



softcrylic

☎ 044 4255 5580
✉ info@softcrylic.co.in
🌐 www.softcrylic.com

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/2023

07th September 2023

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 the position of **Trainee Software Engineer in Level 1**. Your employment will commence from **01st September 2023**. Your Annual Cost to the Company will be **INR 3,60,000/- per annum** and this has been detailed in the Compensation Structure sheet.

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

Kochar Globe,
5th Floor, South Phase,
SIDCO Industrial Estate,
Guindy, Chennai-600032.

Canada

6000 Boulevard
de Rome,
Suite 410 Brossard,
Quebec, J4Y 0B6

Candidate Details	
Employee Name	Thamotharan C
Designation	Trainee Software Engineer in Level 1
Year	2023

COMPENSATION STRUCTURE IN INR	
Basic	8,100
HRA	4,860
CCA	5,346
LTA	2,430
Statutory Bonus	675
Special Allowance	6,789
Monthly Gross	28,200
Provident Fund Employer contribution	1,800
Total Monthly CTC	30,000
Total Annual Cost to the Company	3,60,000
All salary components are governed by the company policies	
This salary sheet is strictly confidential and must not be discussed with anyone other than your reporting manager	
All personal tax liability arising out of compensation and joining expense (if any) will be borne solely by the employee	
Reimbursement is subject to government and company policy and is liable to change. Maximum limit is mentioned. Will be processed subject to submission of original bills	

Apart from the CTC offered, you will also get the below benefits from company's end

Benefit – 1:

Company offers Rs. 2 Lacs Health Insurance (INR 24K per year) subsidized by the Company. Insurance which includes Self, Spouse, 2 Children

Benefit – 2:

Company offers Rs. 10 Lacs Accidental Insurance for employee, which is subsidized by the Company.

“The Basic wages and allowances are structured as per the existing prevalent practice as applicable to you. As and when there are any changes in legislations, which warrants restructure of the Basic wages and allowances. the same would be made in line with the amendment, without in any manner causing additional financial liability to the company”. Consequently, there may be in increase of contribution towards EPF, ESI & other all applicable statutory payments, thus resulting in reduced take home.

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TERMS AND CONDITIONS OF EMPLOYMENT

You shall be governed by the following terms and condition of service during your employment 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 made the offer of employment on the basis of the bonafide statement and facts provided by you in your application from for employment. At the time of employment or during employment if the company finds the information provided to be false or misleading, it reserves the right to terminate your services.
2. **Duties:** You will render all responsible duties expected of **Trainee Software Engineer in Level 1**. These Services will be provided at Softcrylic Chennai development center. During the terms of this agreement, you will devote your full abilities to the performance of your duties, and agree to comply with Softcrylic policies and standards. Your work hours would be Indian hours that starts between 10am and 12Noon IST. Softcrylic works 9 hours including one-hour lunch break Monday – Friday.
 - You agree and acknowledge, that you understood the importance of the remote work / work from home option provided by Softcrylic. You are committed to be available online on all professional communication mediums followed by the company during the prescribed work hours communicated by your respective leads/reporting person/HR.
 - During Softcrylic prescribed work hours you will be entitled to work only on Softcrylic assigned projects / tasks etc. It's a breach of contract if utilization of the hours spent on other non-Softcrylic related work, and Softcrylic has all the rights to end / terminate the employment at any time.
3. **Usage of company's assets:**
 - You acknowledge that you will be only using the devices and assets provided by the company to perform the tasks assigned by the company, any work done by using the non-company assets will be considered strictly as unaccounted hours. Softcrylic will not be liable to pay for the hours performed from non Softcrylic assets.
4. **Responsibilities:** You will be expected to carry out the roles and responsibilities effectively, diligently and to the best of your ability as laid out by your Reporting Manager.
5. **Probation:** Your first six months of employment is considered probation period. In which you are expected to prove your competency in all the above-mentioned tasks. You will be evaluated based on your performance and dedication towards your tasks and assignment in these six months. During probation if your performance is not satisfactory the project incentive compensation if any will be void.
6. **Performance Review:** Your performance will be evaluated every one year 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 into the project and company.

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

7. **Separation:** If you decide, during your probation or subsequent to confirmation, to resign from the job you should give a minimum of 90 calendar days' notice period to the company. Resignation should be submitted only after having a discussion with Respective Leads / Reporting person and with the HR. Your project incentive will be void in case of resigning during probation. Though you are obligated to serve 90 calendar days' notice period, 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. During resignation or notice period all regular employee perks, benefits, profits, Project Incentives pay will cease. The company has the right to terminate your employment without any notice during your tenure for the following reasons:

- Violating your Employment 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 are 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 Client approval and the offshore team. The notice period in such an event could vary between 60 to 90 days.

8. **Non-Compete:** You agree that during the term of the employment 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.

9. **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,

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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.

- 10. 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.
- 11. 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 employment 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 procedure. The company reserves the rights to change these policies at any time 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 of 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 persons, neither companies nor himself make use of this Information for negotiating offers with other companies. You will hold in trust of the above information's, and not disclose to any party, directly or indirectly, during your Employment process with Softcrylic Technology Solutions India and thereafter, your disclosure of such confidential information's will bound to legal issues. The management reserves the right to amend/Waive any of the above clause(s), on a case-to-case basis.

- 12. 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.

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13. Background Check: Where background checks reveal on unacceptable past record, an employee's employment/ Certifications / Criminal or Civil Case(s) may be terminated without notice.

14. 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 favours.
- c. Sensually coloured 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

15. 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 of time. The scope of such processes will be restricted to certain teams. If you are part of a team which comes under the scope you would be required to comply with the requirements.

16. 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 in 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.

Upon your resignation from employment, you should be responsible to submit all property of Softcrylic that includes Laptops, Assets, Documents, and other belongings provided by the company in the original state / working condition as received and at your own cost, same has to be verified and approved by the respective departments for successful clearance.

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AFFIDAVIT

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.

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.

I understand that the records will be used for employment purposes only and will not be given to unauthorized persons.

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.

I understand that this application or subsequent employment does not create a contract of employment nor guarantee employment for any definite period of time.

I understand and read this offer letter carefully and accept the same by self. Also, I understand that once accept this offer, I 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.

I understand that after accepting this offer I must honor to commitment as appropriate to the company.

I have read, understand, and by my signature consent to these statements.

SIGNATURE:

DocuSigned by:

 9414FA9EBBC24CE...

DATE: 9/7/2023

NAME (IN BLOCK LETTERS): THAMOTHARAN C

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

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