



30/12/2019

Vinayak Sharma

Sub: Offer Letter

Dear Vinayak,

Thank you for investing your time to pursue an opportunity with Sensegrass (trade name of Senselink Technology Pvt. Ltd.). We are delighted to offer you the position of **Full-Stack Developer** on Full-Time Internship basis at Sensegrass.

Following are the terms and conditions connected with your employment:

1. Employment Conditions:

Our Employee remote work policy outlines our guidelines for employees who work from a location other than our offices. We want to ensure that both employees and our company will benefit from these arrangements. Your services will be governed by general service conditions as given below:

- a. *Employment Period:*** The employment shall be starting from **01/01/2020** onwards. During the employment, you will be under the Guidance of a mentor assigned later at Sensegrass.
- b. *Working Hours:*** The regular working hours will be from Monday to Friday starting from 8:00 a.m. to 5:00 p.m. during which you may be expected to report your work status. In other respects, working hours are flexible and only expects your task delivery under a set timeline.
- c. *Code of Conduct:*** You are expected to operate with the highest degree of initiative, economy, efficiency and responsibility. You will at all times act bearing in mind the best interests of the company
- d. *Termination:*** During the employment period, however, the company has the sole right to terminate your services without giving any notice in case of low performance or disciplinary issues.
- e. *Confidentiality:*** In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the confidentiality policy of the company. Therefore, you must ensure that you maintain confidentiality of all the

information made available to you during the employment programme, and you shall not divulge or disclose any such Confidential Information even after the termination of the employment, directly or indirectly without explicit consent of the Company.

- f. **Protection of Interest:** If you conceive any new or advanced methods of improving process / formulae / system in relation to the operation of the Company, such development should be fully communicated to the company and will be and remain the sole right / property of the company.
- g. **Resignation:** In the event of discontinuation of employment, the employee will have to give a two weeks prior notice in writing. However, your notice of discontinuation shall be subject to the terms and condition stated in the Service Agreement. Resignation can only be accepted after one month of service.
- h. The position offered is a three (3) months unpaid Internship. The end of the term concludes the legality of this document and a new offer letter is issued if a paid employment term is offered and held in the company.
- i. Your payment term is strictly confidential between you and the Company. You will be obliged to maintain absolute secrecy of the terms and conditions.

2. **Our Principles of Responsibility**

As an employee of the Company, you shall always abide by the Principles of Responsibility of the Company, a copy of which shall be separately provided to you. You clearly understand that any conduct which is not compliant to the said Principles shall be treated gross violation of the terms of your contract with the Company. In particular you shall inter- alia comply with the following:

A. **CONFIDENTIALITY:**

- a. You understand and agree that the Company is engaged in a highly competitive business; that the Company has invested considerable resources of its time and money in developing its products, services, supply sources, vendors, goodwill, clients, techniques, client lists, manuals, software, drawings, designs, technical data tools, records, documents, and other trade secrets and confidential information; that the success of the Company depends, among other things, Upon maintaining strict secrecy of the Confidential Information and that upon and during your Employment the Company has provided and will provide you access to valuable knowledge. Regarding the Company's trade secrets and confidential information, and that the Company's

willingness to employ you and to provide you access to its trade secrets and confidential information is strictly conditioned upon:

- i. the protection of the Company's trade secrets and confidential information for the Company's sole and exclusive benefit,
- ii. the retention of your expertise and leadership for the sole and exclusive benefit of the Company, and not for any competitor, and
- iii. the protection of the Company against your use for the benefit of any competitor of the valuable skills you will acquire, develop and/or refine by virtue of employment with the Company under this Agreement.

You will not at any time, without the consent of the Appointing Authority, disclose or divulge or make public except on legal obligation any information about the Company's business and affairs or secrets whether the same may be confided to you or become known to you in the course of your services with the Company or otherwise, to any other individual or Institution or any customer, while in the services of the Company or even after you leave the services.

- b. You shall not, without the prior written consent of the Company (which may be given or withheld at the absolute discretion of the Company), whether directly or indirectly, publish any opinion, fact or material or deliver any lecture or address or communicate with any representation of the media or at any public forum any Confidential Information.
- c. You acknowledge and agree that in the event of any breach of any covenant or promise set forth herein, the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief.

The term "**Confidential Information**" as used in this Agreement shall mean and include any information, manufacturing process, data, drawings, designs and know-how, marketing strategy, customer database, vendor details, client lists, manuals, records, documents relating to the business of the Company or that of any parent, subsidiary or affiliate of the Company (**Group Company**) that is disclosed to an employee by the Company or known by an employee as a result of his/her employment with the Company and not generally within the public domain (whether constituting a trade secret or not).

B. INTELLECTUAL PROPERTY RIGHTS:

Any Inventions in whole or in part conceived, made or reduced to practice by you (either solely or in conjunction with others) during or after the term of your employment by the Company which are made through the use of any of the Confidential Information or any of the Company's equipment, facilities, supplies, trade secrets or time, or which relate to the Company's business or the

Company's research and development, or which result from any work performed by you for the Company shall belong solely and exclusively to the Company and shall be deemed part of the Confidential Information

for purposes of this Agreement, whether or not available in a tangible medium of expression. Without limiting the foregoing, any such Inventions will be deemed to be “works made for hire” and the Company will automatically be deemed to be the owner thereof, provided that in the event and to the extent such works are determined not to constitute “works made for hire” as a matter of law, you hereby irrevocably assign and transfer to the Company all right, title and interest in and to any such Inventions, including but not limited to all related patents, copyrights and all applications therefor and filings and notifications with respect thereto.

C. NON-SOLICITATION & NON-COMPETITION:

- (i) In consideration of your rights under this Agreement, you shall not, during the course of employment under this agreement and for a period of one (1) months after the date of termination of employment, whether directly or indirectly and whether on your own account or otherwise:
 - a. canvass, solicit or entice away the Company’s business from any of the customers or vendors of the Company; or
 - b. induce or seek to induce any employee of the Company to leave his employment with the Company; or
 - c. offer employment or an engagement to any employee of the Company or any Group Company.
- (ii) You shall not, during the course of your employment and during the mandatory notice period of three (3) months, subject however to the full and proper handing over charge of obligations and assets, whether directly or indirectly and whether on your own account or otherwise, be employed, engaged, concerned or interested in any trade, occupation or business which is the same or similar to, or which, in the opinion of the Company, is in competition with or is likely to be in competition with the Company or any Group Company in any geographic area in which the Company or such Group company actively engages in or intends to engage in.

D. GENERAL CONDUCT:

You shall abide by all employees related rules, regulations and policies as may be in force from time to time.

You shall follow the guidelines as per the Company’s Code of Conduct, including but not limited to:

- (i) all official procedures of the Company
- (ii) immediately inform your superiors of any risks known to you,
- (iii) not accept any monetary/non-monetary gift, reward, payment or benefit from any supplier or customer of the Company,
- (iv) not make any offer or grant any payment or benefit to any person or organization in exchange for obtaining any contract or orders,
- (v) not hold any personal interest in any supplier or a competing business with any person,
- (vi) comply with the confidentiality covenants contained herein,

- (vii) avoid any behaviour or action which harms or may harm the integrity or interests of the Company,
- (viii) in case of possession of price-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- (ix) act independently, professionally and honestly with all external business contacts.
- (x) avoid conflict of interest, entangling professional and personal interests, or any appearance of such entanglement,
- (xi) not enter into private transactions with suppliers and other business contacts of the Company (such as brokers) and not enter into transactions for and on behalf of the Company on terms and conditions other than those used by the Company in the normal course of business,
- (xii) you shall obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently,
- (xiii) you shall work in cooperation and coordination with other employees so as to facilitate an efficient workflow
- (xiv) If it is found that you have misrepresented any information in your application for employment or at the time of interview, or have furnished any false.
- (xv) Information or have concealed or suppressed any relevant material facts, your services are liable to be terminated any time, without any notice or compensation in lieu thereof.

E. EQUAL EMPLOYMENT OPPORTUNITIES

The company and its policies actively promote the principles and practices of equal opportunity in the workplace. Harassment and discrimination of any form is taken seriously and may result in termination of employment.

- F.** As a rule, all employees of the Company are forbidden from receiving gifts in any form, either monetary or in kind or interests from outside parties having an interest in or doing business with the Company without the prior written approval of the Managing Director.
- G.** You must not use your position in the Company for private gain for yourself or for persons with whom you have personal, business, or financial relations or ties. As a representative of the Company, you must avoid actions that could reasonably be expected to adversely affect, or to give the appearance of adversely affecting, the independence and objectivity of your judgment, interfere with the timely and effective performance of your duties and responsibilities, or bring discredit to the Company.
- H.** You are not authorized to issue any certificate to any employee, customer or supplier of the company without having prior written permission from the management in this regard.
- I.** You shall be responsible for the safekeeping and return in good condition and order, all company property entrusted in your care and charge. The company reserves the right to deduct the money value

of such articles or take such action as may be deemed proper, in the event of failure to account for such property to its satisfaction.

Above condition/s have been explained to you; and after seeking appropriate advice you have confirmed your understanding of the same in clear terms. You acknowledge the above conditions as absolutely reasonable in scope, time and absolutely necessary for the protection of the Company's legitimate interests and agree that the knowledge of Company's Confidential Information and trade secrets to which you will gain access constitute a good, sufficient and adequate consideration for the same. Any breach of the above shall be considered a material breach of contract and Sensegrass reserves the right to take appropriate legal action for remedy of the same.

3. Pre-condition for Employment:

This letter is issued on the understanding that all the information given by you in our application is correct, true and complete. If it is found at any time that the information given by you is not correct and true and/or you have knowingly suppressed any information, or there is any misrepresentation with regard to academic education, background or work experience the Company will have the right to discontinue your employment with us, at any time and without any notice or compensation. This offer stands cancelled if you do not join on the reporting date unless agreed otherwise.

We are excited to welcome you to the Sensegrass family.

Kindly confirm your acceptance of the above conditions by signing and returning the duplicate copy of this letter.

For Sensegrass (trade name of Senselink Technology Pvt. Ltd.)

Vinayak Sharma

Full-Stack Developer - Intern

I have read, understood and accepted the above. I understand that the terms and conditions are pre- conditions to my being offered employment with the company. I am under no obligation or duress to accept these terms and conditions of employment. I accept them of my own free choice and will.

Signature: 
Date: 12/30/2019

Name: Vinayak Sharma

Expected Date of Joining: 30/12/2019