



Web Skitters Technology Solutions Pvt. Ltd.
Bengal Eco Intelligent Park, Unit No-7E,
7th Floor, Block-EM, Plot-9, Sector-V,
Salt Lake City, Kolkata-700 091
Tel: 033-46014753
www.webskitters.com

Mr. Sourajit Maity

Address: Plaza Housing, Shibrampur, Kolkata-700061

Subject: Appointment Letter

Dear Sourajit,

We are pleased to inform you that you are hereby appointed as **"Software Developer"** in our Organization with the following terms and conditions as stated below:

1. Your joining would be effective from **1st July, 2021**.
2. You will be posted at our H.O. in Salt Lake.
3. Your Cost to the Company (CTC) would be **Rs. 3,72,000/- (Three Lakh Seventy Two Thousand Only) Per Annum**.
4. All appointments into the Company will be made subject to a probationary period of three calendar months. At the end of the probationary period, and subject to a satisfactory report by the appropriate head or line manager, employees will be notified in writing that they have successfully completed their probationary period. The probationary period can be extended by a further 3 months should the individual's line manager consider this appropriate.
5. You will be entitled to statutory and service benefits and be governed by discipline and other rules existing or may come into existence from time to time, as and when applicable as per rules of the Company and such other benefits as applicable to employees in force from time to time to the location / place wherever you are working.
6. Your future increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance, business conditions and other parameters fixed from time to time at the discretion of the management and shall not be considered merely as a matter of right.
7. You shall retire from the services of the Company on attaining 58 years of age. Your date of birth for the purpose of Company's record is entered as **January 23, 1993** as per photo copy of age proof submitted by you.
8. During the tenure of your services, you will wholly devote yourself to the work assigned to you and will not undertake any other employment either on full or part time basis without prior permission of the Company in writing. Any contravention of this condition will entail termination of your services from the Company.

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7/2/2022



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9. Normal working hours of **9.30 hours** on weekdays and having holidays in Saturday & Sunday (These policies change from time to time and are part of general terms which are applicable to all members of Webskitters) Due to the nature of your work, you understand that different hours or additional hours of work maybe required and you agree to waive any claim for Overtime allowances or pay.

Shift Timings as: - There are flexible shift timings as,

9.30 am to 7.00 pm
10.00 am to 7.30 pm
10.30 am to 8.00 pm
11.00 am to 8.30 pm
11.30 am to 9 pm

The shift timing depends completely on the nature of work and upon the team coordination.

10. You will keep the Company informed of any change in your residential address that may happen during the course of employment of your service with the company.
11. **Intellectual Property:** All work or Intellectual property developed or discovered by you during your tenure with the company shall become the property of the company. All Intellectual Property Rights, including but not limited to Patents, Copyrights, Designs, Trade Marks, Case Studies, Articles, Blog Entries and solutions developed by employee during his employment or using the company infrastructure, or while performing or discharging official duties shall be the sole and exclusive property of the company and the same shall be deemed to be "work made for hire". The employee agrees not to represent these IP assets as his own and to remove any usage of the same from his personal properties. Also the employee agrees not to misuse the IP against the interests of the company.
12. **Separation Policy:** Both the company and employee will provide a notice of at-least **45 working days**. Based on company's requirement, management can extend or shorten your LWD (Last Working Day) at any point of time, if the employee disobeys the management's decision, then company is not liable to provide any documents as well as "Full and Final" payment. If you are absent without notice or exceptional or emergency conditions for more than or equal 5 days, then your employment will be automatically terminated with effect from first day of absent. However, within your probation period, if your performance is not up to the mark as well as unconditional / non-reportable absenteeism, then the company is not obligated to provide any notice period and it may lead to on spot termination. If you leave the organization without completing notice period and proper handover of the work, asset and other data and documents assigned/received during the employment or without completing the tenure of your agreed period of association with Webskitters as per bond executed as the case may be company has right to liquidate a bond or recover last two month salary. If you leave the company within 6 months of DOJ, then company is not bound to provide any experience certificate or release letter. The employee will return all assets, company property, manuals, records, and other confidential Information in his or her possession as well as company equipment on the last working day to the company. In addition, the employee agrees to provide all access details to online services, client and prospect engagement details and other inputs that the employee knows will be useful or any inputs requested by the employer.

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The employee confirms it shall not access any of the company's or its client's servers or software systems regardless of whether his access credentials are active or not.

13. Knowledge Transfer (KT):

In this process the resigned member will transfer all the project details and work related knowledge to the current team member who is eligible of taking the responsibility completely. And this transfer will be documented and signed by both the parties in the presence of the project manager. Unless and until the current member assures that he/ she has completely gained the knowledge or the transfer is done completely, the Company has the full right to hold back the release process of that resigned member.

14. During the term of your employment with the company and post-employment termination you agree that you will:-

- A. NOT DISCLOSE ANY CONFIDENTIAL INFORMATION (As listed but not limited to in Para E below) OF THE COMPANY OR ITS CUSTOMERS INCLUDING ALIAS NAME, PROSPECTIVE AND POTENTIAL CUSTOMERS TO ANY 3RD PARTY, AND SHALL NOT SOLICIT THE CUSTOMERS OR PROSPECTS OF THE COMPANY FOR ANY FORM OF BUSINESS OR COMMERCIAL EMPLOYMENT TO THE DETRIMENT OF THE COMPANY, EITHER DIRECTLY OR INDIRECTLY, DURING YOUR EMPLOYMENT AND FOR A MINIMUM PERIOD OF TWENTY FOU (24) MONTHS FROM THE DATE OF TERMINATION. FOR THE PURPOSE OF THIS SECTION, "INDIRECTLY" SHALL MEAN THROUGH ANOTHER PERSON OR COMPANY AS AN AGENT.
- B. NOT SOLICIT ANY EMPLOYEE OR CONTRACTOR OF THE COMPANY DIRECTLY OR INDIRECTLY (E.G. BY PROVIDING REFERENCES FOR EMPLOYMENT/EMPLOYMENT ELSEWHERE) EITHER FOR EMPLOYMENT ELSEWHERE OR OTHERWISE WHICH WOULD CAUSE A LOSS OF RESOURCES TO THE COMPANY. IF COMPANY GETS ANY VALID PROOF IN SUPPORT OF THE AFOREMENTIONED TERMS THEN CAN INITIATE A PROSECUTION AGAINST BOTH THE EMPLOYEES (REFERENCER/REFEREE)
- C. NOT USE ANY COMPANY OWNED ASSET , ANY SOFTWARE OR DEMO CASE STUDIES / ARTICLES, TOOLS, DATABASES, DOCUMENT TEMPLATES OR PROJECT CODE EITHER ONLINE OR OTHERWISE FOR ANY PURPOSE OTHER THAN FOR THE BENEFIT OF THE COMPANY AND ONLY DURING THE PERIOD OF EMPLOYMENT. IF IN ANY CASE COMPANY DATABASE OR OTHER ASSETS ARE MISUSED, TEMPERED, COPIED OR SHARED WITH ANYONE INSIDE/OUTSIDE THE COMPANY PREMISE WITHOUT AUTHORIZATION THEN PROSECUTION WILL BE INITIATED AGAINST HIM/HER.
- D. NOT REPRESENT THE COMPANY AS ITS LEGAL REPRESENTATIVE AND MAKE ANY AGREEMENTS ON BEHALF OF THE COMPANY UNLESS YOU ARE AUTHORISED ON A CASE-TO-CASE BASIS. YOU ALSO AGREE NOT TO DO ANY OTHER WORK DURING YOUR EMPLOYMENT PERIOD THAT MAY BE COMPETITIVE OR AGAINST THE INTERESTS OF THE COMPANY.



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- E. NEITHER DISCLOSE TO ANY PERSON NOR USE FOR ANY PURPOSE OTHER THAN COMPANY'S BUSINESS ANY INFORMATION THAT YOU MAY ACQUIRE DURING YOUR PERIOD OF SERVICE WITH THE COMPANY, INCLUDING BUT NOT LIMITED TO FINANCIAL INFORMATION, CUSTOMER LIST, EMPLOYEE LIST OR INFORMATION, TECHNICAL KNOWHOW, MARKETING AND CORPORATE PLANS ETC. YOU ALSO AGREE NOT TO SOLICIT ANY CUSTOMER OR PROSPECT YOU WORKED WITH DURING THE EMPLOYMENT FOR ANY DIRECT BUSINESS OR TRANSACTION.
15. While you are in employment of the company, you may be given or handed over company's property and / or equipment for official use and you shall take care of them including their upkeep. On cessation of employment with the Company, you shall return all documents, books, papers relating to the affairs of the Company, purchased with the Company's money, which may have come to you, and also any property of the Company in your possession.
 16. Any balance of advance or loan taken by you from the Company, shall be fully recovered from your salary and any other legal dues, at the time of leaving the services of the Company.
 17. While working as an employee if you enter into any business transaction with any party on behalf of the company within your permissible limits, it shall be your responsibility to ensure recovery of outstanding. If any outstanding remains at the time of leaving the services of the company, it shall be your responsibility to recover for remittance to the company before you proceed to settle your legal dues in full and final settlement of your account.
 18. The company has the right to adjust against the final dues as above the cost of any equipment or company assets not returned by the employee, any shortfall in notice days by pro-rating the cost of each day based on monthly fees on COST TO COMPANY basis and any others dues to the company. The employee will repay to the company any amount, if his fees due cannot compensate for any dues to the company.
 19. Full & Final Settlements- As per company terms & policy, the employer will pay the Full & Final Settlement to Employee. The Settlement Payment will be paid within 30 to 45 days of the last working day of Employee. The Employer and Employee believe that no such kind of force savings will be added to final Settlement Payment.
 20. Any notices must be sent by post to Group Head office and via email. Other General and Standard Directives that are lawful and followed by other employees of the company and its parent owner shall be binding upon acceptance of this appointment letter.

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21. Harassment is unlawful. Each and every staff members and supervisors has a responsibility to ensure that harassment in any form to any gender especially women does not occur. "Harassment" includes any one or more of the following unwelcome acts or behavior (whether directly or by implication) such as:

- Physical/ Verbal contact and advances.
- A demand or request for unprofessional or unethical favors.
- Granting or denying job benefits based on receptivity to sexual advances.
- Other verbal (like adult jokes, abusive / vulgar/ slang language) or physical conduct etc.
- Offensive working environment.
- Showing adult content or other offensive or derogatory pictures, cartoons, representations, graphics, or sayings.

Anyone found to have harassed another person will be subject to disciplinary action that may include an apology, counseling and which might lead to termination of service. WebSkitters will afford natural justice to any person involved in a dispute.

Once again, we are extremely pleased to have you at WebSkitters and extend a very warm welcome.



Suman Bhattacharjee
Vice President (HR)
WebSkitters Technology Solutions Pvt. Ltd.

I **SOURAJIT MAITY** fully agree to the terms set forth above and accept this Letter of Appointment.

Date: 01.07.2021

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