

Smaartt Digital Consulting

June 26, 2019
Dubai, UAE.

Ref: 1106-I/9102/Smaartt/ME

Mr. Sunil Kumar,
India

Dear Mr. Sunil,

Congratulations! Team-Smaartt recognized you as a very potential candidate and the Human Resource & Capability Management team is pleased to invite you to join Smaartt Force Team.

It is our great honor to offer you an employment as **Consultant - Salesforce** in our organization with effect from **15th July 2019**. Your roles and responsibilities would be as discussed during our recent conversations with the Team-Smaartt and would principally include building a strong relationship with clients and showcasing Smaartt Capabilities.

Please keep us informed of your date of joining at least one week in advance. In case you may need any clarifications regarding your job, salary, or any policy, please contact **HR (hr@Smaartt.com)**. As a part of the joining process, you are requested to coordinate with HR for submitting the relevant pre-employment documents.

Many thanks for your interest and look forward to building together the Brand "Smaartt Digital" and enjoy working with Smaartt Team.

Sincerely,

Smaartt



Rabiabasary Nabi
Manager – Employee Success



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EMPLOYMENT BENEFITS & HR POLICIES

1. POSITION

Your Position is **Consultant - Salesforce**.

2. JOINING DATE

The employment shall commence on **15th July 2019**.

3. PROBATION & EMPLOYMENT

You will be employed on a **six months'** probationary period and your confirmation will be dependent upon your performance during this time. On successful completion of the probationary period, your services will be confirmed and will be indicated to you through a separate Letter of Confirmation. However, the management reserves the right to extend the probationary period if it is deemed necessary.

During your Probationary period your contract can be terminated on immediate basis based on Company's decision. No resignation will be accepted during probation period. However, the company at its own discretion, under special circumstances and subject to the review of the case at the appropriate period of time may accept a formal resignation by an employee provided the employee adheres to the company's final decision on his/her resignation.

4. REMUNERATION

Your remuneration (CTC) would be INR 9 Lakhs Per Annum.

5. LOCATION:

You will be located at Pune.

6. DUTIES AND RESPONSIBILITIES:

The duties, responsibilities and deliverables are as assigned by your manager.

From time to time you may be required to carry out additional tasks to your normal specified duties.

7. REPORTING TO:

You will report to the Delivery Head or such other officer designated by the organization.

8. HOURS OF WORK:

You are required to work such hours as are necessary to fulfill the duties and responsibilities of your position. Your remuneration includes full compensation for all hours worked by you to fulfill your duties and meet the Company's business needs.

9. OUTSIDE EMPLOYMENT:

You will be governed by the rules and regulations applicable to the employees of the company from time to time and you will not engage yourself in any other trade, profession or vocation directly or indirectly and whether for gainful purpose or otherwise.

During the term of your employment with the Company you agree not to be employed or engaged by any other person or company.



10. PROTECTION OF CONFIDENTIAL INFORMATION:

Your existing obligations in relation to confidential information will continue. That is, you may:

- Use confidential information solely for the purpose of performing your duties with the Company; and
- Disclose confidential information only to persons who:
 - i. Are aware and agree that the confidential information must be kept confidential; or have signed a confidentiality agreement, as required by the Company from time to time; and either:
 - ii. Have a need to know (and only to the extent that each has a need to know); or
 - iii. Have been approved by a person or persons nominated by the Company from time to time.

You agree to keep all confidential information, other than confidential information you are required to disclose in the course of your normal duties, that was public knowledge when you signed acknowledgement of these terms and conditions or became so at a later date (other than as a result of a breach of confidentiality by you), or that you are required by law to disclose.

You must immediately notify the Company of any suspected or actual unauthorized use, copying or disclosure of confidential information. You agree to provide any assistance reasonably requested by the Company in relation to any proceedings the Company may take against any person for unauthorized use, copying or disclosure of confidential information.

‘Confidential information’ means all confidential information including but not limited to:

- All confidential information relating to the Company or a corporation related to the Company; and
- Trade secrets and confidential know-how of which you become aware or which you generate (both before and after the date of your acknowledgement of these terms and conditions) in the course of, or in connection with, employment with the Company, including, but not limited to, all details concerning the Company’s business plans and forecasts, financial records, reports, accounts and proposals, materials, manuals, operational materials, details concerning the Company’s business affairs, client [or customer] records, client lists and names of client contacts, all details concerning clients and all personal information revealed by clients.

11. INTELLECTUAL PROPERTY:

Your existing obligations in relation to intellectual property will continue. That is, you will:

- a. Assign to the Company all existing and future intellectual property rights in all inventions, models, designs, plans, software, reports, proposals and other materials created or generated by you (whether alone or with the Company, its other employees or contractors) for use by the Company; and



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- b. Acknowledge that by virtue of this paragraph all such existing rights are vested in the Company and, on their creation, all such future rights will rest in the Company.
- c. You agree to do all things reasonably requested by the Company to enable the Company to assure further the rights assigned in this respect.
- d. 'Intellectual property rights' means all intellectual property rights, including without limitation, patents, copyright, rights in registered designs, trade-marks and the right to have confidential information kept confidential. It also includes any application or right to apply for registration of any of those rights.

12. COMPANY DOCUMENTS, ETC.:

All notes, memoranda, records, lists of clients, suppliers and employees, correspondence, documents, computer disks and tapes, data listings, codes, email and Internet reports and data, any reports, documentation or other materials relating to the business of the Company or related companies, clients and suppliers, and any copies of the above, will at all times remain the property of the Company or related companies and shall be redeemed on demand, and on termination of employment.

13. TERMINATION:

Apart from the circumstances relating to a summary dismissal of your employment, termination of your employment will require 60 days' notice by both parties.

During the Notice Period, employee is not allowed to take any planned leave. In case of sickness, complete certified medical report from hospital or doctor is to be submitted, otherwise it will be treated as breach of contract / complete loss of pay for that period and these leaves will not be adjusted in annual leave balance.

The Company may dismiss you without payment of notice or payment in lieu thereof in the event of any of the following offences: gross misconduct, gross negligence, dishonesty, bankruptcy, criminal conviction, bringing the Company into disrepute, conflict of interest, breach of confidentiality, or harassment (including sexual harassment).

Your services are liable to be terminated without any notice or compensation for misconduct, disloyalty, and commission of any act involving moral turpitude, any act of indiscipline or inefficiency as compared to other employees or lower performance as compared to other employees of your category.

14. PROHIBITION OF ALCOHOL AND OR DRUGS ON Smaartt AND CLIENT PREMISES:

No alcohol or drug is permitted to be consumed during working hours, whether on or off the Clients or Smaartt's premises.

It is also strictly forbidden for any associate to bring any alcohol or drug onto the Clients or Smaartt's premises at any time or to carry alcohol or drug in any Smaartt's vehicle or on their person whilst on the Smaartt's business or during working hours.

15. TERM OF EMPLOYMENT

- (a) You should not be taking any engagement at Smaartt's end client/Customer or any



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partners directly or indirectly for a period of 24 Months from Date of Relieving from Smaartt.

If Smaartt identifies this breach, you agree to indemnify Smaartt this loss by paying back last 6 Months of your CTC to the company.

(b) You should also not join in Sudo Company to terminate the agreement and providing services to Smaartt direct or indirect clients & partners.

16. OUR POLICIES

The employee will adhere to all Smaartt's policies and regulations as laid down by the management of Smaartt, from time to time.

Smaartt will conduct Education and Employment Verification for all employees through an external agency. If there is any dispute in the report then, we would intimate the employees to provide required evidence to prove their innocence. Upon failure of submitting the document, Smaartt has all rights to terminate the employment without any notice & action will be taken as per the Zero Tolerance Policy of the Company.

We wish you a bright career with **Smaartt!!**

Please note that the offer becomes null and void in the following occasions, without any notice:

- In case, you don't acknowledge this offer within 3 days from the date of receiving it
- In the event of you not joining the duty on or before the agreed date of joining.

17. ACCEPTANCE

To confirm your acceptance, hereby request to initial all pages, insert your name and sign where indicated. The employee can retain a copy of the agreement and the signed copy needs to be returned to Smaartt.

I agree to accept employment on the terms and conditions mentioned in the above letter and confirm the following details:

Name:

Signature:

Nationality:

Passport No.:

Issued Date:

Date:

Issued Place:

Valid Till:

