



TECHNOLOGY

OFFER CUM APPOINTMENT LETTER

Date: 23rd October 2018

To

Mr. AUGUSTINE ALBERT. S

No: 3/139, Savariyarpalaiyam(Vil),
Michaelpuram (Po), Sankarapuram (Tk),
Villupuram (Dt) - 605 702

Dear Augustine Albert,

It is with great pleasure that we welcome you as a new employee to **MSC TECHNOLOGY (INDIA) PVT. LTD.**. We are very pleased that you have chosen to accept our offer of employment and know that this is the beginning of a mutually beneficial association.

We encourage our personnel to take advantage of the opportunity provided and scale new heights in their roles. We hope to see you emerge as one of the valuable and successful team player in our organization.

We are pleased to confirm you being employed by our organization in the capacity of **"TESTING EXECUTIVE"** commencing with your start of employment from **12th November 2018**. Your base location will be **Chennai**.

WHEREAS the organization will provide highly "Specific Training" as per organization standards pertaining to usage of the product along with business process of the industries (Shipping/Travel/Logistics)

1. Probation & Termination of employment: You will be on probation for a period of six months. Based on your performance, your services will be confirmed in writing at the end of your probation period. The organization may extend the probation period at its sole discretion. The employee will be deemed to be on probation, till confirmation order issued. During the probation period the arrangement would be terminable by either side, by giving at 30 days' notice or by payment of salary in lieu of notice to the other side. The acceptance of notice pay is at the sole discretion of the Management.

On confirmation, this arrangement is terminable by either side at three months' notice or by payment of salary in lieu of notice to the other side. The acceptance of salary in lieu of notice is at the sole discretion of the management.

In Continuance with the above clause, no notice or resignation from the services of the Company will be effective if it is given during the period you are on leave and or on the fixed holidays. You will not be entitled to proceed on leave during the notice period. The Company may, however, at its sole discretion, allow you to proceed on leave during such notice period.

2. Working hours:

MONDAY TO FRIDAY *: 09:30 HOURS TO 18:00 HOURS.

LUNCH BREAK: 13:00 HOURS TO 13:30 HOURS.

* Working hours are subject to change based on the discretion of the management

3. You will be eligible for annual increment on completion of at least one year of service with the company, as on the date of increment announcement ie., April 01st every year. The annual increment will be based on your as well as company's performance and will be disbursed at the sole discretion of the Management.
4. You will be entitled to Casual, Sick and Earned leaves & fixed holidays as are applicable under the Company's Leave Policy.
On termination of services from either side, balance leaves will not be adjusted in lieu of notice period unless there are exceptional reasons. Adjustments for such exception will be at the sole discretion of Management.
5. You will be covered under the Company's Staff Provident Fund that may be in force and amended from time to time.
6. You will be eligible for the company sponsored and administered Employee Benefits Program comprising of pension plan or gratuity plan (as per the Gratuity Act), ESI.

Sensitivity: Internal

MSC TECHNOLOGY (INDIA) PVT. LTD.,

PLOT NO.14, 3RD MAIN ROAD, AMBATTUR INDUSTRIAL ESTATE, CHENNAI - 600 058. T : +91 44 71041700

BRANCH OFFICE : S/Y NO. 144, B B ROAD, YELAHANKA, BANGALORE - 560064. T : +91 80 46180500

www.msc-technology.com CIN NO. U72900TN2007PTC064734





7. The normal age of retirement for the staff is 58 years.
8. You need to follow the company's dress code and standard code of conduct as applicable to you.
9. Standard language for communication will be English.
10. The company shall have a right to terminate you at any time whether during the probation period or thereafter, if your services are found unsatisfactory or at any time for cause. For purposes of this Appointment Agreement "cause" shall mean the following:
 - a) Violations of company or applicable regulatory body policies, rules or regulations,
 - b) Insubordination,
 - c) Incompetence, unskillfulness
 - d) Dishonesty
 - e) Unlawful acts or any other misconduct or
 - f) Failure to qualify on the professional skill as informed to us or job-related certification reasonably required by the company.
 - g) Failure to provide Work Experience Certificate from previous Employer stating specifically designation, no. of years worked and your character based on experience.
11. In case of any damage caused to company assets by you, shall liable to make good the loss to the company.
12. Loyalty: The Employee agrees to use all of his best efforts and diligence in the performance of his duties; he furthermore agrees to loyally promote the interests, and to devote all of his time and energy to the exclusive service of MSC Technology (India) Pvt Ltd.
13. Morality
 - a) The material violation of any of the terms and conditions of this agreement or any written agreements the executive may from time to time have with the company.
 - b) Inattention to or failure to perform employee's assigned duties and responsibilities competently for any reason other than due to disability.
 - c) Engaging in activities or conduct injurious to the reputation of the company or its affiliates including, without limitation, engaging in immoral acts which become public information or repeatedly conveying to one person, or conveying to an assembled public group, negative information concerning the company or its affiliates.
 - d) Commission of an act of dishonesty, including, but not limited to, misappropriation of funds or any property of the company; the executive commits an act of fraud, misappropriation, embezzlement or other similar act of dishonesty.
 - e) Commission by the Employee of an act which constitutes a misdemeanor (involving an act of moral turpitude) or Engaging in felonious act resulting in material harm to the financial condition or business reputation of the company or any of its affiliates.
 - f) The Employee engages in illegal conduct or gross misconduct which is materially and demonstrably injurious to the commercial interests of the company.
14. Emoluments
 - a) Kindly refer Enclosure I for emoluments
 - b) You shall deposit with us a copy of the mark-sheets and certificates of your final degree examination.
 - c) Without prejudice to other remedies available to the company, you shall be liable to pay to the company all the costs, charges and expenses incurred directly or indirectly by the company during the probation period and/or in connection therewith, in the event of breach of any of the conditions contained in this letter. A certificate stating all such costs, charges and expenses issued by any of the officers of the company shall be final and conclusive proof of payment thereof and shall be binding on you. You hereby agree that all such costs, charges and expenses incurred directly or indirectly by the company and certified by any of the officers of the company as aforesaid together with an amount equivalent to the sum paid to you as salary with all allowances, etc. during the period of training and the amount specified in Enclosure - I payable by you as liquidated damages shall constitute a debt owing to the company and shall be recoverable by the company from you immediately upon you committing a breach of any of the conditions contained in this Appointment Letter.

Sensitivity: Internal

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15. Confidentiality

- a) For the term of employment and thereafter for a period of 3 years, you should keep strictly confidential all trade secrets and proprietary information of or relating to company, including (but not limited to) all non-public plans, procedures, inventions, patents, policies, books, records, lists, documents, data, copyrights, software, directories, techniques and clients. You acknowledge that the same are the exclusive property of organization, even if the same were created, developed, invented, discovered or designed by you during the term hereof.
- b) You should not directly or indirectly make or permit any oral or written communications to the public media regarding its business or clients, without the express prior approval of management.
- c) Details of your salary and other benefits should be kept confidential, if not company will take disciplinary action against you.

16. Privacy

- a) You agree that you have no individual right to privacy regarding any part of company's premises or property.
- b) You authorise the company to release basic employment and financial information to third parties inquiring for legal, business or financial purposes.
- c) You unconditionally and forever agree to the unlimited, non-exclusive use of your name, background information, photograph (s), image and / or likeness in any advertising, publicity, promotional material, all without additional consideration or approvals. This provision also survives any termination of employment.

17. Restrictive Covenant: The Company is in the business of providing various services including services in the Computer Software area. You will acknowledge that:

- a) Company's services are highly specialized;
- b) The identity and particular needs of the Company's customers are not generally known by the industry;
- c) Company has proprietary interest in its customers and relationships;
- d) Documents and other information regarding company's services, methods, pricing and costs, as well as information pertaining to company's customers, including but not limited to identity, location, service requirements and charges to the customers are highly confidential and constitute trade secrets.

You agree that:

- a) The employer is willing to spend certain funds and resources both direct and indirect, financial and unliquidated related to training upon the express condition that the Employee will not voluntarily resign, leave or otherwise terminate employment for the period of 12 months from the date of training or be involuntarily terminated for cause during the said period of 12 months and in the event of any breach, the Employer can seek injunction as well as liquidated damages from the employee.
- b) For a period of three years after this employment is terminated for any reason, regardless of whether the termination is initiated by the company or yourself, you will not directly or indirectly solicit, take up employment or transact any sort of business directly or indirectly with any person, company, firm or corporation who is or was a customer of the Company.
- c) You shall not solicit or take up employment or transact any sort of business directly or indirectly with such customers on behalf of yourself or any other person, firm, company or corporation.

