



OFFER LETTER

28/06/2023

Yash Gupta

yashgupta.yg856@gmail.com

Dear Yash,

Further to your application and subsequent interview, it gives us immense pleasure to welcome you to the team at Walnut. We believe your skills and experience are suitable to work in our organization, which aims at bettering the health and lives of the people who are part of Our ever-growing Community. Here at Walnut, we believe that it is the team that is the driving force behind the success of a Company and we pride ourselves in hiring the most efficient and sincere employees. We are confident that you will play an integral part in the overall growth and success of the venture and wish you the most enjoyable, and enriching time here at Walnut.

We are pleased to offer you an **Internship** as a **Flutter Developer** at **Walnut** with a start date of **29th June 2023**. You will be reporting directly to Shrinivas, Tech Lead.

We Request you to bring the following documents / Credentials at the time of Joining and submit these documents to the HR Department on the day you join our organization:

- Aadhar Card
- PAN Card
- University ID

We are excited to have you join our team! If you have any questions, please feel free to reach out at any time.

Sincerely,

S. Mannat

Founder & CEO, Walnut



Terms And Conditions

1. Position

1. Upon accepting this Offer Letter, you will hold the position of a Flutter Developer Intern at Walnut.
2. During your term here, the Company may change your above-mentioned position based on the Company's operation or working requirements or according to your working capacities and performance, or adjustments made to your responsibilities without any change in the appointment.

2. Terms and Probation Period

1. It is understood and agreed that the first 7 days of employment shall constitute a probationary period during which the Employer may, in its absolute discretion, terminate your employment, without assigning any reasons and without notice or cause.
2. After the end of the Probationary Period, the Employer may decide to confirm the employment, based on your performance.

3. Performance of Duties

1. You agree that during the Employment Period, you shall devote your full business time to the business affairs of the Company and shall perform the duties assigned to you faithfully and efficiently, and shall endeavour, to the best of your abilities to achieve the goals and adhere to the parameters set by the Company.
2. Your charter of duties is as follows:
 1. Designing & implementing new app modules based on the product requirements using the Flutter framework
 2. Creating well-designed, testable and efficient code, and participating in all phases of the development life-cycle
 3. Integrating data storage solutions & various APIs from third parties
 4. Debugging existing apps components, fixing issues, and avoiding regressions
 5. Participating in software architecture, design discussions and code reviews
 6. Optimizing the application for maximum speed and scalability
 7. Assisting in the preparation and production of releases of software components
 8. Investigating alternatives & technologies and presenting them for architectural review in order to support continuous improvement



4. Compensation

During your Employment Period, you shall be compensated for your services as follows:

1. You shall receive a monthly stipend (to be paid at the starting of every month), of **₹6,000/- (Six Thousand Only) per month**, subject to such increases(bonuses, increments) from time to time, as determined by the Employer. Such payments shall be subject to such normal statutory deductions by the Employer.
2. During your term of Employment, your salary shall be paid by means of bank transfer, cheque, or any other method convenient to the Employer, and consented by you.
3. All reasonable expenses arising out of employment shall be reimbursed assuming that the same have been authorized prior to being incurred and with the provision of appropriate receipts.

5. Obligations of the Employee

1. You shall not engage in any illegal activities such as fraud, misrepresentation, theft, or any other act neither in the employment space nor outside the premise of employment. The Company shall not be responsible or liable for such an act done at your own risk.
2. You shall always ensure that your conduct is in accordance with all the rules, regulations and policies of the Company as notified from time to time, including but not limited to Employment Agreement, Leave Policy and Sexual Harassment Policy.
3. You shall not take up part-time or full-time employment or consultation with any other party or be involved in any other business during your term of employment with the Company.
4. The Employer hereby prohibits the Employee from engaging in any sexual harassment and you promise to refrain from any form of sexual harassment during the course of employment in and around the premise of employment. If the Employee violates this term, they shall be fully responsible for their actions and the Employer shall not be held responsible for any illegal acts committed at your discretion.

6. Leave Policy

1. As an Intern of this Company, you are entitled to **1 day of paid casual leaves in and 1 day of sick leave in a month.**
2. You may not carry forward or encash any holiday to the next holiday month.
3. In the event that you are absent from work due to sickness or injury, you will follow the Leave Policy and inform the designated person as soon as possible and will provide regular updates as to their recovery and as far as practicable will inform the designated person you expected date of return to work.
4. If you are absent from work due to sickness or injury for more than a day, you must submit to the Employer a self- certification form. If such absence lasts for more than 3 (three) consecutive days, you must obtain a medical certificate from your doctor and submit to the employer.
5. For any period of absence due to sickness or injury you shall be paid statutory sick pay only, provided that you satisfy the relevant requirement. the qualifying days for the statutory sick pay purposes are Monday to Friday.



7. Assignment

1. You acknowledge that any work including without limitation inventions, designs, ideas, concepts, that you may individually or jointly conceive or develop during the term of Employment are “works made for hire” and to the fullest extent permitted by law, shall be assigned to the Employer along with the right, title and interest in and to all the Intellectual Property improved, developed, discovered or written in such works.
2. Upon the request of the Employer, you shall execute, acknowledge, deliver and file any and all documents necessary or useful to vest in the Employer all your right, title and interest in and to all such matters.

8. Competing Businesses

During the term your employment here and for a period of one (1) year after the termination of your employment here, you agree not to engage in any employment, consulting, or other activity involving Walnut, that competes with the business, proposed business or business interests of the Employer, without the Employer’s prior written consent.

9. Confidentiality

1. You acknowledge that, in the course of performing and fulfilling his duties hereunder, you may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to the competitors of the Employer would be highly detrimental to the interest of the Employer.
2. You acknowledge and agree that the right to maintain the confidentiality of trade secrets, source code, website information, business plans or client information or other confidential or proprietary information, for the purpose of enabling the other party such information constitutes a proprietary right which the Employer is entitled to protect.
3. Accordingly, you agree with the Employer that you will not, under any circumstance during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation, nor shall he use the same, except as required in the normal course of his engagement hereunder, and even after the termination of employment, you shall not disclose or make use of the same or cause any of confidential information to be disclosed in any manner.
4. The Employer owns any intellectual property created by you during the course of the employment, or in relation to a certain field, and he shall thereon have all the necessary rights to retain it. After termination of employment, you shall not impose any rights on the intellectual property created. Any source code, software or other intellectual property developed, including but not limited to website design or functionality that was created by the you, during the course of employment under this Agreement, shall belong to the Employer.

10. Remedies

If at any time, you are found violating the terms and conditions mentioned herein, the Company shall have the right to terminate all of its obligations to make further payments under this Offer Letter. Along with that, the Company is entitled to take legal course against any of your action(s) which could put the Company at risk. And the applicable law will be the Law of India. Both, the Employer and you submit to the exclusive jurisdictions of the Courts of Delhi. In case of Arbitration, The Arbitration and Conciliation Act of 1996 shall apply with the arbitration seat being in Delhi. Both the parties shall decide on a common arbitrator.



11. Amendment and Termination

1. In case the Employer terminates the employment without just cause, in which case the Employer shall provide you with advance notice of termination or compensation in lieu of notice equal to 1 month.
 2. **You may terminate your employment at any time by providing the Employer with at least 1 month advance notice of your intention to resign.**
 3. For purposes of the terms and conditions, "Cause" means the gross misconduct resulting in material damage to the Company, wilful insubordination or disobedience, theft, fraud or dishonesty, wilful damage or loss of Employer's property, bribery and habitual lateness or absence, or any other wilful and material breach.
12. Any modification of this Offer Letter or additional obligation assumed by either party (Employer or you) in connection with this Offer shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Please confirm your acceptance of this offer by signing and returning this letter.

Thanks, and Regards,
S. Mannat
Founder & CEO, Walnut