



One Smarter, Inc.

**6/13/2025**

Gaurav Dhale  
MAHARASHTRA  
India

Dear Gaurav,

Thank you for exploring career opportunities with One Smarter, Inc., USA. You have successfully completed our selection process, and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of Jr. Python Developer. Your gross salary, including all benefits will be INR 30,000 per month), as per the terms and conditions set out herein. You are responsible for all other deductions and taxes as required by Indian laws and regulations.

Your joining date is June 1, 2025.



## **TERMS AND CONDITIONS**

### **1. Probationary Employment Period**

The first ninety (90) days of employment shall constitute a probationary period during which time the Employer may, in its sole discretion, terminate the Employee's employment for any reason without notice or cause. During this period, the Employee will be afforded the opportunity to demonstrate their suitability for full-time employment. Upon satisfactory completion of the probationary period, as determined by the Employer, the Employee's continued employment will be confirmed.

### **2. Working Hours**

Your working hours are governed by US law. You may be required to work in shifts and/or overtime depending upon the business exigencies.

### **3. Mobility**

One Smarter, Inc. reserves the right to transfer you at any of its offices, work sites, or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

### **4. Compensation Structure / Salary components**

The compensation structure/salary components are subject to change as per One Smarter, Inc.'s compensation policy from time to time at its sole discretion.

### **5. Increments and Promotions**

Your performance and contribution to One Smarter, Inc. will be an important consideration for salary increases and promotions.

### **6. Alternative Occupation / Employment**

Either during the period of your traineeship or during the period of your employment as a confirmed employee of One Smarter, Inc., you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of One Smarter, Inc.

### **7. Confidentiality Agreement**

As part of your acceptance of this appointment as an employee with One Smarter, Inc., you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of One Smarter, Inc., and its clients which may be revealed to you by One Smarter, Inc., or which may in the course of your engagement with One Smarter, Inc., come into your possession or knowledge unless specifically authorized to do so in writing by One Smarter, Inc. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Appendix 1.

### **8. Code of Conduct**

You are required to sign the One Smarter Code of Conduct and follow the same in your day-to-day conduct as an employee of One Smarter, Inc.



## 9. Notice Period

During your tenure with One Smarter, Inc., either you or One Smarter, Inc. may terminate your traineeship / employment under this Agreement by providing 30 days written notice. If your services, behavior and/ or performance are not found satisfactory, One Smarter, Inc. may terminate your services by giving notice as mentioned herein above. No notice or payment in lieu thereof shall be applicable if your services are discontinued/terminated on account of any misconduct either during your traineeship period or upon completion of the traineeship period.

## 10. Background Check

Your association with One Smarter, Inc. will be subject to a background check in line with One Smarter Inc.'s background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavorable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

## 11. Submission of Documents

Please note that you should initiate and complete the submission of mandatory documents as soon as the offer letter is accepted (subject to availability of the documents).

- a. Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary.
- b. Aadhaar Card
- c. Standard X and XII/Diploma mark sheets & Certificate
- d. Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of graduation
- e. Degree certificate and mark sheets for all semesters of your post-graduation (if you are a postgraduate)
- f. An affidavit/notarized undertaking (Non-Criminal Affidavit stating:
  - i. There is no criminal offence registered/pending against you; and
  - ii. There is no disciplinary case pending against you in the university.
- g. If you were employed, a formal Relieving letter & Experience letter from your previous employer.

## 12. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes, and procedures of One Smarter, Inc., as applicable to you. Any changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect.



### **13. Compliance with all clauses**

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle One Smarter, Inc. to withdraw this offer letter anytime at its sole discretion.

### **14. Data Privacy Clause:**

(a) Your personal data collected and developed during the recruitment process will be processed in accordance with the One Smarter Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements, and specific organizational initiatives in force during your tenure in One Smarter, Inc.

(c) After you join One Smarter, Inc, there will be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed in compliance to applicable laws and the One Smarter Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to One Smarter, Inc., e.g., background check, health insurance, counselling, travel, transport and visa, payroll services, employee engagement activities, and financial and taxation services.

(e) As One Smarter Inc. is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.



### 15. Withdrawal Of Offer

If you fail to accept the offer from One Smarter Inc. within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of this Offer letter if you fail to join on the date provided in the One Smarter Joining letter, the offer will stand automatically terminated at the discretion of One Smarter, Inc.

We look forward to having you in our global team

Yours Sincerely,

For One Smarter, Inc.



Recoverable Signature

X Pete Hager

Pete Hager

COO

Signed by: 3178e4f2-6cc0-4b4b-ae20-003e8ef1d8c6

RAJURAV RAJENDRA DHALE

*Cesdhale*  
01/06/2025

Encl.

Appendix 1 - Confidentiality and IP Terms



## Appendix 1

### Confidentiality and IP Terms and Conditions

#### 1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of One Smarter, Inc. (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or knowledge of the employee and shall include the following:

- (a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by One Smarter, Inc. or the employee in the course of or in connection with or arising out of the employee's association with One Smarter, Inc. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software;
- (b) All other information and material of One Smarter, Inc. relating to design, method of construction, manufacture, operation, specifications, use and services of the One Smarter, Inc. equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of One Smarter, Inc.);
- (c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to One Smarter, Inc., if disclosed;
- (d) Customer and prospective customer lists; and
- (e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the employee in the course of or arising out of the association with One Smarter, Inc. or while in or in connection with or for the purposes of his/her association with One Smarter, Inc. or any of the operations and entrusted by One Smarter, Inc. to the employee.



## 2. **s Obligations**

The employee agrees to treat the Confidential Information as strictly confidential and a trade secret of One Smarter, Inc. Employee agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by One Smarter, Inc. or to a person having a valid contract with or need under One Smarter, Inc., any Confidential Information. Upon termination of employment, the employee agrees to surrender to One Smarter, Inc. all Confidential Information that he or she may then possess or have under his or her control.

## 3. **Intellectual Property Rights**

The employee agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to One Smarter, Inc. and the employee shall have no right title or claim of any nature whatsoever in the Confidential Information. The employee shall promptly disclose to an authorized officer of One Smarter, Inc. all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with One Smarter, Inc., including in the course of provision of services to the Clients of One Smarter, Inc. and employee hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in One Smarter, Inc. and agrees to transfer and assign to One Smarter, Inc. any interests employee may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of One Smarter, Inc., employee shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by One Smarter, Inc. to perfect the title of One Smarter, Inc. in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by One Smarter, Inc., but employee shall co-ordinate in filing and / or prosecuting any such applications. employee hereby expressly waives any "artist's rights" or "moral rights", which employee might otherwise have in such intellectual property rights.



#### **4. Prior knowledge**

The employee acknowledges that prior to his or her appointment by One Smarter, Inc., he or she had no knowledge of the Confidential Information of One Smarter, Inc. and that such Confidential Information is of a confidential and secret character and is vital to the continued success of One Smarter, Inc.'s business. The employee further acknowledges that he or she is employed with One Smarter, Inc. in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of One Smarter, Inc. in such Confidential Information, it is necessary for One Smarter, Inc. to protect such Confidential Information by holding it secret and confidential.

#### **5. Use of third-party material.**

The employee expressly agrees that it shall not in the course of his or her association with One Smarter, Inc. and while working on the premises or facilities of One Smarter, Inc. or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of One Smarter, Inc., use any third party material or intellectual property rights except those intellectual property rights provided by One Smarter, Inc. or expressly authorized by One Smarter, Inc. or without having proper authorization or license or approval of the respective owner of such intellectual property rights.

#### **6. Security policies and Guidelines.**

The employee agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, security and confidentiality of One Smarter, Inc. in force from time to time whether expressly endorsed or not.

#### **7. Restriction on employee's Rights**

The employee agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of One Smarter, Inc. that is or may be revealed to him or her by One Smarter, Inc. or which may in the course of his or her employment with One Smarter, Inc. come into his or her possession or knowledge unless specifically authorized to do so in writing by One Smarter, Inc.

#### **8. No License**

One Smarter, Inc. and the employee agree that no license under any patent or copyright now existing or hereafter obtained by One Smarter, Inc. is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to employee of the Confidential Information.



## 9. Equitable Rights

The employee acknowledges that any Confidential Information that comes into the possession and/or knowledge of the employee is of a unique, highly confidential and proprietary nature. It is further acknowledged by the employee that the disclosure, distribution, dissemination and/or release by employee of the Confidential Information without the prior written consent of One Smarter, Inc. or any breach of this Agreement by employee will cause One Smarter, Inc. to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, One Smarter, Inc. shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.