

01-04-2022

Swarnadeep Pramanick

60, G N P C Road, Ranaghat, Nadia, West
Bengal-741201.

Dear Swarnadeep,

On behalf of SentientGeeks, I'm excited to extend an offer to you for an Software Engineer position within our Software Engineering department at SentientGeeks, Kolkata.

Your Annual Total Compensation will be Rs 400000. The details about your compensation is presented in Annexure A.

You will also be governed by the rules, regulations, and practices in vogue and those that may change from time to time. Additional terms of engagement are presented in Annexure A.

We request you to join us on or before 07-04-2022. At the time of reporting, please submit the following documents:

- Photocopy of your certificates and mark sheets in support of your educational qualifications.
- Photocopy of documents in support of your photo identity and address proof.
- Relieving letters from all your previous employer and last drawn payslip, if applicable.
- Three passport-size color photographs and a canceled cheque.

Please note:

This appointment is subject to satisfactory professional reference checks.

This offer from SentientGeeks is valid for 1 month only from the date of the offer; any extension in said validity shall be at the discretion of the company and shall be communicated to you in writing.

We look forward to your joining us. If you have any further questions or clarifications, please feel free to contact us.

Yours Sincerely,

For SentientGeeks



Sumitra Saha

HR-Department

Annexure A

EARNINGS	MONTHLY	YEARLY
Basic	12,553.33	1,50,640.00
HRA	6,276.67	75,320.00
Special Allowance	12,553.33	1,50,640.00
SUB TOTAL	31,383.33	3,76,600.00
PF - Employer	1,800.00	21,600.00
PF - Other Charges	150.00	1,800.00
TOTAL	33,333.33	4,00,000.00

IMPORTANT

- Your compensation details and salary structure are strictly confidential. Any discussion on such confidential issues with other employees is a violation of the organizational values
- All Reimbursements are subject to actual expenditure and submission of bills for the same. Claiming any reimbursements on forged/manipulated bills will be treated as a serious offense.
- You will be entitled to additional benefits like accidental policy when they are implemented and which will be intimated to you.

I have read the offer, understood, and accept the above-mentioned terms and conditions.

Signature:

Date:

Annexure - B

Terms and Conditions of Employment

You shall be governed by the following terms and Conditions of Service during your employment with SENTIENTGEEKS SOFTWARE AND CONSULTANCY PVT. LTD (hereafter referred to as the "Company" or "SentientGeeks"), and those that may be amended from time to time.

1. Statement of Facts

- a. The Company has made the offer of employment based on the bonafide statements and facts provided by You in your application form for employment. At the time of employment or during employment if the Company finds the information provided to be false or misleading, it reserves the right to terminate your services.

2. Duties

- a. During working hours, you shall use your best energies and abilities to serve the Company faithfully. You shall comply with the rules, regulations, and procedures as notified by the Company in letter and spirit.
- b. During working hours, you shall entirely devote your time, attention, and abilities to the business of the Company.
- c. You are expected to perform your duties and responsibilities effectively and should not be limited to business hours only.
- d. You shall not, without the Company's prior written consent, be in any way directly or indirectly engaged in concerned with any other business or employment during or outside your hours of work in the Company. You shall, however, undertake honorary work of social or charitable nature, literary, artistic or scientific character only with the express permission from the competent authority.
- e. During your employment, you shall not directly or indirectly engage in any conduct adverse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement with your prior employers or their clients.

3. Place of Work

- a. You will be in employment at any one of SentientGeeks offices or its affiliates or SentientGeeks's customer locations, as per business requirements.
- b. The Company reserves the right to transfer You on a temporary or permanent basis to the other job functions or departments within the Company and assign such other duties as may be deemed fit in the interest of the Company.

c. You shall comply with the Company's rules relating to relocation to or from a Customer location.

4. Hours of Work

a. The working day shall comprise nine working hours and a lunch break. Though the normal working hours are between 9.30 a.m. to 6.30 p.m. from Monday through Friday. You may be required to work on a shift basis that comprises nine working hours and a break for an hour. The shifts may be scheduled 24 hours a day, 7 days a week, and 365 days a year. The shift timings may change from time to time on which You will be notified in advance.

b. SentientGeeks observes four National Holidays --- Republic Day, May Day, Independence Day, and Gandhi Jayanthi every year. The festival holidays may vary every year.

5. Conduct

a. You shall always, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.

b. Under the Sexual Harassment Prevention Act, 2013, sexual harassment is considered misconduct. The consequences of such misconduct can be apart from deduction of wages, termination of employment without prior notice.

c. You shall be responsible to abide by the rules and regulations of the Company, being courteous, honest, and professional within the Company or with its clients.

d. You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.

e. If your actions at any time constitute a serious breach of SentientGeeks's standards of behavior, SentientGeeks may end this contract and terminate your employment immediately without prior notice.

6. Probation Period

a. On appointment, you will be under probation period for three months from the date of appointment.

b. Trainees shall get permanent employment based on their dedication & quality of work and performance.

7. Separation from the Company

a. At the time of formally resigning from SentientGeek's service, you should serve 2 months' notice periods.

b. Any leave during the notice period may further delay the release date.

c. Failure to comply with the notice period is considered a breach of contract and can cause severe



damage to the Company. In this case, the Company is entitled to withhold the final settlement, certificates, and release letter and sue you for damages. However, employees may buy back the notice period by paying a gross salary for 2 months and it shall be subject to the Company's discretion.

8. Termination

- a. You shall be subjected to a performance review for six months from your date of joining. If you fail to discharge your duties diligently or your activity is not in conformity with the mission and vision of the Company, the management has the full liberty to discontinue this employment by giving 45 days' notice.
- b. The Company shall be further entitled to terminate your services without notice on any of the following grounds:
 - You are convicted of a criminal offense by a competent Court of Law/Authority.
 - If your actions at any time constitute a serious breach of SentientGeeks's standard of behavior, SentientGeeks may end this contract and terminate your employment immediately.
 - You misbehave, disobey or refuse to carry out the work orders of your Superiors/ Management or are extremely irregular in attendance without proper reasons.
 - This offer letter is issued on the understanding that all the information given by you in the application/employee data form / during the interview or data provided before and/or at the time of joining is true. If it is found at any time that the information given by you is not correct or true or you have knowingly suppressed any information, the Company will have the right to terminate your appointment with us any time without any compensation.

9. Proprietary Information Agreement and Confidentiality

You will be employed by SentientGeeks in a capacity in which You will or may receive confidential information, which is of value to SentientGeeks. You, therefore, agree to abide by the following terms and conditions:

- a. Your employment creates a relationship of confidence and trust between you and SentientGeeks concerning certain information of o confidential, proprietary, or trade secret nature. For this Agreement, all such confidential, proprietary, or trade secret information will be referred to as "Proprietary Information".
- b. Proprietary Information includes without limitation:



SentientGeeks

Software and Consultancy Pvt. Ltd.

- All software developed or licensed by or for SentientGeeks or licensed to SentientGeeks by a third party, and any documentation or listing about such software; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audio-visual components (menus, screens, structure or organization), any human or machine-readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation, diagrams, flowcharts, designs, drawings, specification, models, data, bug reports, and customer information.
 - Marketing and sales plans, product development plans, competitive analyses, benchmark test results, business, and financial plans or forecasts, non-public financial information, agreements, and customer and employee lists of SentientGeeks.
 - Any information or material not described above relates to SentientGeeks's inventions, technological developments, "knowhow", purchasing, accounting, merchandising, or licensing.
 - Any information of the type described above which SentientGeeks has a legal obligation to treat as confidential, or which SentientGeeks treats as proprietary or designates as confidential, whether or not owned or developed by SentientGeeks.
 - Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that You would have learned in the course of similar employment elsewhere.
- c. At all times; both during and after your employment with SentientGeeks, you will hold Proprietary Information in confidence. You will not use, transfer, publish, disclose, or report Proprietary Information directly or indirectly, except such disclosure to other SentientGeeks employees or authorized third parties as may be necessary for the ordinary course of performing your duties for SentientGeeks or otherwise as directed by SentientGeeks.
- d. You will not during your employment with SentientGeeks carry on either alone or in the partnership or be directly or indirectly employed or concerned in any business undertaking other than that of SentientGeeks, except as a shareholder in a public quoted Company Unless You have obtained the previous written consent of SentientGeeks.
- e. You will not during your employment with SentientGeeks carry on any freelance work, related to IT,



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software development, or any related services directly or indirectly from any global or local sources unless you have obtained the previous written consent of SentientGeeks.

- f. You will not recruit or hire any SentientGeeks employee for two years after termination of your employment with SentientGeeks without SentientGeeks's express written consent.
- g. You shall upon the termination of your employment with SentientGeeks return all property belonging to SentientGeeks, including without limitation all Proprietary Information, documents, software, disks, diskettes, tapes, and any other form of media, copies of any of the above, microcomputer systems, computer terminals, modems, other hardware, telephones, credit cards.
- h. SentientGeeks's proprietary rights and confidential information are amongst the Company's most important assets, and as a condition of your employment, you are required to sign the Company's Proprietary Information Agreement. A breach of security or confidentiality is regarded very seriously and could lead to termination of employment.
- i. You shall maintain utmost confidentiality about your compensation and benefits. You shall not discuss your compensation and benefits with anyone, but with the Manager, you report to.

I accept the above-mentioned terms and conditions of employment with the Company.

Signature:

Date: