

SCHEDULE OF EMPLOYMENT TERMS

Employer	THOUGHTHUB SOLUTIONS PVT LTD
Employee	Selvakumar Pachamuthu
Position	Software Developer
Commencement Date	17 th October 2016
Fixed term contract period	12 months from start date
Probationary Period	90 days. See clause 3.1 & 3.2
Period of notice	As per clause 8.4

The Employer agrees to employ the Employee on the terms attached to this Schedule

Date: 17/10/2016

Date:



.....
SIGNED behalf of Employer

.....
Employee

.....
Witness:

.....
Witness:

TERMS OF EMPLOYMENT

1. Interpretation

1.1 In this agreement:

Associate means family members, business acquaintances outside of Thoughthub and personal friends of the Employee.

Confidential Information means information belonging to Thoughthub or which Thoughthub is entitled to use and includes, but is not limited to:

- (a) trade secrets, designs, procedures, techniques, strategies, know how, business and marketing plans, projections, agreements with third parties, ideas, instructions, developments, technical advice, client information, formula, concepts not reduced to material form and knowledge of value with respect to the commercial exploitation of Thoughthub business;
- (b) Customer lists;
- (c) the Systems;
- (d) products developed by Thoughthub for itself and/or its clients;
- (e) the methods used by Thoughthub to market or operate its business;
- (f) written documents, computer disks and software or other forms used by Thoughthub;
- (g) policy manuals and forms, pricing policies including the calculation of sale prices for products sold in the business operated by Thoughthub and gross profit margins and the calculation of those margins;
- (h) financial information about Thoughthub or any of its clients including salary packages;
- (i) commercial information about Thoughthub or persons with whom Thoughthub deals, including details of agreements with employees, contractors, clients and others;
- (j) any information marked confidential or which Thoughthub informs the Employee is confidential or a trade secret

but does not include information which has come into the public domain other than by a breach of an obligation of confidentiality by the Employee or information required to be disclosed at law.

Customer means any organisation that you have engaged with or held discussions with during your employment with Thoughthub which has resulted in:

- invoices for the provision of products or services; and/or
- proposals or quotations for the provision of products or services;

Employment means your employment with us;

Thoughthub means Thoughthub Solutions Pvt Ltd;

Schedule means the Schedule to which these Terms are attached;

Systems means management systems, business plans, computer software, training materials, operational manuals and similar materials

you or **your** refers to the Employee;

us, **ours** or **we** refers to the Employer;

place of business of Thoughthub means Thoughthub office locations in Chennai, India;

Moral Rights refers to the rights conferred on authors of literary works by Part IX of the Copyright Act 1968 (Cth);

Position means the position for which you have been employed as described in Attachment A to these Terms;

2. **Terms of Employment**

2.1 We will employ you to fill the Position starting on the Commencement Date. You will faithfully and to the best of their skills serve Thoughthub in the Position and carry out the duties on the terms and conditions of this Agreement.

2.2 If your employment is covered by an industrial award or agreement, then that award or agreement will apply. In the case of conflict between this agreement and the industrial award, then the industrial award will apply.

3. **Period of Employment**

3.1 Your probation period is 3 months from the employment start date. Thoughthub or you may terminate your employment at any time during the Probationary Period. No notice will be required.

3.2 Your employment will be reviewed by Thoughthub before the end of the Probation Period to determine whether:

- (a) The Probation Period will be extended for a further 3 month period; or
- (b) You will continue to be employed in accordance with this Agreement; or
- (c) Your employment will be terminated.

3.3 If your employment continues after the end of the Probation Period without the review in clause 3.2 then the employment is deemed to continue on the terms and conditions of this Agreement.

4. **Responsibilities**

4.1 You will be responsible for the matters contained in the Job Specification which is **Attachment A** and other matters allocated to you which are within the scope of your skills.

4.2 You are employed on a salary. Unless you are absent on leave or because of illness or injury, and you have provided Thoughthub with evidence reasonably required by them, you will work during the standard operating hours every week plus reasonable additional hours, and because of the nature of your position we will both need to be flexible about when those hours will be.

4.3 The hours set in clause 4.2 are a guide only. You are to devote such time to the Thoughthub business as is necessary to satisfactorily complete the duties of the position, which will sometimes be outside the normal hours of employment. Your remuneration has been set to reflect this, and accordingly, you will not be entitled to additional remuneration for working those hours.

4.4 During your employment with us you must avoid conflict of interest may not be involved or have a direct or indirect interest in any other business or occupation without our prior consent.

4.5 During the employment, you will:

- (a) use your best endeavours in discharging your responsibilities;
- (b) conduct yourself with honesty;
- (c) use your best endeavours to promote the interests and welfare of Thoughthub and fulfil and obey all lawful directions and orders of Thoughthub from time to time;
- (d) not do or suffer any act or thing to be done whereby the business of Thoughthub may become liable to be seized in execution charged or affected or where the interest of Thoughthub is prejudicially affected;
- (e) observe and comply with all the rules, policies and procedures of Thoughthub, as varied by Thoughthub from time to time;
- (f) be of good character and not indulge in unethical conduct or acts of moral turpitude during your employment and maintain a high standard of dress and attitude during all working hours.

5. **Remuneration**

5.1 We will provide you with the remuneration package specified in **Attachment B**. The package may be varied by agreement at any time. The way in which the package is provided may also be varied at any time by agreement.

5.2 You must not ask for or accept from anyone who deals with us any money or other benefits ("benefits") nor permit any of your Associates to do so, without our prior written consent.

6. **Annual Incentive**

Your position has an annual incentive attached to it, which is as outlined in **Attachment B**. During the first year of employment, this incentive is payable upon completion of the first anniversary of employment. If the employment is terminated or if the employee resigns prior to the completion of the first anniversary of employment, the entire incentive amount will be forfeited.

7. **Leave**

7.1 You will be entitled to 12 days of Annual leave for each completed year of employment and:

- (a) Annual leave entitlements can accrue to a maximum of 25 days only.

7.2 You will be entitled to 12 days of Casual leave for each completed year of employment. This leave is not accruable.

7.3 You will be entitled to Sick leave to a maximum of 12 days on full pay for each year of employment. This leave is not accruable.

8. Termination and Notice

8.1 We may terminate your employment if:

- (a) you become incapacitated by illness for an accumulated period of three (3) months in any twelve (12) month period to an extent that you cannot perform your duties;
- (b) you breach this agreement in a way which we reasonably consider to be material;
- (c) you are charged with a criminal offence or involved in conduct which is unprofessional or breaches our rules, policies or procedures or of the industry generally in relation to ethical behaviour, which in our opinion brings you or us into serious disrepute;
- (d) you are made bankrupt or take advantage of any legislation which releases you from debts;
- (e) you act dishonestly or fraudulently in your employment;
- (f) your position becomes redundant for economic, technological, structural or similar reasons.

8.2 Any compensation we pay in lieu of notice if your employment is terminated will be calculated on the basis of your remuneration package.

8.3 If your employment is terminated we will pay you an amount in lieu of annual leave (including pro-rata entitlement when you have been employed for less than a year).

8.4 Other than in the case of a termination under clause 8.1(e) when no notice will be required, and unless the schedule stipulates otherwise, either you or us can terminate your employment by giving the following periods of notice:

Continuous Service Period	Notice Required
After the Probation period has expired	1 month

9. Protection of Confidential Information

9.1 By signing this agreement you acknowledge that Thoughthub has invested a lot of time and resources in developing and documenting the Confidential Information and that the Confidential Information forms part of the intellectual property of Thoughthub

9.2 You must keep confidential all information of which you become aware which relates to the Systems and all Confidential Information unless that information is in the public domain otherwise then as a direct or indirect consequence of your actions or conduct. You must not disclose any of this information or use or produce it for any purpose, other than in the ordinary course of your employment, unless we consent or you are required to do so by law. Your obligations in this sub-clause also apply after the termination of your employment.

9.3 If you do anything to develop, enhance or upgrade the Systems or Confidential Information during your employment, or if you develop any inventions or novel designs during our employment this will be done for and on our behalf and your obligations of confidentiality will apply to the developments, enhancements or upgrades, inventions or novel designs.

9.4 In relation to your Moral Rights in respect of any matter under clause 9.3, you assign fully those Moral Rights and any other legal rights that you may have to Thoughthub and consent to any acts or omissions of Thoughthub that it may take in regard to the inventions, novel designs, enhancements or upgrades. You agree to sign all documents and do all acts and things Thoughthub requires so that Thoughthub can obtain registration in its name.

10. Post Employment Obligations

10.1 For a period of 12 months after your employment with us ends, you agree:

(a) not to solicit or endeavour to entice away from Thoughthub or perform any work for any Customer of Thoughthub during your employment.

10.2 This clause does not prevent you from working as a permanent full time employee for a Customer of Thoughthub after termination of your employment, providing such employment was gained through general advertisements and solicitations targeted at the general public and such advertisements and solicitations are not being used to avoid your obligations under this clause.

10.3 Any breach of clause 10.1 will result in you being liable to pay compensation which amounts to one quarter of your salary package which includes any commissions, bonuses, to offset recruitment and training costs incurred by Thoughthub in finding and employing a suitable person for your Position.

11. No Waiver

11.1 If we do not take action to enforce or require strict or prompt compliance with your obligations under this agreement this will not affect or in any way limit our rights to exercise remedies we have in respect of breaches.

12. Governing Law

12.1 This agreement is governed by and will take effect in accordance with the laws in force in Chennai, Tamil Nadu, India.

12.2 If we have a dispute regarding your employment, you and we agree to have the dispute dealt with by a Court or Commission in Tamil Nadu with appropriate powers.

13. Entire Agreement

13.1 This agreement and the additional agreements for Equipment loan and Deed of Confidentiality represents the entire agreement between us in relation to your employment.

13.2 By signing this document you acknowledge that:

(a) neither we nor anyone acting on our behalf has made any warranties, or representations to you in relation to your employment which are not fully set out in this agreement or the letter of offer; and

(b) before signing you have read the agreement, schedule and attachments and understand them and that we have advised you to obtain independent advice.

14. Legal Advice

The Employee acknowledges that the Employee has had the opportunity to seek independent legal advice before signing this Agreement.

ATTACHMENT A - JOB SPECIFICATION

A. Role: Software Developer

B. General features:

Employees are involved in the initiation and formulation of projects and applications that impact on the employer's goals and directions.

Employees apply expert knowledge based upon their qualifications and considerable previous training and experience.

Employees require a high level of proficiency in the application of theoretical or applied approaches in the search of optimal solutions to new problems and opportunities that may be outside of the original field of specialisation.

C. Knowledge, skills, qualifications:

Degree qualification is assumed together with specialised training and substantial relevant experience. Employees are expected to continue to enhance their knowledge and skills.

D. Responsibilities:

- Primarily responsible for the development of Eventzilla and any other associated / new applications and services using .NET and other web development technologies.
- Work on the development of projects and initiatives associated with Eventzilla including mobile applications, APIs and third party integrations.
- Additional responsibilities include interfacing with business users to develop requirements and the recommendation of application architectures as needed.
- Unit test application features
- Maintain the code in the repository
- Fix any bugs identified and keep the issue register updated

ATTACHMENT B - REMUNERATION

Title	Software Developer
Gross Salary	INR 1,95,000 per annum, payable INR 15,000 to a bank account nominated by you.
Annual Incentive	INR 15,000 per annum payable on anniversary of your employment.
Tax	Applicable government taxes will be deducted at source.
Resignation	Any outstanding incentives that are payable as at the date of your resignation, if termination / resignation occurs prior to the first anniversary of employment, will result in the employee automatically forfeiting such payments.