



**SM Web Solutions Pvt. Ltd.**

*The Complete Solution*

**26<sup>th</sup> October, 2020**

Yogendra Yadav,  
B 303 Anna Sagar Apt. Baba Nagar  
Tulinj Rd. Nagindas Pada Nalasopara(E)  
Mumbai- 401209

Dear Yogendra,

We are pleased to offer you a position as Associate QA Engineer in our organization.

Your gross annual fixed compensation will be Rs. 1,80,000/- and will be structured in accordance with the company's policy, inclusive of allowances and statutory benefits.

Your employment will be governed by the rules, regulations and policies of the company.

The terms of this offer shall remain confidential and cannot be disclosed to any third party.

We believe you have a successful career ahead of you and look forward to your joining us.

Yours sincerely,

For SM Web Solutions Private Limited

For - SM Web Solutions !  
*S. M. Danish*  
Director

Director

I hereby accept the terms of the above offer.

Name: **Yogendra Yadav**

Signature:

Expected Date of Joining: **26-10-2020**



## TERMS OF EMPLOYMENT

Your employment at SM Web Solutions Pvt. Ltd. will be governed by company policies as modified from time to time. In particular and without prejudice to foregoing statement, some of the more significant terms and conditions that govern your employment, subject to modifications from time to time are detailed below.

### 1. Probation

- 1.1 Your offer has been made based on the information furnished by you. If there is a discrepancy in the information furnished the offer of employment made by company shall be deemed to be void.
- 1.2 You shall be on probation for a period of one month from the date of joining. The Company may, at its sole discretion, extend the period of probation for the further period of three months.
- 1.3 Unless otherwise communicated to you in writing, your services with the company shall stand confirmed at the end of the period of probation.

### 2 Hours of Work

- 2.1 Working days will be from Monday till Saturday every week. A working day comprise of eight working hours from 9:30 AM to 6:30 PM, including one hour lunch break.
- 2.2 When you work on client's premises, your working hour will be governed by client's working policies.

### 3 Salary and Benefits

- 3.1 Salary shall be reviewed on annual basis at the beginning of each financial year and you shall be notified of amount of your salary entitlement for the succeeding year, depending upon your performance during the year.
- 3.2 Notwithstanding the provision of clause 3.1, you acknowledge that it is the Company policy to review the salary payable to its employees for successive financial years and such reviewed salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.
- 3.3 Salary shall be paid by equal monthly installments and shall be subject to statutory and other required deductions.
- 3.4 The term 'financial year' denotes the period starting from 1<sup>st</sup> April and ending on 31<sup>st</sup> March of the following calendar year.

### 4 Leave Entitlement Policy

- 4.1 There shall be a leave entitlement policy announced or modified from time to time by the Company applicable to you.
- 4.2 You will not be entitled for leave during the probation period.
- 4.3 When you are on client assignment, your leave policy will be governed by client's working policy.
- 4.4 If you absence is considered leave without pay by client then so will be treated by the company.



## 5 Overseas Deployment Policy

5.1 You may be asked to go to overseas on client assignment.

5.2 Depending on the geography of deployment, you will be required to sign separate sheet of terms and conditions.

## 6 Notice period

6.1 Either the company or you may at any time terminate this agreement by giving one month notice in writing.

## 7 Confidentiality

7.1 You agree at all times as part of your employment with the Company, you will be imparted certain information which is confidential in nature to the Company and, therefore, during the term of your employment and thereafter (without limit of time); you shall (a) hold the Confidential Information in strict confidence, and not to use or attempt to use the same, except for the benefit of the Company, and (b) not disclose or divulge the Confidential Information to any person or entity without written authorization of the Company.

7.2 For the purpose of Clause 6.1, "Confidential Information" means any Company proprietary or confidential information, technical data, trade secrets or know-how, whether (oral or written or in electronic format and whether marked confidential or not), including but not limited to research, business plans, contact information, products, product improvements, services, projects, proposals, all work produced by you whether during normal working hours or not, computer program, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom you become acquainted), markets, software, developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by the Company in any country or jurisdiction (until the same is available to public).

## 8 Non-Compete

8.1 You accept that during the term of your employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business which shall be in competition with the business of the Company.

## 9 Indemnification

9.1 You agree to indemnify the Company for any losses or damages sustained by the Company caused by or related to your breach of any of the provisions contained in the Terms of Employment.

I have read, understood and agree to the terms and conditions as set forth in this letter.

Signature:

Name: Yogendra Yadav

Date:

Location: