HR/03-18/Ver1.8

welcome to Softcrylic careers

Joining Softcrylic translates into continual opportunities to expand on what we can do together to achieve our goals. We invite you to join our team of talented problem-solvers who help our clients

achieve strong business growth by implementing flexible technology solutions.

SOFTCRYLIC/HRD/2018

August 13, 2018

**Re: Appointment Orders** 

Dear Vinoth,

Congratulations!

Further to your application for employment with Softcrylic Technology Solutions India Private Limited, we are delighted to offer you the position of **Senior Test Automation Engineer** in **Level 3.** Your employment will commence from today, **August 13, 2018**. Your Annual Cost to the Company will be **Rs.12,00,000**/- and this has been detailed in the Compensation Structure sheet.

In addition to this you, will be eligible for a one-time Joining bonus of **Rs.25,000/-** subject to joining us on or before August 13, 2018. The Joining bonus will be paid after successful completion of 3 months from date of joining.

Please review the terms and conditions of employment attached and sign the copy and return it.

We hope you will cherish the experience with Softcrylic and have a long tenure.

Sincerely,

Kirubakaran Rajasekaran

Senior Manager - Talent Acquisition

Candidate Details		
<b>Employee Name</b>	Vinoth Kumar S	
Designation	Senior Test Automation Engineer in Level 3	
Year	2018	

COMPENSATION STRUCTURE	IN INR
Basic	25,875
HRA	15,525
Executive Allowance	6,986
Conveyance Allowance	6,986
LTA	7,763
Special Allowance	24,490
Provident Fund Employer contribution	3,105
Medical Allowance	3,105
Food Coupons	2,000
Monthly Gross	95,835
Annual Cost without Project Incentive	11,50,020
Annual Project Incentive Com	ponent
Project Incentive Semi - Annual	25,000
Project Incentive Annual	25,000
Total Annual Cost to the Company	12,00,020
Note:	
* Rs.1250 per month will be deducted as employee contribution subsidized by the Company. Insurance includes Spouse, 3 Children	•
* All salary components are governed by the company policies	
* This salary sheet is strictly confidential and must not be discussed	with anyone
* All personal tax liability arising out of compensation and joining ex the employee	xpense (if any) will be borne solely by
* Reimbursement is subject to government and company policy and	

\* Reimbursement is subject to government and company policy and is liable to change. Will be processed subject to submission of original bills

## TERMS AND CONDITIONS OF EMPLOYMENT

- 1. **Duties:** You will render all responsible duties expected of a **Senior Test Automation Engineer** in **Level 3.** These Services will be provided at Softcrylic Chennai development center. During the terms of this agreement, you will devote your full abilities to the performance of your duties, and agree to comply with Softcrylic's policies and standards. Your work hours would be Indian hours that starts between 10am and 12Noon IST. Softcrylic works 9 hours including one hour lunch break Monday Friday.
- **2. Responsibilities:** Specific tasks you will be responsible for within this area include:
  - Develop the Scripts (Scenario's) for the Automation code using any language.
  - Develop hybrid automation framework design for testing using Selenium Web Driver and Java.
  - Separate the functionalities based on the Modules and committing the Scripts in the Selenium Server (Configured for Intranet).
  - Designing automation framework with Cucumber, JUnit and knowledge on versioning tools like GIT, for continuous integration like Jenkins.
  - Run and commit scripts from the server to generate the result in a report format.
  - Participate in various project and client meetings to understand and gather test requirements.
  - Conduct different types of testing including regression, stability, load, smoke, sanity, SSL, multi browser compatibility, Functional and User Acceptance Test. etc.
  - Validate and maintain defects in defect management software's.
  - Coordinate with the offshore QA lead on all QA activities.
  - Create, send and maintain various status reports and participate in project status meetings.
  - Involve and participate in company quality initiatives such as CMMi, Six Sigma etc.
  - Provide guidance and suggest best practices for the QA team and management regarding the company's overall QA efforts.
  - Train, mentor and develop new joinees.
  - Execute the Automation Scripts using Selenium Webdriver from Eclipse.
- 3. **Probation:** Your first six months of employment is considered probation period. In which you are expected to prove your competency in all the above-mentioned tasks. You will be evaluated based on your performance and dedication towards your tasks and assignment in these six months. During probation if your performance is not satisfactory the project incentive compensation if any will be void.
- **4. Medical and Accident Insurance:** You will be covered under the subsidized Group Medical Insurance for which approximately Rs. 1,250/- per month will be deducted for the family/individual cover from the salary. You are also covered under Group Accident Insurance Policy.

- 5. **Performance Review:** Your performance will be evaluated every one year based on your work behavior and interaction with the team and employees of Softcrylic. You will also be evaluated for the new ideas, innovation and professionalism you bring into the project and company. Your salary will be reviewed based on yours and company's performance. Performance review related salary increments will be void during your resignation or notice period.
- 6. **Separation:** If you decide, during your probation or subsequent to confirmation, to resign from the job you should give a minimum of 60 calendar days' notice period to the company. Your project incentive compensation will be void in case of resigning during probation. Though you are obligated to serve 60 calendar days' notice period, company has the prerogative to relieve you at any time of your notice period which is wholly at the discretion of the project team and HR. During resignation or notice period all regular employee perks, benefits, profits, Project Incentives pay will cease.

The company has the right to terminate your employment without any notice during your tenure for the following reasons:

- Violating your Employment Agreement, Confidentiality Agreement and/or Non-Disclosure Agreement
- Failure to follow the Policies, Rules and Regulations of the Company
- Non-conformance to IT Policy which are mission, client critical, infrastructure critical
- Non-Productive Results
- Sexual Misconduct and Abuse
- Improper Conduct
- Stealing Intellectual Property
- And other reasons that in the sole opinion of the Company are against the interests of the Company.
- \* If you are placed in client based highly critical project your notice period is subject to Client's approval and the offshore team. The notice period in such an event could vary between 60 to 90 days.
- 7. **Non-Compete:** You agree that during the term of the employment with SOFTCRYLIC INDIA and for a period of 2 (two) calendar years thereafter (regardless of the reason for termination of your employment with SOFTCRYLIC INDIA, you shall not directly and/or indirectly compete with the business of SOFTCRYLIC INDIA or its successors or assigns in the following manner:
  - By soliciting and/or pursuing training/employment and/or contract or any other opportunities (both full-time and part-time), either directly or indirectly, with the past and present Clients of the Company regardless of whether or not you personally dealt with that client during your employment at SOFTCRYLIC INDIA;
  - By inducing any personnel of SOFTCRYLIC INDIA to leave the Employment services to Softcrylic with a view to solicit his employment elsewhere
  - That failure to comply with any of these statutes would constitute a serious breach of Employee's contract of employment and may result in immediate legal action as well as termination of your employment for cause.

- 8. **Intellectual Property Rights:** You hereby agree that any software, hardware and/or other products developed during the performance of any officially assigned task during the term of this Agreement, shall be the sole property of SOFTCRYLIC TECHNOLOGY SOLUTIONS INDIA PRIVATE LIMITED or of its clients, and that you shall not have any rights to the said Information, Data, software, hardware and/or Products and to enter into a Confidentiality agreement in this regard with the Company.
- **9. Knowledge Transfer:** Upon resignation/termination of employment, you agree to fully and unconditionally transfer the project knowledge to the Employer or the other associates assigned by the Employer. This includes verbal and written documentation. Your relieving will be subject to successful knowledge transfer handed over to the designated person.
- **10. Offer Terms**: You agree not to undertake employment, whether full-time or part-time, as the director/Partner/Member/Employee of any other organization/entity engaged in any form of business activity without the consent of Softcrylic.

This offer of appointment is based on the information furnished by you in your resume, application for employment and during the complete recruitment process. The company has the discretion to terminate the appointment, without notice or without compensation in lieu of the notice, if in the future any information is found incorrect or any relevant information has been withheld by you and in case of impersonation.

You hereby acknowledge and agree to abide by all internal policies of the company, which you will be able to access, upon joining, on the intranet. These policies cover various human resources and administrative topics and procedure. The company reserves the rights to change these policies at any time its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the company.

This letter may not be modified or amended except by a written agreement, signed by the company and you. You have told the company that you're signing of this letter, and your commencement of employment with the company does not violate any agreement you have with your current employer; your signature confirms this representation. The information provided above is confidential.

This information shall not be disclosed to any third persons, neither companies nor himself make use of this Information for negotiating offers with other companies. You will hold in trust of the above information's, and not disclose to any party, directly or indirectly, during your Employment process with Softcrylic Technology Solutions India and thereafter, your disclosure of such confidential information's will bound to legal issues. The management reserves the right to amend/Waive any of the above clause(s), on a case-to-case basis.

- **11. Background Check:** Where background checks reveal on unacceptable past record, an employee's employment may be terminated without notice.
- **12. Harassment:** The Company believes in treating all its employees fairly and with respect. In concurrence with this philosophy, the company will take strong exception to harassment of any nature against caste, race, religion and sex. Sexual harassment includes (but not limited to) such unwelcome sexually determined behavior (whether directly or by implication) as:
  - a. Physical contact or advances.
  - b. A demand or request or use of pressure for sexual favors.
  - c. Sensually colored remarks.
  - d. Showing pornography.
  - e. Any other unwelcome physical verbal or non-verbal conduct of sexual nature
- 13. **Compliance:** You will be required to follow the Payment Card Industry Data Security Standard (PCI DSS) and any other process compliance as may be instituted at any point of time. The scope of such processes will be restricted to certain teams. If you are part of a team which comes under the scope you would be required to comply with the requirements.
- 14. **Agreements:** You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the company as applicable to your employment with us. Notwithstanding the terms and conditions of Softcrylic you may be required to sign client specific agreements based on project deployment. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement.

To indicate your acceptance of the company offer, please sign and date the letter in the bottom of this letter. This letter, along with the Confidential Information, set forth the terms & tasks of your employment and supersede any prior representations or agreements, whether written or oral. This letter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Tamil Nadu Chennai, India.

Agreed and Accepted: -----8DC2D51D2FD3465...

DocuSigned by:

(Signature)

## **Vinoth Kumar S**

807/99 - LIG, TNHB Colony, Mullai Nagar,  $2^{nd}$  Cross Street, West Tambaram Town, Chennai –  $600\,045$ 

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E-mail: vinoinfotechs@gmail.com

Date: