

## Offer Letter

**Note:-** This letter consists of 9 pages.

**Joining Date:-** 13<sup>th</sup> May 2019

**Ref No:-** DEV/LSS/122

**Dear Abhishek Soni,**

We are pleased to offer you to join Lazlo Software Solution Pvt. Ltd. As **"Software Developer"** in reporting to Manager – Application Engineering. You are expected to work with all functions in order to ensure that we achieve Customer satisfaction. As **Lazlo Software Solution Pvt. Ltd.** is based on a flat structure, your career development/progress may necessitate experience in other functions - and hence associated change in reporting relationship. Your initial posting will be at Lucknow, but you may at later date be transferred to any of the Company establishment in India or abroad.

You will receive a consolidated Stipend of **"Rs 10,000"/-** per month **(Ten Thousand only)** and included entitled to the allowances and perquisites which are available at your level. You're entitled to house rent allowance/assistance included as per the Company's rules.

The principal terms and conditions governing your contract with ourselves are set out into this letter.

If you find our offer and terms and conditions acceptable to yourself, please sign the enclosed copy of this letter and return the same to us within the same day after which our offer will lapse automatically.

Your Sincerely,  
(-----)  
For Lazlo Software Solution Pvt. Ltd.



## **GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

### **1. Location:-**

Your present place of work will be **Lazlo Software Solution Pvt. Ltd., Lucknow/ Uttar Pradesh/ India**. However, during the course of the service, you shall be liable to be posted / transferred at any associate / affiliate / sister concern to serve any of the establishments under the Company in India or abroad, at the sole discretion of the Management. For the purposes of this section it is not relevant whether such an establishment came into existence prior or subsequent to your appointment.

### **2. Commencement of Employment:-**

Your employment with the Company will commence from the date of your joining the Company subject to fulfillment of the other conditions as mentioned in this employment contract

### **3. Working Hours:-**

You will be governed by the normal working hours as existing in the **Lazlo Software Solution Pvt. Ltd.** You may be required to work in shifts and/or extended working hours, as permitted by law, if required as per business needs. The same is subject to change from time to time.

### **4. Performance Appraisal:-**

Your growth in terms of role, compensation, etc., in the Company will be based on your performance. Your salary will be subject to annual review. Salary adjustments effected at the salary review take into consideration your job performance, movement of remuneration levels, benefits and conditions. Your annual performance appraisal and compensation review will be aligned and effected from the first day of the subsequent quarter of your first anniversary, post which you will be aligned to July/October Cycle, or any other Cycle as per discretion of the Company, depending on your current DOJ/Band/Employee Group.

### **5. Mobility:-**

The Company may require you to perform duties and undertake assignments for the Company in any part of India or abroad, whether at the Company's premises or that of its customers/clients. You are also liable to be transferred to any office or branch of the Company anywhere in India or abroad. During deputation to any customer/client's premises you shall abide by the terms and conditions pertaining to such premises and Country.

**6. Deputation/ Transfer:-**

The Company may also depute you to work with any of the Group Companies or transfer your services to any Group Company. On such transfer of your employment, the present terms and conditions will cease and the employment will be governed by the terms of employment of the Company you are transferred to. You shall however be entitled to continuity of service.

**7. Data Protection:-**

You consent to the Company holding and processing, both electronically and manually, the data it collects in relation to you in the course of the employment, for the purpose of the Company's administration and management of its employees and its business and for compliance with applicable procedures, laws and regulations and to the transfer, storage and processing by the Company of such data outside the country companies have offices.

You also consent to the Company making such relevant data available to its advisors and other agencies (such as pension providers, medical and other insurance providers, payroll administrators, various regulatory authorities etc.) that provide products and / or services to the Company.

**8. Exclusivity of Service:-**

You are required to engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly

You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of the Company.

You agree not to undertake employment, whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of the Company. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at the discretion of the Company.

**9. Confidentiality & Non-Disclosure:-**

You acknowledge that the disclosure of any commercially sensitive information, trade secrets or other confidential information (which may not be readily available to competitors or to the general public) will cause significant harm to the Company.

You agree that you shall not at any time during your employment (except in the proper performance of your duties) with the Company, or at any time (without limit) after the termination thereof, directly or indirectly use or exploit for your own purposes or those

of any other person, Company, business entity or other organization whatsoever, or disclose to any person, Company, business entity or other organization whatsoever, any trade secrets of the Company or its associated companies; any confidential information relating or belonging to the Company, including but not limited to any such information relating to customers, customer lists or requirements, price lists or pricing structures, marketing and information, Intellectual Property, business plans or dealings, technical data, employees or officers, financial information and plans, designs, formulae, product lines or research activities; source codes and computer systems, software, any document marked "Confidential"; any information which you have been told is confidential or which you might reasonably expect the Company to regard as confidential, or any information which has been given to the Company or any Associated Company in confidence by customers, suppliers and other persons.

You shall not at any time during the continuance of your employment with the Company make any notes or memoranda relating to any matter within the scope of the Company's or any Associated Company's business, dealings or affairs otherwise than for the benefit of the Company or any Associated Company.

You must not make or communicate (or cause or facilitate the making or communication of) any oral or written statement to any representative of the press, television, radio or other media on any matter connected with or relating to the Company or any of its Associated Companies, without the prior written consent of the Company.

The obligations contained in this offer letter shall not apply to, any information which you are required to disclose in accordance with an order of a Court of competent jurisdiction, any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure (whether by you or a third party); any act of yours in the proper performance of the duties of your employment; any use or disclosure where such use or disclosure has been properly authorized by the Company.

Your obligations under this paragraph would continue even beyond the cessation/termination of your employment. Any violation of the above obligations/conditions shall render you liable for appropriate disciplinary action including termination of your employment.

#### **10. Notice Period:-**

During or after offer letter, your employment can be terminated either by the Company or by you, by giving the other party One month's advance notice. If the Company terminates your employment and decides to relieve you before the completion of the notice period, the Basic Salary component of the salary for the balance notice period would be paid to you and the mandatory notice period shall be deemed to be waived off. If, at your request, the Company agrees to relieve you before serving the full notice period, you will be liable



to pay the company the Basic Salary component of the salary for the balance notice period. Please note that accepting any such early, relieving request would rest entirely upon the sole discretion of the Management. Upon termination of employment for any reason, employees must comply with the Company's termination procedures.

#### **11. Termination:-**

If at any time in management's opinion, which is final in this matter, you are found non performer or guilty of dishonesty, disorderly behavior, negligence, indiscipline, absence from duty without permission or any other conduct considered by management different to our interest or in violation of one or more terms of this letter, your services may be terminated without notice.

#### **12. Documentation:-**

You may be required to sign necessary, relevant agreements with the Company as required. You will also be required to complete various formalities as per the agreements at the time of joining and during the tenure with the Company.

You may also be required to sign other agreements with the Company, as the Company may decide from time to time, in order to secure its interests as also to ensure your performance and adherence to all terms, conditions, rules and regulations defined by the Company.

#### **13. Background and Reference Check:-**

The Company conducts background verification/validation and checks of all its staff members regarding education, previous employment(s), and claims made regarding achievements in resumes/CVs. This check is conducted with the help of a third party, as and when required.

The Company may also conduct a reference check through at least two professional references submitted during the process of selection.

This Offer letter is subject to satisfactory completion of your background and reference check process. Any adverse finding at a later date would entitle the Company to terminate your employment forthwith and without notice.

#### **14. Correctness of the Details Furnished:-**

You have been appointed on the basis that the particulars furnished in your application, resume or any other document are factually correct. If, at any time before or after your joining, it transpires that you have made a false statement (or have not disclosed a material

fact) resulting in your being offered this appointment, your appointment shall be rendered null and void and thus liable to terminate forthwith.

#### **15. Arbitration :-**

All disputes arising out of or relating to this agreement or its subject matter, including disputes as to validity, performance, breach, or termination which cannot be settled by mediation, shall be resolved exclusively by arbitration between the Parties before sole Arbitrator selected, according to and applying the rules of the Indian Arbitration and Conciliation Act, 1996. The venue of the Arbitration proceeding shall be in Lucknow, Uttar Pradesh India. The language of the Arbitration proceedings shall be in English. The decision of the Arbitrator shall be final and binding upon the parties. The cost of proceeding shall be borne equally by you and the Company. No termination or expiration of this Agreement shall affect the right to arbitrate disputes.

#### **16. Other Rules and Regulations:-**

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures (and any changes made to them from time to time) of the Company as applicable to you.

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / member / employee of any other organization or entity engaged in any form of business activity without the prior written consent of the Company. The consent may be given subject to any terms and conditions that the Management may think fit, and may be withdrawn at its discretion.

#### **17. Warranty and Undertaking :-**

You represent and warrant that you are not subject to any agreement, arrangement, contract, understanding, court order or otherwise, which in any way directly or indirectly restricts or prohibits you from fully performing the duties of your employment or any of them, in accordance with the terms and conditions of this Agreement.

#### **18. Suspension:-**

If you are suspected of any misconduct, you shall be liable to be suspended from service pending or in the observation/enquiry of the same. During the first 90 days of temporary suspension period, you shall be entitled only to a Subsistence Allowance at the rate of 50% of your salary to which you were entitled immediately preceding your suspension. However, if the disciplinary proceedings are delayed beyond the period of 90 days for reasons not directly attributable to you, your subsistence allowance will be enhanced to 75% of your salary to which you were entitled immediately preceding your suspension. But if such delay is attributable to you, your subsistence allowance will be reduced to 25%

of your salary to which you were entitled immediately preceding your suspension, for such period(s) of delay.

If you are found guilty of any charge of misconduct, you shall be deemed to be absent during the suspension period and not be entitled to any salary or other amount except the subsistence allowance paid/payable.

In the inquiry, you may bring only a co-employee (who is not accused of similar charges or suspended) to represent or assist you. As such, you shall not be entitled to bring any outsider to represent or assist you in such inquiry.

You shall, at all times, maintain absolute integrity and devotion to duty and conduct yourself in a manner conducive to the best interests, credit and prestige of the Company. You shall not, at any time, work against the interests of the Company, nor do anything which is unbecoming of an employee. Any violation of this norm of behavior shall constitute misconduct for which the Company shall be competent to take disciplinary action against you and also in case you act against basic and universally accepted understandings.

During your employment, you shall also be bound by the policies of the Company including those contained in the Service Conditions / Employment Manual, which may be framed and enforced from time to time. The Management reserves the right to amend or alter these at its discretion without any notice.

**Dismissal from Service:-**

Notwithstanding anything contained in any other Paragraph or Clause or Sub-Clause of this Appointment Letter, the Management shall be competent and entitled to dismiss you from service without any notice or salary in lieu thereof or any compensation whatever on charges of misconduct.

**19. Bond Duration:-**

You have submitted your original documents to Lazlo Software Solution Pvt. Ltd. **(10<sup>th</sup> + 12<sup>th</sup> Mark sheet)** for the duration of **1.5 Years** which is in effect from **13/05/2019 till 13/11/2020**.

**Terms & Conditions:-**

1. By virtue, of this notice, please understand that you may not be eligible for other employment till Your agreement notice hence, you want to break this employment within period then your Demand draft or Document which is submitted by you will not be refundable.
2. If you want to redeem back your document within a bound period then you have to pay Rs. 48000.00/ Indian rupees.
3. Leave during your Offer letter you are warned to take leaves before informing to the Management via mail only. Otherwise you will be legally terminated without any prior notice.
4. If employee have assigned project and then during the development until finish can't take any leave.
5. If employee take leave during development and project has going to dispute then from employee 10 days salary will be deduct from employee.
6. Employee must be inform before 3 days to take leave else 1 days for double days salary detected from employee
7. Employee office timing is 9:30 AM to 6:30 PM or till finish task and 15 min. (in case) Company will be given to relaxation but not for every day.
8. If any employee report come 20 or more not completed task will be added as days in there next increment.
9. Office all projects from Company property don't take any project from out of office in case if you got to take project or private property from LSS, Management will be decided for fire.
10. Company will provide Gmail, Skype etc. and in case of misuse 5 days salary will be deducted or Company will be fire you.
11. If employees take leave for 5 days within these days any Saturday or Sunday or any other holiday will become then all days count in leave for these day.
12. If employee will be leave week in month then his salary will be count according to his attendance only.



13. As per the rules the leaves which are not approved will be deducted double from salary hence the process of increment will extend and be doubled from starting date.
14. Percentage of increment will be decrement by 0.25% per day.
15. If the employees performance and work report is going successfully and the employee increments takes process on time then employee will be awarded by the incentive also.
16. At the time of accepting new project and employee accepts the timeline he gave then there will be no leave provided except one leave which can be given in place of emergency only but no other leaves will be given till the projects get completed on time.
  - a. If project accepted by an employee within timeline and that project gets disputed then the employee increment process will be extended the number of days calculated by the timeline of disputed project.
  - b. And if the accepted project gets completed within timeline then employee will award by the incentive.

**Note:-** Terms & conditions will changes anytime according work and employee must be accept automatically.

I have read and understood the terms and conditions mentioned in the above letter. I accept the offer and related terms and conditions.

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Authorized Signatory  
HR Manager



**(Accepted & Agreed)**  
**Abhishek Soni**