



SB3 Software Solutions Private Limited

Ref: SB320-21/548

08/09/2021

Mr. Subhradip Sinha

Sheoraphuly, P.S: Serampore,

Dist: Hooghly, Pin: 712223

Dear Mr.Sinha,

We are pleased to offer you the post of **Sr. Quality Analyst** in our **IT Remote Service Division** on the following terms:

Date of Joining

Your appointment shall be effective from the date of your joining, i.e. the **1st Sep 2021**.

Compensation

Your appointment in our Organization at a starting **Salary of Rs. 8,50,368 /- (Annual CTC)**. Future Increments and Promotions will depend purely on your performance and are at the sole discretion of the Management; the salary break up is mentioned in Annexure I-.

Appointment Status

You are expected to achieve a target as will be fixed by the Management from time to time.

Your designation, place of posting, assignment of job content, reporting relationship is liable to change from time to time at the discretion of the Management. You will also have to work in rotation shifts as required.

You will appreciate that being in a knowledge based organization, you will be required to devote your whole time, attention, integrity, acquired knowledge to the well being and development of the Company. You shall not engage in or occupy yourself in any other work or take up any assignments/services of any other organization or individual or carry on any business of your own except with the prior written permission of the Management

Other terms & conditions of your employment are given below.

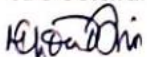
- 10 days Casual Leave per year.
- 7 Sick Leaves per year.
- 9 Statutory holidays entitled for a year.
- There are no other benefits like in bound call allowance etc.

We welcome you to our Organization and look forward to a long and mutually beneficial relationship.

Kindly sign & return the duplicate copy of this appointment letter as a token of your acceptance.

Thanking you

For SB3 Software Solutions Pvt. Ltd.


Mridul Choudhury



Salt Lake Incubation Centre, Module No. C & D, 2nd Floor, Block EP & GP, Sector 5, Bidhannagar, Kolkata-700 091

Phone : +91 8902091151/52, E-mail : hr@sb3inc.com, Website : www.sb3india.com

CIN : U72200WB2006PTC108841



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Annexure I

➤ Salary Break Up :

Particulars	Amount (INR)	Amount (INR)
	Monthly	Annualised
Basic Salary	12,700	1,52,400
HRA	11,430	1,37,160
City Compensatory Allowance	10,160	1,21,920
Conveyance Allowance	10,160	1,21,920
Food Allowance	8,890	1,06,680
Medical Allowance	2,750	33,000
Other Allowance	2,750	33,000
Shift Attendance Allowance	5,500	66,000
Performance Bonus	5,000	60,000
Gross Salary	69,340	8,32,080
PF Contribution	1,524	18,288
Professional Tax	200	2,400
Take Home	67,616	8,11,392
CTC	70,864	8,50,368

- **Other Terms & Conditions:** Other Terms & Conditions are noted in a separate page for your ready reference and is appended along with this letter and forms part of your offer letter.





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TERMS AND CONDITIONS FOR EMPLOYEE/CONSULTANT

SB3 SOFTWARE SOLUTIONS PRIVATE LIMITED, a private limited company organised and incorporated under the Companies Act, 1956, having its registered office at Salt Lake Incubation Centre, 2nd Floor, Module - 2C & 2D, Plot No. XI-8/2, Block EP & GP, Sector V, Bidhannagar, Kolkata, West Bengal 700091

The Company is desirous of employing competent personnel with professional and technical expertise on its rolls and the Employee/Consultant has expressed his earnest desire and willingness to serve the Company in accordance with the terms and conditions contained herein.

The Company intends to engage **MR. Subhradip Sinha** on the terms and subject to the conditions set out herein below:

During the Tenure of Service to this Company, the Employee/Consultant shall, for the benefit of the Company, provide Services (as designated by the Company) subject to the following terms and conditions:

- 1) The Employee/Consultant shall provide the Services (as designated by the Company), when requested by the Company;
- 2) The Services (as designated by the Company) shall be provided by the Employee/Consultant in a professional manner and in accordance with required standards prescribed by this Company, from time to time;
- 3) The Employee/Consultant shall use the infrastructure and equipment provided by the Company only for rendering the Services (as designated by the Company) during period of job contract;
- 4) The Employee/Consultant shall report to the designated Manager (Manager) and shall keep the Manager fully informed of all steps and actions taken by the Employee/Consultant in the performance of his duties and/or obligations throughout the Employee/Consultant's tenure of Employment;
- 5) The Employee/Consultant shall in the performance of Services (as designated by the Company) throughout his/her tenure of Employment, comply with and conform to the instructions or directions as given by the Company, time to time;
- 6) The Employee/Consultant agrees to exercise reasonable due diligence and profession skill and care in performance of all duties and obligations (as designated by the Company) throughout his/her tenure of Employment.
- 7) The Company reserves the right to regulate the office hours as per requirement of the Company with prior notice.
- 8) The Company reserves the right to designate and assign the duties and responsibilities of the Employee/Consultant as per its sole discretion,
- 9) On completion of the job contract period, the Company reserves the right to review the position of the Employee/Consultant and take a final decision towards the extension of job contract of the concerned Employee/Consultant. In this regard the decision of the Company cannot be subjected to any further scrutiny by the concerned Employee/Consultant.
- 10) The Employee/Consultant realizes, recognizes and has satisfied himself about his interest in the Employment and has clearly understood the limitations and objections in this regard.
- 11) The Employee/Consultant agrees and consents to abide by the rules and regulations of the Company as may be in force from time to time.
- 12) The Employee/Consultant shall not be engaged in any other Employment (under Government or non-government authorities) or business for gain, whether permanent or temporary basis, throughout the Employee/Consultant's tenure of job contract, without having a written consent of the Company to that effect and shall devote full and undivided time to the activities of this Company.





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13) The Employee/Consultant shall owe the Company the highest degree of loyalty throughout his tenure of Employment and will never make secret profits at the Company's expense, as well as will not accept kickbacks or special favours (in any form whatsoever) from Customers or Competitors of this Company. Further the Employee/Consultant shall protect this Company's properties

14) The Employee/Consultant shall not either during or after termination of the job contract with the company, give out to any one by word of mouth or otherwise, the proprietary and confidential information of the company, that shall include but not limited to all information, software(whether in object or source code), statistics, data, database, knowledge, trade secrets, inventions(if any), products detail, know-how, formulae, processes, designs, drawings, charts, maps, concepts, ideas, systems, project plans, business plans, client details, security information, any other creation of whatsoever nature, kind or description, organizational matters pertaining to the company, which is communicated to or acquired by the Employee/Consultant or which may be the personal privilege of the Employee/Consultant to know by virtue of being in the Employment of the company, orally or by use of any medium and might be of a nature not generally known to others, operating in the company's area of business or otherwise in the public domain, otherwise than as may be and to the extent required in performing the duties as assigned to the Employee/Consultant or except with prior written approval of this company in that regard, unless required as per the due process of law or in compliance to any order of any competent court of law.

15) Further, the Employee/Consultant shall not at any time whether during after the period of Employment with this company, use such proprietary or confidential information, viz.:

- a. information relating to the businesses, finances, dealings, transactions and affairs of the Company
- b. trade secrets and databases (including, without limitation, price and cost information, business plans and programs, business opportunities, expansion plans, research and development projects, technical data, and details of and technical data relating to business, ventures, licences, sale agreements and joint venture agreements, computer programs and all intellectual property rights whatsoever relating to the business of the Company or and which is for the time being confidential to the Company);
- c. the identity of potential business co-ventures of the Company;
- d. analyses made, or view taken, by the Company in respect of the businesses, finances, dealings, transactions and affairs of the Company, any business co-ventures or potential business co-ventures of the Company or any other third party; and
- e. Information in respect of which the Company is bound by an obligation of confidentiality to a third party.

or any part thereof, for the benefit of the concerned Employee/Consultant or any other person, firm, company or other legal entity other than this company. It is noteworthy to mention that this non-disclosure obligations enumerated above shall be binding on the concerned Employee/Consultant at all times, irrespective of the fact as to whether the said Employee/Consultant continues to be in contract service with this company or not.

16) During the tenure of Employment, the Employee/Consultant shall use his/her reasonable endeavours to prevent the publication, divulgence or disclosure by third parties of any Confidential Information of this Company.

17) The Employee/Consultant will not reproduce, store in a retrieval system or transmit in any form or by any means, electronic, mechanical, photocopying, recording, scanning or otherwise, any confidential information or data, which is the property of the Company or any of its affiliated companies for his own benefit or for the benefit of any third party. That in the event any of the concerned Employee/Consultant is found to have contravened this term of Employment then that concerned Employee/Consultant will be liable to be prosecuted under the law of the land without any further reference.

18) The Employee/Consultant shall not carry in any manner whatsoever any electronic device capable of capturing, storing and transferring data, other than any device authorised by this Company, during the respective shifts of his Employment.





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- 19) The Employee/Consultant shall allow the management of this Company to access the personal computer/ laptop/ smart-phone and/or any other similar electronic device as provided to him by the company in course of his Employment at any point of time without raising any objection
- 20) That in order to protect the confidentiality of such information, and without prejudice to every other duty which the Employee/Consultant has to keep secret, all information given to him/her or obtained by him/her in the course of his/her service, the Employee/Consultant shall not, except with the prior written consent of the Company and in the proper performance of his/her duties under this Terms of Employment on temporary basis, either during his tenure of service or at any time after the termination of his Employment (how-so-ever caused), use for his own benefit or for the benefit of any other Person, company or other undertaking (other than the Company) or, except as required by law, before a court of law or tribunal of competent jurisdiction or any applicable regulatory or statutory authority or body, or except as necessarily required by the Employee/Consultant in the context of proceedings before any such court or tribunal, directly or indirectly, divulge or disclose to any Person (other than any Person employed by the Company {including, for the avoidance of doubt, any professional or other adviser appointed by the Company}), any Confidential Information which has come or may come to his knowledge during his tenure of Employment or previously or otherwise.
- 21) The Employee/Consultant upon termination of the Employment contract with this company or upon tendering of the resignation from the Employment, for whatever reason, the Employee/Consultant shall not in any manner for a period of one year be involved (without having formal discharge from this company)(Formal Discharge Policy means Company will provide release letter & experience certificate except in case of Misconduct / breach of trust) in similar activities, vocation, research or business similar to this company or work for or offer consultancy services to any person or entity, engaged in or planning to be engaged in a business in competition with the company or solicit or entice or attempt to solicit or entice any clients or customers of the company or potential clients or customers of the company, to divert their business or services from the company or solicit or entice, or attempt to solicit or entice any of the Employee/Consultants of the company to leave the Employment of the company without prior written permission of the company.
- 22) The Employee/Consultant shall not work with or for a Person/ company/ organization which is or was a customer/client of the Company within the last one (1) year immediately preceding the date of his termination of Services.
- 23) That in the event any of the Employee/Consultants is found to have defamed the company in any manner whatsoever or any prominent attempt was made by him, either to any individual or the public at large, during or any time after the tenure of his Employment with this company, then he is liable to be prosecuted under the penal provisions of the law of the land.
- 24) The Employee/Consultant shall not engage, set up, promote, finance or invest in a business, venture or company which deals with or offers, the same or similar services as that of the Company
- 25) That the company is entitled to terminate any of its Employee/Consultants, in the event the Employee/Consultant commits breach of trust or misconduct, for any reason whatsoever or fails to comply with any of the stipulations specified hereinabove.
- 26) Upon the termination of the Employee/Consultant's job contract with the Company for any reason, the concerned Employee/Consultant will immediately deliver to the Company all correspondence, manuals, orders, letters, notices, notebooks, reports, programs, proposals and any documents and copies concerning the Company's customers or concerning products or processes used by the Company and will promptly deliver to the Company any and all other documents or material containing or constituting Confidential Information as well as all the electronic devices (if any) as provided by the company in the course of Employment.
- 27) That Employee/Consultants shall be engaged for a period of 1 (one) month for job contract. In case the job contract of any of the Employee/Consultants, is not terminated in writing after the lapse of the said period, then it will be construed that his job contract is automatically renewed for a further period of a month.
- 28) The consultant's/employee's services can be terminated at any time during the job contract period or extended period, without assigning any reason by giving 15 days' notice, in writing, by the company.





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29) That the company may terminate any of its consultant/employee at 2 weeks' notice, if the consultant/employee, by his conduct, renders himself incompetent to perform his duties, (such incompetence to be determined by the company), or if the consultant/employee is found to be dishonest, intemperate, irregular in attendance at work or otherwise guilty of misconduct or negligence.

30) The Employee/Consultant shall indemnify, defend and hold the Company harmless from and against all or any damages, claims, penalties, fines, costs paid or incurred by the Company as a result of, arising from, or in connection with, or relating to any breach or failure of performance (in whole or in part) by the Employee/Consultant of any obligation, covenant or agreement contained in this Agreement.

31) The Employee/Consultant shall intimate the Company with regard to any change in contact details at the earliest without any undue delay.

32) That the Employee/Consultant shall make himself/herself liable both under civil as well as criminal laws of the land in the event the Employee/Consultant contravenes any of the terms and conditions as meted out hereinabove, which otherwise attracts such legal liability without any further reference to that effect.

33) In the event of discontinuation of service or Employment, The Employee/Consultant is required to serve a period of 90 days or 30 days respectively as Notice Period as per the policy of the company.

I agree to the aforesaid terms and conditions as narrated hereinabove. I have understood the meaning and gravity of the contents therein. I undertake that I will adhere to the said terms and conditions in its true sense throughout my tenure of job contract.

(Signature of the Employee/Consultant)

Date:

