

## Letter of Appointment

11 September 2023

**Dinesh Dilli**

#03-16, Block 5, Sengkang east avenue,  
Singapore 544740.

Dear **Dinesh**,

We are pleased to offer you the position of “**Mid Database Administrator**” in “MTS Global Pte. Ltd.” (the “Company”) upon the following terms and conditions:

### 1 DATE OF COMMENCEMENT AND EMPLOYMENT DURATION

1.1 Your employment will commence on **12 September 2023** to **11 September 2024** (If the work visa renewal is not approved, the current work visa end date will be the actual contract end date).

### 2 SALARY

2.1 Your starting basic salary will be **SGD 7,920** / month, payable at every 5th of the following month, or the next working day if 5th falls on a weekend or public holiday.

2.2 Any bonus or declarations of bonus 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, amongst other factors.

2.3 Your performance will be reviewed periodically, and the Company shall make adjustment to your salary as it sees fit.

2.4 The Company shall deduct from your salary and bonus all such sums it is authorized to deduct under the laws of Singapore, whether for your share of Central Provident Fund Contributions, withholding tax or otherwise.

2.5 You are entitled to the following claims:

- Mobile claim of up to SGD 100/ month

### 3 OVERTIME PAY

You are not entitled to overtime pay.

## 4 DUTIES

Your duties as “**Mid Database Administrator**” are as follows,

- Architect HA and DR Solutions for PAAS services like Exadata, Autonomous Databases (ATP,ADW), RAC & Data guard)
- Installation and upgrade of Oracle and RAC on 10g/11g/12c/18c/19c version under Linux/AIX platforms
- Strong experience on backup utilities or tools like RMAN & EXPDP/IMPDP, CRSCTL, SRVCTL, NetBackup, Networker
- Applying grid and DB PSU patch in standalone and multi-node RAC cluster servers
- Should have good command over speaking and writing.
- Strong experience on database and SQL queries tuning for Oracle and RAC databases
- Facing Customer for all operational issues and activities
- Experience on configure and troubleshoot physical standby database using data guard broker
- Knowledge on configure and troubleshoot golden gate replication components.
- Good Grip over Tables fine tuning and troubleshooting
- Implement backup and recovery of Oracle databases for various scenarios
- Administration over DB Objects including Tables , Clusters , Views , Procedures etc.
- Responsible for patches, SR support, database tuning, cloning

## 5 WORKING HOURS

5.1 The company's working hours are Monday to Friday, from 9am to 6pm. You are entitled to one hour of lunch break every day.

5.2 You may be required to work beyond the normal working hours to discharge your duties at the sole discretion of the Company.

5.3 The Company reserves the right, at its sole discretion, to revise amend or extend the working hours should the need arise.

## 6 ANNUAL LEAVE

6.1 Besides the gazette public holidays, you are entitled to fourteen (14) days paid annual leave. Annual leave will be considered as pro-rated based on the length of current contract.

6.2 During the probation period, you are entitled to paid annual leave if you have worked for at least 3 months. You can only apply for annual leave after working for 3 months.

6.3 You cannot carry forward any unutilized annual leave to the next year. Any leave balance at the end of the calendar year shall be forfeited.

6.4 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 approval from the Company.

6.5 Approval for Compassionate leave shall be at the sole discretion of the Company.

6.6 All leave applications must be made in writing and at least seven (7) days in advance and shall be approved at the Company's absolute discretion.

## 7 SICK LEAVE AND HOSPITALISATION LEAVE

7.1 You must notify the Company and/or your immediate supervisor as soon as practicable if you are unable to work for medical reasons. Such notice shall be given within the first four (4) hours of the working day.

7.2 You are required to produce, without demand, a medical certificate in all cases where you are absent from work for medical reasons.

7.3 You are entitled to 14 days of paid sick leave will be considered as pro-rated based on the length of current contract.

7.4 The number of days of paid hospitalization leave you are entitled to depends on your period of service, in accordance to Singapore law, as long as you have served for a continuous period of at least 3 months.

## 8 MATERNITY AND CHILDCARE LEAVE

8.1 You will be entitled to the Maternity leave if you are eligible under 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 a continuous period of at least 3 months before the date of first confinement. (If applicable)

8.2 A female Employee on leave because of a miscarriage or abortion shall be considered to be only on normal sick leave (If applicable)

8.3 You are entitled to two (2) days of paid Childcare Leave per calendar year if you have met the requirement; (If applicable)

- Child below age seven (7) years old
- You have served your employer for a continuous period of at least 3 months.

8.4 You are entitled to two (2) days of Childcare leave per calendar year, if you meet the following requirement: (If applicable)

- Your youngest child is between 7 and 12 years old (inclusive).
- Your child is a Singapore citizen.
- You have served your employer for a continuous period of at least 3 months

8.5 You need to consume your yearly childcare leave entitlement by the end of that year. You cannot carry forward childcare leave to the next calendar year.

## 9 MEDICAL AND INSURANCE

9.1 You will be covered under company's group insurance and medical benefits.

## 10 TERMINATION AND NOTICE

10.1 During your employment, either party may terminate the contract by giving one (1) months' notice or one (1) month's salary in lieu of notice.

