



softcrylic

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/2022

22nd August 2022

Re: Offer Letter

Dear Thamotharan C,

Congratulations!

Further to your application for employment with Softcrylic Technology Solutions India Private Limited, we are delighted to offer you to start your Internship with Softcrylic from **August 22nd, 2022** with a fixed stipend of **Rs.15,000** per month.

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

Minneapolis

718 Washington Ave. N.
Suite 214
Minneapolis, MN 55401

Princeton

700 Alexander Park,
Suite 303
Princeton, NJ 08540

Atlanta

200 Galleria Pkwy SE
Suite 1520
Atlanta, GA 30339

Chennai

672/ 476, Temple Tower,
3rd Floor, Anna Salai,
Chennai 600035

TERMS AND CONDITIONS OF EMPLOYMENT

You shall be governed by the following terms and conditions of service during your Internship with **Softcrylic Technology Solutions India Private Ltd** (hereafter referred to as the ("Company")), and those that may be amended from time to time

1. **Statement of Facts:** The Company has offered an internship based on the bonafide statement and facts provided by you in your application for the curriculum. At the time of Internship or during Internship, if the Company finds the information provided to be false or misleading, it reserves the right to terminate your services.

Duties: You will render all responsible duties expected of **Intern - Level 1**. These Services will be provided at the Softcrylic Chennai development center. During the terms of this agreement, you will devote your full abilities to performing your duties and agree to comply with Softcrylic policies and standards. Your expected work hours on the premises or remote location is 10 am and 7 pm IST. Softcrylic works 9 hours, including a one-hour lunch break Monday – Friday. The work hours may vary during the training period based on the training schedule and trainers' availability.

Work Hours:

- I agree and acknowledge, that I understood the importance and challenges in the remote work / work from home options. I committed that I will be available online on all professional communication mediums during the work hours communicated.
2. **Responsibilities:** As laid out by your Reporting Manager or Hiring Manager, you will be expected to carry out the roles and responsibilities effectively, diligently, and to the best of your ability. The training schedule and other training measuring mechanisms will be explained at the time of Induction on Day 1 of the internship program.
 3. **Probation:** Post your internship period, your first six months of employment are considered a probation period. During these six months, you will be evaluated based on your performance and dedication to your tasks and assignment. You are expected to prove your competency in all the above-mentioned tasks. During probation, if your performance is not satisfactory, the project incentive compensation will be void.
 4. **Performance Review:**
 - Review-1: During your internship period, your first six months of Internship are considered a review-1. In which you are expected to prove your competency based

on the training provided to you. You will be evaluated on a periodical basis to track your performance

- i. Training Period Review (Review-1): You will be placed under the prerequisites training for the first six months. After completing the prerequisites training, you will be eligible to appear in a review process, and your performance in this training period will be assessed with the rating. Your salary will be revised to INR 2.40L/Annum upon completing the training successfully.

Below are the Training cost involved during your training with Softcrylic.
Training Cost:

Sl.No	Particulars (6 Months) Approx.	Cost
1	Stipend	₹ 90,000
2	Trainer cost	₹ 5000
	Verbal & Non-Verbal Reasoning	
	Aptitude & Analytics Skills	
3	(External Trainer)	₹ 5000
4	Training Materials	₹ 5000
5	Technical Trainers Cost	₹ 2,00,000
6	Operational Cost	₹ 25,000
	Total	₹ 3,30,000

**This training cost may vary subject to changes in the trainer's cost and market inflation rate.*

- Review-2: Your performance will be evaluated once you submit your course completion certificate of UG/PG 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 to the project and Company.
 - i. **Course Completion Review (Review-2)** – On completing your Bachelor's /Master's Degree, you will become eligible for a review upon submitting the course completion certification. Your performance between the last review and In-between periods will be assessed again. Based on the performance rating, the salary will be revised from a minimum of 3.6L/Annum to a maximum of 6L/Annum.
- **Incentive:** When an extra-ordinary or outstanding contribution or performance is noticed in this training period, an indicative incentive will be provided on Course Completion Review. The indicative motivation could be 5% - 10% of your CTC based on the recommendations received for your performance rating. The Company has all the rights to change this or cancel this at any time.

- Your salary will be reviewed based on your and Company's performance. Performance review-related salary increments will be void during your resignation or notice period.

5. **Separation:** If you decide to submit your resignation during your Internship, you will be eligible to give a notice period of 14 calendar days, and you will be liable to pay the entire training cost spent by the Company during the Internship/Training period (This training cost may vary subject to changes in the trainer's cost and market inflation rate) to the Company. Any Incentive or other benefits received from the Company in this period might be returned or repaid to the Company. Resignation should be submitted only after discussing with the Respective Leads / Reporting person and with HR. Your project incentive will be void in case of resigning during probation. The 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. All regular employee perks, benefits, profits, and Project Incentives pay will cease during the resignation or notice period. The Company has the right to terminate your employment without any notice during your tenure for the following reasons:

- Violating your Internship 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 is a 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 the Client's approval and the offshore team. The notice period in such an event could vary between 60 to 90 days.

6. **Return of Assets/ Records:** Upon your resignation from employment, You should be responsible for submitting all property of Softcrylic that includes Assets, documents, and any other belongings provided by the Company in the original state/working condition as received at your own cost, same has to be it verified and approved by the respective departments.

7. **Non-Compete:** You agree that during the term of the Internship 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 the Internship 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 procedures. The Company reserves the right to change these policies at any time at 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 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 person, neither companies nor themselves make use of this information for negotiating offers with other companies. You will hold in trust of the above information, and not disclose it to any party, directly or indirectly, during your Employment process with Softcrylic Technology Solutions India, and thereafter, your disclosure of such confidential information will be 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. **Conduct:** You shall at all times, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions. You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.
12. **Background Check:** Where background checks reveal an unacceptable past record, an employee's employment/ Certifications / Criminal or Civil Case(s) 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 impliedly) 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
 - f. Or any other misconduct under the SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION, AND REDRESSAL) ACT, 2013
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 in time. The scope of such processes will be restricted to certain teams. If you are part of a team that 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 at 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.

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.

AFFIDAVIT	
<p>I certify that the statements made in my application are valid and complete to the best of my knowledge. I understand that false or misleading information may result in termination of employment.</p> <p>I understand that Softcrylic Technology Solutions India Private Ltd may request a credit and/or background check from a credit reporting agency or related service. I understand that I have a right to make a written request within a reasonable time for the disclosure of the name and address of the credit reporting agency so that I may obtain a complete disclosure of the nature and scope of any investigation.</p> <p>I understand that the records will be used for employment purposes only and will not be given to unauthorized persons.</p> <p>I authorize Softcrylic Technology Solutions India Private Ltd and/or its agents to conduct a reference check so that a hiring decision may be made. In the event that Softcrylic Technology Solutions India Private Ltd is unable to verify any reference stated in this application, it is my responsibility to furnish the necessary documentation.</p> <p>I understand that this application or subsequent employment does not create a contract of employment nor guarantee employment for any definite period of time.</p> <p>I understand and read this offer letter carefully and accept the same by myself. Also, I understand that once accept this offer, I am bound to associate with the Company as per terms and conditions without any "No Show" or "Not willing to join" which will lead to initiate the damage cost/loss of revenue/loss of client reputation caused by my action, with the suitable consequence through this AFFIDAVIT under the offer jumper's category. I am responsible in the account of not joining the Company after accepting this letter.</p> <p>I understand that after accepting this offer I must honor to commitment as appropriate to the Company.</p> <p>I have read, understand, and by my signature consent to these statements.</p>	
<p>SIGNATURE:</p> <p>NAME (IN BLOCK LETTERS):</p>	<p>DATE:</p>

DOCUMENTS REQUIRED (COMPULSORY)	
Signed Offer letter	Copy of Relevant Employment Certificates
Copy of Relevant Education Certificates	<p>Current Address Proof (if stay at current address > 6 months) <u>else</u> Longest Stay Address Proof.</p> <p><i>Please note: Your name should be mentioned on the address proof.</i></p> <p><i>Accepted address proofs: MTNL Bill / Electricity Bill/ Copy of Rent Agreement/ Passport/ Voter Id/ Driving License.</i></p>