

Offer Letter

I. <u>Designation: Web Application and Website Developer</u>

Job Title: Your title will be **Web Application and Website Developer**, and you will report to the Company's Web Developer & Head of Dept.

Work Schedule: This is a full-time position requiring your time and attention during the weekdays. Your regular weekly schedule will be <u>Monday to Saturday 10:00-19:00 hours</u>. This work module is purely WFO [Work from Office] as no pandemic restrictions, are applicable, any more.

Employment Relationship: This is an agreement between you and the Company on the terms of Employment with the Company, **ZAP Web Media Solutionz.**

You are employed in the company full time. You will not be employed by any other Company or offer your services with or without pay to any physical person, legal entity, or public authority or to be occupied in your own business without the prior written permission of the company.

Probation: Your probation period will 3 months from your date of joining, [90 days] after which your performance will be appraised. You will be confirmed in your appointment in writing on successful completion of the said probationary period.

Your employment with the Company will be "at will," meaning that the Company may terminate your employment at any time and for any reason, with or without cause. In case if you wish to cease working for the company then you have to serve a one months' notice period. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the nature of your employment may only be changed in an express written agreement signed by you and a duly authorized by company's representative (other than you). Amendments to the above terms and conditions, if any, will be made in writing.

Salary: The Company will pay you an annual package once your probation period is over and your status changes to being a confirmed employee of the company. During the probation period, your salary will be Rs. 12,500.00/month. Your package of Rs. 1,50,000.00 per annum, payable in accordance with the Company's standard payroll schedule, beginning the 91st day of your joining date, or the 1st day after probation period, and you will receive your first [post probation] pay on 5th day of every month. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect at the time.

Physical and mental fitness: This offer is subject to your being found medically fit at the time of your joining and remaining fit during the tenure of your employment with us. The Company reserves the right to terminate your employment should you be found unfit at any point in time during the course of your employment and under such circumstances, the notice period specified in Clause above shall not apply.



Tax Withholding: All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

Tax Advice: You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

II. Bonus/incentive potential

In addition, you will be eligible to be considered for an incentive bonus for each fiscal year of the Company. The bonus (if any) will be awarded based on objective or subjective criteria established by the Company's Chief Executive Officer and approved by the Company's Board of Directors. Any bonus for the fiscal year in which your employment begins will be prorated, based on the number of days you are employed by the Company during that fiscal year. Any bonus for a fiscal year will be paid within 2 months after the close of that fiscal year, but only if you are still employed by the Company at the time of payment. The determinations of the Company's Board of Directors with respect to your bonus will be final and binding.

III. Employee benefits

As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits.

The Company offers a comprehensive employee benefits program, including:

Flexible Hours: You will be eligible for work-from-home on certain days if applicable. You can also occasionally adjust your daily working schedule upon manager's approval, should you have any personal commitments.

Vacation Policy: You will be eligible for a limited number of days of paid vacation leave per year subject to approval and a prior notice of 15 days in advance. Paid time off is additional to sick days, bank holidays and days that the company does not operate.

IV. Privacy and confidentiality agreements

Privacy Agreement: You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, log files, domain and hosting details, passwords, confidential files, access to and dissemination of employee personal information will be in accordance with privacy legislation.

Intellectual property rights non-disclosure and conflict of interest undertaking policy:

While you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company (e.g. freelance coding work for our competitor.) By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.



Cont'd.: Furthermore, in course of your employment with the Company you will have access to certain confidential and proprietary information of the Company / parent company / subsidiaries and their activities. You will not at any time without the written consent of an authorized signatory of the Company disclose divulge or make public except on legal obligations any information related with Company's affairs or administration or research carried out whether the same may be confided to you or become known to you in the course of your employment or otherwise.

Further if you conceive any new or advanced methods of improving process / formulae / systems in relation to the business / operation of the Company and / or any of its subsidiaries such development will be fully communicated to the Company and will remain sole right / property of the Company. The copyright for any software and other rights derived from the results of development and research through the research and development including without limitation right to apply for patent, copyright for the software technical documents and technical shall be that of Company.

You shall not disclose either during your employment or afterwards, by word of mouth or otherwise any information / details / particulars pertaining to any technical, scientific, administrative policy matter including financial details pay packages / profile of employees and / or any other matter concerning the management or any of its subsidiaries etc. and / or any other matter / information / knowledge and / or skill that you may come to know / acquire during your employment with the management / its subsidiaries / any other concern where you may be posted during your employment.

In due course of your employment period, any communication with company's clients shall be strictly done using company's email ID and not personal IDs. In case of having a verbal communication with the company's clients, the minutes of the conversation shall be documented for further and future reference. In case of your absence or inability to communicate, the same can be taken up by another representative of the company.

I. Termination conditions

The Company reserves the right to terminate employment of any employee for just cause at any time without notice and without payment in lieu of notice. The Company will be entitled to terminate your employment for any reason other than for just cause, upon providing to you such minimum notice as required by the policies of the company and by law. Upon termination by either party, you will immediately hand over to the Company all property belonging to the Company and / or relating to its business, including but not limited to any Laptop, Mobile Instrument including SIM Card. Brochures, Specification, Formulae, Books, Documents, Market Data, Cost, Literature, Drawings, Effects or Records, etc. and you undertake of all such material before processing your final settlement.

Should any dispute arise out of or in relation to this Letter of Appointment and the matters dealt with therein, the same shall be referred to arbitration by a sole arbitrator to be appointed by the HR Head. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and the venue of the Arbitration shall select as per the law and relevant authorities. The terms and conditions of this letter shall be governed and construed in accordance with the laws of India and subject to the provisions as to resort to arbitration, in the event of any dispute arising out of this letter, the Courts of law, only shall have jurisdiction. The invalidity or unenforceability of any part of this Contract shall not affect the binding effect of the rest of the letter



II. <u>Interpretation, Amendment and Enforcement</u>

This letter agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company and constitute the complete agreement between you and the Company regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

You may indicate your agreement with these terms and accept this offer by signing and dating this agreement at the earliest. Upon your acceptance of this employment offer, **ZAP Solutionz** will provide you with the necessary paperwork and instructions.

Please sign the enclosed copy of this letter and return it to us at the earliest to indicate your acceptance of this offer.

We take this opportunity to wish you many years of a rewarding and mutually enriching association with **ZAP Web Media Solutionz.**

We are confident you will be able to make a significant contribution to the success of the company and look forward to working with you.

Welcome Aboard...!!!

Sincerely,

ZAP Web Media Solutionz

Date: 12th Of December, 2022

Moh d A ami r Moh d Amin Khan

Applicant (Name)

Applicant (Sign)

Date: 12th Of December 2022

Mohd Aamir Mohd Amin Khan

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