

8 July 2019

Atul Tayal  
Block 9, #03-03  
Hume Park  
Singapore 598722

Dear Atul,

NTT DATA Singapore Pte. Ltd. (hereinafter referred to as the "NDSG") are pleased to offer you employment with us, subject to the following terms and conditions:

#### 1. Summary of Terms

The items in the following summary table are subject to additional details, requirements or obligations set out otherwise in this agreement, including in the attached schedules:

No	Terms	Details
A)	Employer	NTT DATA Singapore Pte Ltd (NDSG)
B)	Date of Commencement	2 September 2019
C)	Contract Expiry	1 September 2020 <i>*subject to extension, if any, which shall be decided solely at the Company's discretion.</i>
D)	Functional Role	Developer
E)	Salary (per month)	S\$7,200.00 (Singapore Dollar Seven Thousand Two Hundred Only)
F)	Office Hours	In adherence with the working hours at client site
G)	Location	Client site
H)	Reports to	Client Manager
I)	Annual / Medical Leave (for the contract period)	14 days per annum, to be pro-rated according to contract duration
J)	Bonus	Not Applicable
K)	Notice period	You are required to serve Thirty (30) days of advance notice (or payment in-lieu of notice) should you decide to resign from the employment.

If you are not able to serve the notice period for reasons that include but are not limited to, incarceration in prison, mental or physical disability sustained, or deportation from Singapore, you agree to specific liquidated damages, amounting to your salary for the period by which your notice falls short of one month, to NDSG.

This shall be in addition to the amount payable under the penalty clause (if applicable).

## 1. Duties

Your services shall be provided to clients designated by NDSG. You shall perform to your best abilities on a full time basis, at locations designated by NDSG the employment duties assigned to you. You shall also comply with all rules, regulations and procedures of NDSG, and of its clients at whose premises you might be required to discharge your duties. During your employment, you shall not directly or indirectly usurp any corporate opportunities or otherwise engage in any conduct adverse to the best interests of NDSG. Also, you are instructed not to divulge any confidential information of, or violate any agreement with, your prior employers or their clients.

## 2. Compensation and Benefits

- 2.1. **Reference to Point 1 Summary of Terms** – Salary will be subject to Monthly Central Provident Fund contributions at the prevailing rate (where applicable), which shall be paid to you for services performed in the previous month, on or before the 7<sup>th</sup> day of the succeeding month.
- 2.2. You shall be eligible for medical insurance with limited coverage, detailed policy information to be briefed by HR during on-boarding. The premium payable for each individual employee is borne by the Company. You may elect to cover your immediate family under NDSG's Group Hospitalization and Surgical Insurance Policy.
- 2.3. Please note that any increase or change in your remuneration would need to be initiated and sanctioned by the client. In case, during the currency of this contract, the client does sanction an increase in your remuneration, the same shall be passed onto you with effect from the date indicated by the client. Changes in remuneration are not allowed for a period of 12 months from the date of joining, or the previous date of such changes. Further, such adjustment based on the increase sanctioned by client shall be done only on a "going forward" basis and not on a retrospective basis.
- 2.4. Any change in remuneration will be notified in writing.
- 2.5. **Reference to Point 1 Summary of Terms** – Please note that leave is provided to you to enable you to rest, relax and recharge your energies. Therefore, accumulated leave cannot be encashed and/or request for leave validity under any circumstance. Please refer to details of Leave entitlement in Annexure A.
- 2.6. In case you are a foreigner, NDSG shall arrange to apply for a valid Work Pass for you to enable you to live and work in Singapore.

### 3. Individual Income Tax

- 3.1. Individual income taxes must be borne by you and be paid according to the prevailing rates established by law. If you are a foreigner of Singapore at the time of accepting this offer, holding either the Employment Pass (EP) or Letter Of Consent (LOC) or Skilled Pass (SP) :
  - 3.1.1. NDSG will e-File Form IR21 for you on the date that you inform on your resignation and withhold all monies due to you for that month based on the resignation letter to clear your personal tax.
  - 3.1.2. Based on the IRAS tax assessment received (in terms of Directive to pay tax), NDSG will deduct the amount from the withheld salary along with the last month's salary payment if any, to pay to IRAS on your behalf. If the withheld money could not cover the tax due then you need to pay the balance by cash to the NDSG to fulfil your individual tax obligations.
  - 3.1.3. NDSG will not withhold your salary in advance for individual tax purposes other than the above stated scenario.
  - 3.1.4. NDSG will cancel your EP only after you fully discharge your income tax liability.
  - 3.1.5. NDSG reserves the right to hold your EP or take action if you refuse to pay your individual income tax.

### 4. Contract Termination

- 4.1. NDSG can initiate to terminate the contract based on the following conditions:
  - 4.1.1. With immediate effect, due to your willful misconduct, or non-performance. In the event that you commit any act of misconduct at any time, within or outside the course of your employment, NDSG shall be entitled to terminate your employment with immediate effect, in which case no notice period shall be required nor shall salary in-lieu be payable to you. It is hereby agreed that where NDSG exercises its right to terminate your employment under this provision, such termination shall be deemed to be effected solely pursuant to NDSG's contractual right herein.
  - 4.1.2. By giving Thirty (30) days' notice in case NDSG's client to whom you have been providing service gives NDSG Thirty (30) days' notice to terminate the contract.
- 4.2. You acknowledge that NDSG incurs significant expenses in connection with your employment which include recruitment and for knowledge transfer regarding processes, procedures and skills necessary for your work.
- 4.3 In the unlikely event, due to unforeseen circumstances, you voluntarily terminate your employment with NDSG, by resignation, within Twelve (12) months of your joining NDSG prior to your notice period, you will reimburse an amount equal to One (1) month's salary, towards repayment of the expense mentioned in paragraph 4.2 to NDSG. This shall be in addition to the Notice Period clause as per Summary of Terms (K).
- 4.4 Clauses 4.2 and 6 shall not be enforced in case the client to whom you are deputed, requests NDSG for your services as an employee on their payrolls, commonly known as "conversion", and NDSG does agree to the Client's decision to hire you directly as an employee, in accordance with the agreement between NDSG and Client. In such cases, the date of "conversion" shall be mutually decided.

4.5 This contract shall not be automatically terminated at the end of the period of Twelve (12) months, mentioned in the opening paragraph. It can only be terminated by either party through a written notice of termination, transmitted to the other party, either through e-mail or through a hard copy. It shall remain in force till the completion of the notice period of Thirty (30) days.

4.6 This offer is made based on your proficiency on Technical / Professional skills you have declared to possess as per the application/ interview, and on the ability to handle any assignment / job independently anywhere in Singapore or Overseas. In case, at a later date, any of your statements / particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by the Company, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

4.7 Background verifications and / or Reference checks will be made from your previous employers. In case there is any adverse report against you which may be detrimental to the interests of the Company or if the information furnished by you is not true, the Company reserves the right to terminate your services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation of facts.

## **5 Confidentiality**

5.3 As part of your employment, you will acquire or develop confidential and proprietary information concerning NDSG and its dealings and method of dealings with its customers (and their clients or end users) and employees and you will also develop relationships of special trust and confidence with NDSG's customers (and their clients and end users) and employees (collectively called "Confidential Information"). You agree that such Confidential Information is for NDSG's exclusive benefit and that, both during your employment and for one (1) year thereafter, you will not directly or indirectly use or disclose any Confidential Information except for the sole benefit, and with the consent of NDSG. Upon conclusion of your employment, you will promptly return all documents and information (including computer generated or stored information) concerning NDSG or its customers and employees.

5.4 You also agree that details of your employment contract are strictly confidential between you and NDSG. You agree not to disclose these details (inclusive of, but not limited to, salary, resignation, notice period, last working day) to any third party whosoever. Should you fail to comply, you agree to pay damages equivalent to two (2) months of your salary to NDSG.

## **6 Non-Competition and Non-Solicitation**

6.3 During the period until one (1) year following the conclusion of your employment for whatever reason (which time period can be extended by the length of time during which you are in violation of this paragraph), you shall not directly or indirectly solicit the business (or otherwise deal in a manner adverse to NDSG with) or provide any IT services to any customer or end-user of any customer of NDSG for which or for whose benefit you have provided services during your employment, nor directly or indirectly solicit the services of (or otherwise deal in a manner adverse to NDSG with) any employee of NDSG or induce such employee to terminate his or her employment with NDSG. You further agree that you shall not accept any offer of direct or indirect hire by the Client or through other agencies to serve the same Client in the same department that you are assigned to, and that:

- 6.3.1 NDSG shall be entitled to injunctive relief as well as damages for any violation by you of paragraphs 5 and 6 of this Agreement (which shall survive the termination of this Agreement and your employment),
- 6.3.2 Paragraphs 4, 5, 6 and 7 are intended to be enforced in accordance with their terms, but that such terms shall be deemed modified as necessary so as to render them valid and enforceable to the fullest extent permissible by applicable law.

## 7 Commencement of Employment

**Reference to Point 1 Summary of Terms** - Subject to the approval of your Work Pass, if you require such authorization to work in Singapore. In case you fail to join NDSG by the scheduled date, you agree to pay a penalty equating to Two (2) months' salary to NDSG.

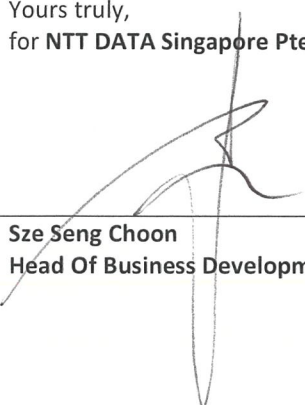
The company reserve the rights to change the commencement date as in accordance to the operational needs of the client and/or NDSG. Any change in the date of joining will have to be informed and mutually agreed by you and the Company before the mentioned date of joining.

## 8 Entire Agreement

This Agreement represents the entire agreement of the parties and it supersedes all prior statements, discussions and understandings, and may be amended only by a writing signed by both parties.

NTT DATA Singapore Pte. Ltd looks forward to a long and rewarding relationship with you.

Yours truly,  
for **NTT DATA Singapore Pte. Ltd**



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**Sze Seng Choon**  
Head Of Business Development

Agreed to and accepted with the express  
intent to be legally bound

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**Atul Tayal**  
FIN.: G3489688M



## **ANNEXURE A**

### **A. Entitlement and Utilization of Leave :**

All leave entitlement can be availed only **after completion of three (3) months of service** with NTT DATA SINGAPORE PTE LTD, computed on a contract basis..

#### **i. Annual Leave:**

Annual Leave must be taken with contract period and may not be carried forward from one 12 month period to the next. To ensure that the services are not affected adversely with unplanned leave, annual leave must be planned at least three weeks in advance, and submitted to your immediate supervisor for approval.

Note your supervisor reserves final right to cancel pre-approved leave and this decision is final.

#### **ii. Medical Leave:**

All medical leave need to be supported by a medical certificate from a Singapore registered doctor. To avail medical leaves, you must inform your immediate supervisor at least two hours before the start of work as well as forward the medical certificate upon your return to work. Failure to do so will result in no-pay leave being deducted accordingly. This provision shall not apply in the case of medical emergencies.

The number of days of paid sick leave depends on an employee tenure, up to **14 days for outpatient non-hospitalization leave** and **60 days for hospitalization leave**. The 60 days of hospitalization leave **includes** the 14 days outpatient sick leave entitlement.

If you have worked for **6 months or more**, you will get the full entitlement.

#### **iii. Other paid leave:**

Entitlement of other paid leave, **effective 01<sup>st</sup> January 2018:**

<b>Item</b>	<b>Benefits</b>
Compassionate (Applicable from the start date of your contract)	Maximum of 5 working days– applicable for demise of family members including: <ul style="list-style-type: none"><li>- Parent</li><li>- Spouse</li><li>- Sibling</li><li>- Child</li></ul>
Marriage Leave	3 working days applicable for first legal marriage
*Childcare Leave	Eligible working parents of <b>Singapore citizen children</b> are entitled to <b>6 days</b> of paid childcare leave per year.  Parents of <b>non-citizens</b> can get <b>2 days</b> of childcare leave a year in accordance with the Employment Act

No	Type	Criteria	
*Maternity	1	16 weeks Paid Maternity Leave	You have served your employer for a continuous period of at least 3 months immediately before the birth of your child.
		You are lawfully married to your child’s father. (Not applicable for unwed mothers whose citizen child is born or with estimated delivery date (EDD) on or after 1 January 2017.)	
		For employees: you have served your employer for a continuous period of at least 3 months immediately before the birth of your child.	
		For self-employed: you have been engaged in your work for at least 3 continuous months and have lost income during the maternity leave period.	
		You have given your employer at least 1 week’s notice before going on maternity leave, and informed them as soon as possible of your delivery. Otherwise, you are only entitled to half the payment during maternity leave, unless you have a good enough reason for not giving the notice.	
		The leave application is subject to manager approval and dates applied are within the contract period	
	2	12 weeks Maternity Leave (8 weeks paid + 4 weeks unpaid)	You are covered by the Employment Act
			You have served your employer for a continuous period of at least 3 months immediately before the birth of your child.
			You have fewer than 2 living children of your own at the time of delivery. In the case of multiple births (e.g. twins, triplets, etc.) during the first pregnancy, your employer is still required to pay 8 weeks of maternity leave for the next pregnancy.
			You have given your employer at least 1 week’s notice before going on maternity leave, and informed them as soon as possible of your delivery. Otherwise, you are only entitled to half the payment during maternity leave, unless you have a good enough reason for not giving the notice.
			The last 4 weeks of the maternity will be unpaid
			The leave application is subject to manager approval and dates applied are within the contract period
	3	12 weeks Unpaid Maternity Leave	You are not covered by the Employment Act
			You have served your employer for a continuous period of at least 3 months immediately before the birth of your child.
			You have given your employer at least 1 week’s notice before going on maternity leave, and informed them as soon as possible of your delivery. Otherwise, you are only entitled to half the payment during maternity leave, unless you have a good enough reason for not giving the notice.
			The leave application is subject to manager approval and dates applied are within the contract period
	Eligibility		
	<ul style="list-style-type: none"><li>You are or had been lawfully married to the child's mother between conception and birth. (Not applicable for adoptive fathers whose formal intent to adopt is on or after 1 Jan 2017)</li><li>You have worked for a continuous period of at least 3 months before the birth of your child.</li></ul>		
Entitlement			
<ol style="list-style-type: none"><li><u>2 weeks</u> of GPPL if child is Singaporean</li><li><u>3 days</u> of GPPL if child is non-Singaporean</li></ol>			
*Paternity			

Please note that Leave type with \* will be subject to changes & guidelines from with Ministry of Manpower (MOM), Singapore.

## **B. Benefit of Additional Hours of Work.**

This is only applicable for employee that are not eligible for overtime payment, with effect from 1<sup>st</sup> January 2018:

Time off                      - subject to discretion of DBS manager  
OT Meal Allowance - SGD 8 per day for minimum 2 hours of OT work,  
Transport                    - taxi claim home after 9.30 pm

## **C. Deduction of SELF HELP GROUP**

Employers are expected to deduct the Self-Help Group (SHG) contributions from their employees' wages. Employees who do not wish to contribute can submit an opt-out form to the respective SHGs.

For the Chinese Development Assistance Council (CDAC) Fund, employees refer to Singapore Citizens and Permanent Residents, belonging to the Chinese community.

For the Singapore Indian Development Association (SINDA) Fund, employees refer to all working Indians in Singapore who are Singapore Citizens, Permanent Residents and Employment Pass holders and are of Indian descent (including Bangladeshis, Bengalis, Parsees, Sikhs, Sinhalese, Telegus, Pakistanis, Sri Lankans, Goanese, Malayalees, Punjabis, Tamils, Gujaratis, Sindhis and all people originating from the Indian sub-continent.)

For the Mosque Building and Mendaki Fund (MBMF), employees refer to all working Muslims in Singapore who are Singapore Citizens, Permanent Residents and foreign employees either on an Employment Pass or a Work Permit.

For the Eurasian Community Fund (ECF), employees refer to Singapore Citizens and Permanent Residents, belonging to the Eurasian \* community.

\*Refers to a person defined as "Eurasian" in their identity card, or a person of both European and Asian ancestry

Please refer to the corresponding website to know the contribution rates and the process for opting out:

CDAC- <https://www.cdac.org.sg/aboutus/contributor-information/>  
SINDA - <http://www.sinda.org.sg/donate/sinda-fund-contribution/>  
MBMF - <http://www.mbmf.sg/About/What-Is-The-New-Contribution-Rate.html>  
ECF - <http://www.eurasians.org.sg/contributions/fundraising/>

If you wish to opt out – please follow the steps provided in the corresponding self-help group website and send us the endorsed opt-out form before the 20th of the month in which you wish to stop your contribution.