of service must be totally utilized within three (3) months following the end of that year of service or shall be forfeited.
- 5.4 Unpaid leave shall be granted at the sole discretion of the Company. The Company reserves the right to terminate your employment without notice if you are absent from work on unpaid leave without prior approval from the Company.
- 5.5 You are entitled to compassionate leave upon the completion of the first year of service, as set forth by the Company handbook.
- 5.6 All leave applications must be made in writing and at least seven (7) days in advance and shall be approved at the absolute discretion of the Company.

### 6. SICK LEAVE

- 6.1 You must notify the Company and/or your immediate supervisor before the start of work if you are unable to work for medical reasons.
- 6.2 You are required to produce, without demand, a medical certificate in all cases where you are absent from work for medical reasons.
- 6.4 You are entitled to claim for medical fees of up to \$30.00 per visit per month covering basic GP consultation, excluding Hospitalization, Operations or Ward Fee.
- 6.5 You are entitled to fourteen (14) days of paid sick leave per calendar year, upon confirmation of your employment. Sick leave during the probation period shall be approved at the sole discretion of the Company.
- 6.6 If you are hospitalised on a doctor's written order, you may get up to ten (10) additional days of paid sick leave per calendar year.

### 7. MATERNITY AND CHILDCARE LEAVE

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- 7.1 You will be entitled to the Maternity leave as per Singapore law. Such leave is to be taken on doctor's written orders. The maternity leave will be on a fully paid basis as long as the Employee has served for at least one year before the date of first confinement.

### 8 TERMINATION AND NOTICE

- 8.1 During the probationary period, either party may terminate the contract by giving two (2) week's notice or the equivalent of two (2) week's salary in lieu of notice.
- 8.2 Upon confirmation of your employment, either party may terminate the contract by giving one (1) month's notice or one (1) month's salary in lieu of notice. Un-utilized leave entitlement may not be offset from the notice period unless expressly authorized by the Company
- 8.3 The Company need not justify any reasons for termination not limited to poor performance, disciplinary acts or otherwise
- 8.4 The Company, however, has the right to give immediate notice before terminating your services if you are guilty of misdemeanour, misconduct, negligence or breach of any of the terms of this Letter of Appointment.
- 8.5 Upon the termination of your employment you shall return to the Company all documents, records, items and materials in your possession or custody belonging to the Company or its clients and you shall not retain any copies (including electronic or soft copies) thereof.
- 8.6 During your notice period, you shall handover all documents and materials relating to your work and ensure a smooth transition of your duties and responsibilities. If you fail to complete the handover during the notice period, the Company shall be fully entitled to require and compel you to stay two (2) more weeks after the notice period has ended to complete the hand over.

### 9 CONFIDENTIALITY

- 9.1 You shall not disclose to any third party any confidential information obtained during your course of employment unless expressly authorised by the Company.
- 9.2 Confidential information for the purposes of this contract includes and is not limited to trade secrets, business plans, strategies, financial information and any other information that will affect the Company's competitive position.
- 9.3 Your obligations to maintain confidentiality and secrecy shall apply after your employment until such time that the information is no longer confidential or has been made public by the Company.
- 9.4 You shall not without prior written consent of the Company destroy, make copies, duplicate or reproduce in any form the Company's confidential information.
- 9.5 Intellectual Property - The Employee agrees with the Company that any inventions or improvements that he/she may make in the course of the employment that is connected with the employment shall be communicated to the Company and shall belong to and be the absolute property of the Company.
- 9.6 Return Of documents upon termination of this Agreement by written notice, the Employee shall deliver to the Company all plans, statistics, documents, records or papers related in any way to the business of the Company.
- 9.7 Post Employment Restrictions The Employee shall not during his employment or after the expiration of this Agreement, either alone or in association or partnership with, or as an employee, agent, director,

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manager, shareholder or consultant, conduct for his/her own account or otherwise any business or any company engaging a business similar to or competitive with the Company at any time within a Restraint Period upon leaving the Company. The restraint period will be 12 months in case of termination by the employer or employee. The Employee shall also not solicit or persuade an existing or prospective customer of the Company to cease or reduce the amount of business which the customer would normally do with the Company, and induce or attempt to induce any person who was, at the time of the expiration of this Agreement, under the employment of the Company.

### 10 GOVERNING LAW

This Letter of Appointment shall be governed by and construed in accordance with the laws of Singapore.

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### EMPLOYEE'S ACKNOWLEDGEMENT

I accept and agree to the above-stated terms and conditions.

Signature :



Name : MUTHUSUBRAMANIAN.M

Date : 30th July 2013

NRIC/Passport No : FIN

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### EMPLOYER'S ACKNOWLEDGEMENT



Signature :

Name : Francis D'Cruz ,Managing Director

Date : 30th July 2013