



Offer Letter

1 message

Mon, Apr 18, 2022 at 6:29 PM

Yashwant Raghav <yashwant@skoch.in>
To: ashutoshsingh7924@gmail.com
Cc: Deepak Dalal <deepak@skoch.in>

18th April 2022

Mr. Ashutosh Singh

Govind Suger Mill,
Khamaria Pandit, Kheri,
Uttar Pradesh - 262722

Dear Mr Singh,

This is further to your expression of interest to offer Professional Services for Business Development (herein referred as Service Provider) to SKOCH Consultancy Services Pvt Ltd (referred to as Client), we are pleased to engage with you for the same, on the Terms & Conditions stated hereunder.

1. Services commencement date will be 20th April 2022. To be reviewed after one year.
2. Service Provider shall be paid a consolidated professional service fee of INR 18,000/- only per month.
3. Tax Deduction at Source (TDS) for Professional Services as per government norms would be done by the Client.
4. The Service Provider, at all time will have a high-speed Internet Connection, a laptop and a smart phone of its own that could be used to provide the Client, its Professional Services.
5. There will be no reimbursements on any account barring pre-approved outstation travel.
6. Service Provider may be entitled to a commission on sales as per prevailing Client policy and discretion. The commission will be paid after deduction of applicable TDS.

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7. It's a full-time assignment and Service Provider shall not take up any additional work during the period of this engagement with the Client.
8. Service Provider's performance shall be reviewed monthly.
9. This relationship cannot be construed as employment.

10. **Confidentiality and Non-Disclosure**

10.1 Service Provider shall maintain confidentiality of all information about the business and activities of the Client as well as its Customers, clients, supplies and other entities which whom it does business. Service Provider shall hold such information in trust and confidence and not disclose any such information to any person, firm or enterprise, or use any such information for its own benefit or the benefit of any other party.

10.2 Service Provider acknowledges that the information, briefings, observations and data concerning the Client and/or the Customers provided to the Service Provider, is and shall continue to be the property of the Client. Service provider will not be entitled to any right or license in relation to the said information, nor shall Service Provider copy, reproduce, publish, distribute, adapt, modify or amend any part thereof.

10.3 Service Provider is not a party to or aware of any agreement, obligation or restriction that prevent or prohibit it from complying with these obligations and it hereby further agrees to take any other steps reasonably required and / or appropriate to ensure compliance with the obligations set forth herein.

10.4 Service Provider understands that if it threatens to or actually breaches or fails to observe any of the obligations set forth in this Clause, the Client will be subject to irreparable harm, which will not be adequately satisfied by damages and Service Provider therefore agree that the Client shall be entitled to injunctive relief and / or any other remedies permitted, to ensure and enforce Service Provider's compliance with these obligations in the unlikely event it does not comply with them; provided, however, that no specification herein of any a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies available to the Client.

10.5 Service Provider shall deliver to the Client upon cessation or completion of Service Provider's assignment term, or at any other time the Client may request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said, or the business of the Client or any of its affiliate it shall then possess or have under its control.

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10.6 Service Provider agrees that, notwithstanding the cessation or termination or completion of its Professional Services engagement, the confirmations and undertakings under this Clause shall always continue in full force and effect.

11 Copyright and Intellectual Property

11.1 Service Provider will make, discover or create Intellectual Property in the course of its duties under this agreement and agree that in this respect, it will have a special obligation to further the interests of the Client.

11.2 All Intellectual Property conceived (whether or not actually conceived during regular business hours), discovered, or made by Service Provider during the course of its engagement with the Client and other ideas, techniques or principles related to the business of the Client and other ideas, techniques or principles related to Client and shall be the sole and exclusive property of the Client.

11.3 Service provider will have no claim to the intellectual property produced during the Engagement period and it remains and continues to remain Client property. Service Provider shall not use it for any other purpose including publishing, with reference, name or without name, except for the Client purposes.

11.4 Service Provider shall work only on the Client created Google Drive, the access for which shall be granted to it for research and assignment purpose only. Service Provider shall continually save all documents on the drive that includes its assignments as well as research documents.

11.5 Service Provider undertakes to delete all information received or gathered from the Client from all of its IT systems including, laptop, desktop or mobile phones upon cessation, termination or completion of the engagement period.

11.6. Rights and obligations under this Clause shall continue in force after completion of Service Provider's engagement in respect of Intellectual Property made during its engagement under this agreement and shall be binding upon the Service Provider and its representatives.

12 Service Provider confirms that the it has disclosed fully all of its business interests to the

Client whether or not they are similar to or in conflict with the business or activities of the Client and all circumstances in respect of which there is or there might be perceived, a conflict of interest

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between the Client and Service Provider or any of its immediate relatives. Service provider also agrees to disclose fully and immediately to the Client any such interests or circumstances, which may arise during its engagement with the Client.

13 The engagement can be terminated with one month notice by either side.

14. Whilst engaging with the Client, the Service Provider:

14.1 Will not engage in any external activities of a commercial nature.

14.2 Will be required to effectively carry out all duties and responsibilities assigned to the Service Provider by the Client and others authorized by the Client to assign such duties and responsibilities.

14.3 Will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Client policies and procedures. In case Service Provider's activities do not conform with the Code of Conduct as intimated to Service Provider in writing by the Client, Service Provider's engagement can be terminated with immediate effect.

14.4 Service Provider will sign and honor non-disclosure or any other agreements that may be required to secure compliance with the Client's own obligations or that of its clients.

14.5 Service Provider shall comply with Clients' Ethics Policy at all times.

15. **Service Provider's engagement is subject to:**

15.1 The satisfactory verification of Service Provider's references, character, antecedents, and testimonials.

15.2 The authenticity and accuracy of the details provided by Service Provider in the Client application form.

16. **Other Provisions.**

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16.1 Language:
language. If it is

This letter is originally drafted in the English

translated into any language other than English, the provisions of the original English language version shall control in the case of any asserted conflict in Terms& Conditions.

16.2 Governing Law:
interpreted in

This appointment shall be governed by and

accordance with the laws of India. The jurisdiction will be that of Delhi Courts.

It is understood that the commencement date for Professional Services to SKOCH Consultancy Services Pvt Ltd, will not be later than **20th April 2022** failing which this offer will automatically stand revoked without any further notice. Please sign and return the duplicate copy of this letter in token of Service Provider's acceptance of the terms described in this letter.

Yours sincerely,

Yashwant Raghav

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