

Offer Letter

Date - 01-03-2023

Ref. No.- IGT/TECH/060645

To,
Mr. Palash Nath

Dear Palash,

This has reference to the discussions you had with us. We are pleased to appoint you as "Software Developer" at InGelt. The company holds all necessary rights to terminate your services if found to be not in sync with the other service and developments of the company.

PAY DETAILS

As per discussion, INR 1.2LPA CTC will be paid per month and that will be transferred to you on successful completion of assigned tasks.

EMPLOYMENT TERMS

Your employment relationship with the company will be governed by the general employment policies and practices of the company, Your employment will start from 1st March 2023.

1. Acknowledge your receipt and understanding, sign and abide by the company's standard confidential information and invention assignment agreement.
2. Provide satisfactory proof of your identity as required by India law. Your duties under the Confidential Information and Invention Assignment Agreement shall survive termination of your employment with the company. By signing this letter, you acknowledge that a remedy at law for any breach or threatened breach by you of provisions of the confidential Information and Invention Assignment Agreement would be inadequate, and you therefore

BINDING CONTRACT

You may indicate your agreement with these terms and accept this offer by signing this offer letter, after your signature it will be treated as a binding contract. This letter shall become the Employment Letter after your acceptance and joining the work on the date and at the location mentioned in this letter.

RESPONSIBILITIES

- Design and develop software applications or systems: This includes writing and testing code, debugging errors, and implementing software design patterns and best practices.
- Work with other teams such as product management, design, and quality assurance to ensure that software applications or systems are meeting company needs and business requirements.
- Creating project plans, setting milestones, and working with project managers to ensure timely delivery of software applications or systems.
- Reviewing code written by other team members to ensure that it meets quality standards and best practices.
- Identifying and resolving issues, fixing bugs, and implementing updates and improvements to software applications or systems.

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- Documenting technical specifications, user manuals, and other documentation as required.
- Continuously learn and improve your skills to stay relevant in the field.

OTHER RESPONSIBILITIES

i. You are responsible to generate sufficient revenue as directed by the management of the company, every working day.

ii. You are responsible to carry the brand name of the company positively and effectively. As your actions will reflect the brand image of the company, you should carefully watch the social reputation and work effectively to build and maintain a positive social reputation along with brand image of the company through your direct and indirect efforts, whether directly or through your friends, family associates and affiliates.

iii. It is your responsibility to keep learning new methods, ways, processes and procedures for the betterment of the company and business growth of the company. You are also responsible for sharing your knowledge with the other staff members, in case that knowledge can positively add value to the company's work, business, brand, network, sales and reputation.

iv. It is your responsibility to share each and every information that is relevant to the company's business, to your reporting head as designated in this letter. The relevancy of such information shall be decided by the management or your reporting head individually or collectively as per the process and procedures laid by the company. You are responsible to effectively maintain & manage the collaterals of the company that are given to you for the performance of your job. These include, but not limited to email, website login, social media account(s), any data whether stored or orally communicated, phone number, laptop, computer, phone, SIM card, file, folder and any other material. You are responsible for any activity in your social media account, email or any type of communication outreach. You must ensure that the communication is checked, filtered and secure. You should keep the email and social media passwords carefully and safely to protect from scamming, hacking, phishing and attacking whether it is internal through any other employee or associate of the company or external from any person not related to the company.

vi. You are responsible to perform your job with honesty, sincerity and dedication.

SELF DECLARATION

This is to certify that I have been provided sufficient time by the company to carefully read the terms and conditions of my employment mentioned in this letter. I further declare that I had enough time to seek legal opinion and discuss with my friends, family and whomsoever deemed necessary for my decision to accept the terms and conditions in this letter and pursue my internship. I understand that the Indian law recognizes e-signature as equivalent to physical signatures under the Information Technology Act, 2000. I further understand that I will sign this document using an asymmetric cryptography algorithm signature app that will capture my IP address, timestamp and other relevant details while signing this agreement will become a binding contract as my e-signature will be equivalent to my physical signatures.

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I also declare the following:

- i. I don't have any legal proceedings pending against me at the time of my joining date.
- ii. I am medically fit to work in the company and perform the tasks mentioned in this letter.
- iii. I have provided all the necessary documents to the company for the records and verification of my background, profile, education, experience and past performance as an exact replica of the original without modifying or omitting the information.
- iv. I don't have any commercial relations with the competitor or any commercial establishment on the date of joining.
- v. Nobody in my family (blood relation) is working with the competitor of the company.
- vi. I am legally allowed to work in the company as per the laws of India.
- vii. All the information provided by me to the company whether oral or in written form is true to the best of my knowledge.
- viii. I have received the complete letter and I accept all the terms and conditions mentioned in this letter.

TERMINATION CERTIFICATION

I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that from the date of this Certificate, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, from the date of this Certificate, I shall not solicit any licensor to or customer of the Company or licensee of the Company's products, in each case, that are known to me, with respect to any business, products or services that are competitive to the products or services offered by the Company or under development as of the date of termination of my Relationship with the Company.

At-Will Employment- I understand and acknowledge that my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that the company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

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3. Confidential Information-

(a). Confidential Information- I agree at all times during the term of my relationship with the Company and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, any Confidential Information of the Company which I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by me during the period of the Relationship, whether or not during working hours, and any information pertaining to any aspects of the Company's business which is either information not known by actual or potential competitors of the Company or is proprietary information of the Company or its customers or suppliers, whether of a technical nature or otherwise. I further understand that Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) Former Employer Information- I represent that my performance of all terms of this Agreement as an employee or consultant of the Company have not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or trust prior or subsequent to the commencement of my Relationship with the Company, and I will not disclose to the Company, or induce the Company to use, any inventions, confidential or proprietary information or material belonging to any previous employer or any other party.

(c) Third Party Information- I recognize that the Company has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

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4. Returning Company Documents- I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns. I further agree that to any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached here.

5. Notification to Other Parties-

- (a) Employees- In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer about my rights and obligations under this agreement.
- (b) Consultants- I hereby grant consent to notification by the Company to any other parties besides the Company with whom I maintain a consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, about my rights and obligations under this Agreement.

6. Solicitation of Employees, Consultants and Other Parties- I agree that during the term of my Relationship with the Company, and for a period of two (2) months immediately following the termination of my Relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

7. Representations and Covenants-

- (a) Facilitation of Agreement- I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.
- (b) Conflicts. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict with any of the provisions of this Agreement.
- (c) This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Jaipur, Rajasthan, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Jaipur, Rajasthan, India and the arbitration proceedings shall take place in the English language. (d) Voluntary Execution. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

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8. General Provisions-

- (a) Entire Agreement- This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.
- (b) Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- (c) Successors and Assigns- This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
- (d) Survival- The provisions of this Agreement shall survive the termination of the Relationship and the assignment.
- (e) Advice of counsel- I acknowledge that, in executing this agreement, I have had the opportunity to seek the advice of independent legal counsel, and i have read and understood all of the terms and provisions of this agreement. This agreement shall not be construed against any party by reason of the drafting or preparation hereof.

The parties have executed this Agreement on the respective dates set forth below:

Company-

For Ingelt Private Limited

CTO



Nishant Sharma - Chief Technology Officer
Ingelt Private Limited
CIN- U74999UP2022PTC163798.

Intern -

Palash Nath
NID. - 285-998-2320

I Palash Nath agree to the above terms & conditions on 01/03/2023 Dated.