18. Disputes:

- a) Jurisdiction: Any disputes between you and the organization concerning with or relating to or arising out of this contract shall be subject to the jurisdiction of and be determined by a court of competent jurisdiction in Chennai only.
- b) Arbitration: In the event of any dispute, difference or disagreement arising out of or in respect of this agreement or the commission of any breach of any of the terms here in above contained or any claim or liability of any party, the same shall be referred to an arbitrator to be appointed by the COMPANY, whose decision shall be final and binding upon the parties hereto. Such references shall be deemed to be a submission to arbitration under The Indian Arbitration & Conciliation Act, 1996 of any modification or reenactment thereof. The venue of arbitration shall be Chennai.

Sensitivity: Internal





19. In view of the business of the Company, all employees are required to possess a valid Passport and PAN Card. In case you do not have one, you are required to obtain the same at your own time and expense, and intimate this part to our Human Resources department.
20. You will be required to abide by the administrative instructions, rules and regulations as in force from time to time for the effective and smooth working of the Company. You are expected to engage yourself fully in the Company's business and not to engage yourself in any other employment or business including on part-time basis.
21. Background Check: Your employment will be subject to a background check in line with organization background check policy. If the background checks reveal unfavorable results, you will be liable to disciplinary action including termination of service without notice.

If this accurately records the arrangement, kindly return to us the enclosed duplicate of this letter of appointment duly signed by you as a token of your confirmation and acceptance of its terms.

All communications between you and company shall be deemed to have been effectively served if addressed to the following addresses:

Employer: **MSC TECHNOLOGY (INDIA) PVT. LTD.**

"One Indiabulls Park" Tower-B, 11th Floor, Plot No.14, III Main Road, Ambattur Industrial Estate, Chennai – 600 058

Employee: **Mr. AUGUSTINE ALBERT. S**

No: 3/139, Savariyarpalaiyam(Vil), Michaelpuram (Po), Sankarapuram (Tk), Villupuram (Dt) -605 702

Any change in the above addresses of any of the concerned parties, i.e. Employer, "Employee" shall be intimated to the other parties by way of a notice by the party whose address has changed within a period of 7 days from such change.

If no such change has been intimated or received, the addresses mentioned above shall be deemed to be the address of the concerned parties and dispatch by post-delivery of such notices to the concerned addressees at the above address (s) given above will constitute sufficient notice to the parties for all proceedings to be initiated.

Once again, welcome to **MSC TECHNOLOGY (INDIA) PVT. LTD.**

On behalf of MSC Technology (India) Pvt. Ltd.,
Authorised Representative

Ms. Jyoti Naik
Vice President – HR

in the presence of
Mr. P. Vijayakumar
Chief Accounting Officer

I have read, understood and accepted the above terms and conditions of employment.

Date:
Place:

(Signature of the candidate)

Sensitivity: Internal



Enclosure – I

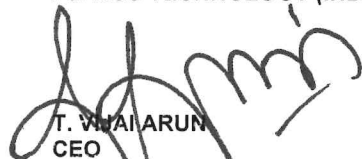
(For Mr. AUGUSTINE ALBERT. S)

Description	Monthly CTC (Rs)	Annual CTC (Rs)
Basic	11,000.00	132,000.00
HRA	5,500.00	66,000.00
Project Allowance	1,100.00	13,200.00
Transport Allowance	1,600.00	19,200.00
Total	19,200.00	230,400.00
Add: Provident Fund	1,800.00	21,600.00
Total CTC	21,000.00	252,000.00
Annual CTC in words: Two Lakhs Fifty-Two Thousand Only		

- I. After completion of one financial year and based on your work performance the company will decide to pay **Project Incentive** once in a year as per the discretion of the management.
- ii. Apart from this you will get Health Benefits (Self+ Spouse +2Children) + Other Standard Benefits as per MSC Technology policy.
- III. Requirements pertaining to grant of exemptions;
 - a) On joining, you would be required to furnish a declaration in the prescribed format pertaining to investments made / proposed to be made by you eligible for exemption under The Income Tax Act, 1961. In the subsequent years, this needs to be submitted latest by April 15 of every year.
 - b) Proofs for investments as declared should be submitted in the second week of January every year failing which TDS would be deducted without considering the investment declaration. Tax deducted and remitted to Govt. A/c. shall not be refunded. Employee should file their income tax returns and claim refund if there is excess deduction on account of delay in submitting the proof of investments.
 - c) All reimbursements would also be subject to TDS in case invoices/receipts are not submitted for the same.
- IV. You are also mandatorily required to submit the details of your income from your previous employer in the current Financial Year in Form XII B.

Yours faithfully

For **MSC TECHNOLOGY (INDIA) PVT. LTD.**


T. VAIJARUN
CEO



I have read, understood and accepted the above salary structure.

Date:
Place:

(Signature of the candidate)

Sensitivity: Internal