

Staffing Solutions (Thailand) Co., Ltd.

11 November 2020

Contract no. 2020/IS-241

Mr. Itthipon Treetodbadee

Address: Bunsiri Condo Latphrao 7, Latphrao Wanghin Rd., Latphrao District, Latphrao District, Bangkok 10230

Mobile: 084-016-1007 Email: yookino@gmail.com ID: 1-1014-99064-20-6

Subject: Letter of Appointment
Dear Mr. Itthipon Treetodbadee,

Based on our recent discussions with you, we are pleased to offer you the position of "Technical Consultant (.Net Programmer)" with our office in Bangkok, Thailand on the below mentioned terms and conditions.

### **Duration of the Contract:-**

You will be working on a contractual basis from 1st January 2021 - 10th February 2021.

# Job responsibility & Scope of work:-

1) Software Consultancy using C#,ASP.NET, VB.NET, AJAX, JavaScript, MS SQL Server, Oracle, HTML.

- 2) Directing the project's resources, developing the project plan, and ensuring that the project is completed on time and schedule.
- 3) Coordinate with stakeholder to ensure the overall success of the project.

4) Acts as a catalyst to resolve project problems and conflicts, escalating when necessary.

- 5) Ensures that impacted teams are involved and informed as early as possible in the project management process.
- 6) Translates requirements testing, deployment, documentation, Co-ordination with the team members, Project Manager, leading & managing the team, defined by business analyst into logical, economical and practical system designs, etc.
- ) Once onsite, you are required to follow work hours as indicated by the client. Standard working hours are Monday to Friday 08.30 am to 5.30 pm
- ) You are required to submit your duly signed and approved time sheets to your Account Manager at the end of each month.

#### Professional Fees:-

You will be paid professional fees of 80,000 THB per month

# Earned Leave:-

You shall be entitled to earned leave of half (0.5) working days for this period of contract which is from 1st January 2021 - 10th February 2021 and will be prorated for the period of actual service & unutilized earned leaves may be carried forward subject to approval by the Company but cannot be encashed nor shall demand be made by employee for cash compensation in lieu of unused earned leave. Leave taken in excess eligibility and available leave balance will be considered as leave without pay. Dates on which earned leave may be exercised by employee are subject to approval in writing by Company. Leave taken in excess eligibility will be leave without pay for eg. Leave granted for illness, education purpose, vacation etc. Standard deductions apply for leave without pay. The calculation would be as follows:

No. of days absent \* Monthly Compensation
Total no. of working days in that month

Severability:-

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Non Compete:-

In event of termination the employee agrees that for a period of 6 months after termination they will not directly or indirectly be an employee or independent contractor to work or consult or render services to the person or Company competing with ISS Thailand.

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### Non Solicitation:-

During the term of this Agreement and/or for a period of twelve (12) months following the termination, or expiration of this Agreement the employee will not directly or indirectly induce any employee of ISS or induce any Customer who is in business relation with ISS.

# Non disclosure/Confidentially:-

Consultant recognizes the importance of protecting the rights to proprietary and confidential information. At all times during and subsequent to this Agreement, Consultant agrees to keep in strictest confidence and trust Confidential Information (defined below) that is created by Consultant or to which Consultant may have access. Consultant will not use, disclose or reproduce such Confidential Information without the prior written consent of deputed Client as well as from Infinite reporting authority. The term "Confidential Information", as used in this section, means any and all technical and business information, whether written, oral, graphic or computer media, that Client may disclose or reveal to Consultant,

# Termination:-

The term of contract shall run starting from date 1st January 2021 - 10th February 2021 In the event the employment needs to be terminated any time before the completion of the contract period stated, there should be a mutual agreement by both the parties that is employer & the employee. In case of termination without a good reason or cause there will be a penalty imposed based on the contract commitment period and the employee shall not be entitled to any compensation or benefits.

This contract may be terminated by either party upon thirty (30) days written notice or paying professional fees for (30) days.

In case of resignation, the letter should clearly state the last working date & the full & final settlement will be done only once we have all the time sheets signed and approved by the Clients.

If deputed client terminates your contract for non performance or non availability of work or unethical behavior such as theft, forgery etc this contract will be terminated with immediate effect.

#### Penalty:

The employee will be working for the company for at least 1 month 10 Days (or for the duration of contract) and will be responsible for all damages causes to the company by the termination of contract within this period.

# Rules & regulations:-

- All other general rules and regulations of our organization and any changes thereof from time to time bind you.
- You must handle our company's equipment and property diligently and carefully.
- Since the position held by you is vital in terms of operations you are expected to maintain utmost secrecy and confidentiality in all matters pertaining to our operations.
- Use of personal email and web surfing / chatting for personal uses is not permitted under any circumstance.
- Any office manuals, equipments, documents cannot be carried home.
- Please make arrangements to bring two recent passport size photographs of yours.
- Your work in the Company will be subject to the rules and regulations of the Company, as promulgated and modified from time to time in relation to your conduct, discipline and other matters.

In addition to the above, all such rules and regulations as may be in operation at the time of your accepting the appointment with the Company and as may be amended or altered from time to time at the discretion of the Company, will also apply to you.

This Agreement constitutes the entire understanding between the Company and the Technical Consultant relating to the employment of the Technical Consultant by the Company and supersedes and cancels all prior written and oral agreements and understandings with respect to the subject matter of this Agreement.

After having read all conditions please sign the duplicate copy of this letter attached herewith confirming that you have read & understood the contract written in English.

ข้าพเจ้าได้อ่านและเข้าใจข้อความในสัญญานี้โดยตลอดแล้ว จึงลงลายมือชื่อไว้เป็นสำคัญและยึดถือไว้ฝ่ายละฉบับ.

We look forward to working together to build a successful business.

Kind Regards,

Mr. Hemant Upadhaya Finance Director I accept the above terms and conditions,

Mr. Itthipon Treetodbadee Technical Consultant

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