10.2 In the event that company contract with your assigned client is terminated, the company will terminate this employment agreement by giving one (1) month notice or one (1) month salary-in-lieu. You agree to accept the termination without other conditions, but the severance payment and service award defined according to applicable law.

10.3 The Company, however, has the right to give immediate notice before terminating your services if you are guilty of misdemeanor, misconduct, negligence or breach of any of the terms of this Letter of Appointment.

10.4 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.

10.5 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 handover.

## 11 CONFIDENTIALITY

11.1 You shall not disclose to any third party and confidential information obtained during your course of employment unless authorized by the Company.

11.2 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.

11.3 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.

- 11.4 You shall not without prior written consent of the Company destroy, make copies, duplicate or reproduce in any form the Company's confidential information.

## 12 EXCLUSIVE EMPLOYMENT

During the course of your employment, you agree:

- 12.1 To observe the highest standards of professional and business ethics and to avoid situations where personal interest may conflict with the interests of the Company;
- 12.2 To work exclusively for the Company, and not to be employed, engaged, concerned or interested in any other business, undertaking or activity except with the Company's prior written consent. However, you are not prohibited from holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company listed on a recognized stock exchange; and
- 12.3 To notify your manager immediately if a situation of conflict arises.

## 13 NON-COMPETE AGREEMENT

- 13.1 Upon termination or expiry of the employment hereunder, the employee shall not, for a period of 6 months, after such termination or expiry, work for a client of this Company either on the basis of a direct employment by the client of this company or indirectly through a different agency of the client of this Company and from the same said period, the employee are not to work either directly or indirectly at the same site or project without prior notice and approval from the company.
- 13.2 The Employee agrees that for a period of 6 months following the termination of the employee's employment with the Company, the employee will not conduct any one of the following:
- The Employee will not work as an employee, officer, director, partner, consultant, agent, owner or engage in any other capacity or own an equity interest in a competing company. In this section, "competing" means system development and maintenance, sales and maintenance of system-related products such as hardware.
  - Use the products, techniques, methods or services that the Company offers, for the purpose of benefiting an individual or a company that is in direct or indirect competition with the Company.
  - Solicit either direct or indirectly any customers of this Company.
  - Contacting company's customers for the purpose of soliciting.
  - Assist any other person to solicit any such customer.
- 13.3 The Employee acknowledges that they have been provided with the opportunity to negotiate this agreement, have had the opportunity to seek legal counsel before signing this agreement, and that the restrictions imposed are fair and necessary for the Company's business interests. The Employee agrees that these restrictions are reasonable and do not constitute a threat to their livelihood.

- 13.4 The Employee agrees and acknowledges that it is reasonable and fair that the Company's business interests in the geographic market in which the Employee performs services for the Company are protected through this restriction against competition.

## 14 NON-DISCLOSURE & CONFIDENTIALITY

During the Employment Term and for a period of one (1) year after the expiration or termination of this Agreement for any reason, Employee shall not disclose or use, except in the pursuit of the Business for or on behalf of the Company, any Trade Secret (as hereinafter defined) of the Company, whether such Trade Secret is in Employee's memory or embodied in writing or other physical form.

- a) For purposes of this Section, "Trade Secret" means any information which derives independent economic value, actual or potential, with respect to the Company from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts to maintain its secrecy that are reasonable under the circumstances, including, but not limited to, trade secrets, customer lists, sales records and other proprietary commercial information.
- b) Employee agrees that upon termination of Employee employment with the Company for any reason, Employee agrees to return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company, except that he may retain personal notes, notebooks and diaries and personally owned books, reference material or information of a similar nature, that do not contain confidential information of the type described in the preceding sentence of this section.
- c) Employee further agrees that he will not retain or use at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company.

## 15 DATA SECURITY

The employee shall comply with the data protection policy when handling personal data in the course of employment including personal data relating to any employee, supplier or agent of the Company.

- a) The employee acknowledges that the Company will process data for a variety of purposes and that this may include sensitive personal data relating to the employee.
- b) In order to protect Company Confidential Information and Data, Employee will maintain all appropriate security measures, including without limitation, technical,

physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information.

- c) Additionally, the Employee hereby acknowledges and agrees that grounds for a Constructive Termination under the Employment Agreement has not occurred prior to or as a result of this Addendum. Except as expressly hereby amended, the Employment Agreement will remain in full force and effect in accordance with the terms thereof. To the extent a conflict arises between the terms of the Employment Agreement and this Addendum, the terms of this Addendum will prevail.

## 16 GOVERNING LAW

This Letter of Appointment shall be governed by the construed in accordance with the laws of Singapore. Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate copy of this Letter within seven (7) days from the date of this Letter.

Yours faithfully,

For and on behalf of MTS Global Pte Ltd.,



**Andy Tan**

**Chief Executive Officer**

## EMPLOYEE'S ACKNOWLEDGEMENT

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

Signature:

Name:

Date:

NRIC Number: