

Letter of Appointment

24th November 2024

Dear Mr. Jahidul Islam (NID No: 1029478680)

We are pleased to offer you the position of Software Developer in Datapollex upon the following terms and conditions:

1 DATE OF COMMENCEMENT

1.1 Your employment will commence on 2nd November 2024.

2 ROLE AND RESPONSIBILITY

2.1 Your role and responsibility is to spearhead and grow the software development sector of Datapollex into a profitable stream of revenue with the support and assistance of the Company.

2.2 You shall also be involved in other future developments and opportunities of the Company, where a separate working agreement will be signed.

3 COMPENSATION STRUCTURE

3.1 The Company shall remunerate you with a monthly salary of 20,000 BDT. You shall keep it confidential from everyone including other company employees.

3.2 All monthly basic and monthly commission will be paid to you within (7) days of the following month.

3.3 Any bonus or declarations of bonus shall be made at the sole and absolute discretion of the Company. In determining the amount of bonus, the Company shall consider your work performance, amongst other factors.

3.4 The Company reserves the right, to revise, amend all changes to the monthly remuneration structure, should it deem unsatisfactory.

4 CAPITAL AND CONTROL

4.1 The Company shall invest all capital required for the project and shall provide you with its full assistance and support.

5 WORKING HOURS

5.1 You are required to work on on-site basis every day from Saturday to Thursday 9.00am – 5.00pm, unless for special reasons approved by the Company.

5.2 You must notify the Company as soon as possible if you are unable to work for a medical test or study purpose. Such notice shall be given one (1) day before the working day.

5.3 You may be required to work beyond the normal working hours to discharge your duties should your performance be deemed unsatisfactory.

5.4 The Company reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise.

5.5 You are required to work on weekends as requested by the Company at the Company's sole discretion.

6 PROBATION PERIOD

6.1 You are required to work for (1) month which will be counted as temporary employment and after completing probation period your hiring will be permanent.

6.2 If your work seems unsatisfactory, the contract will be terminated immediately without any prior notice and you'll be remunerated with your due for the days you've worked.

7 CONTRACT CLAUSES

7.1 The Company reserves the right to terminate your contract should your performance be deemed unsatisfactory.

7.2 The Company will give an advance notice of (1) month prior to termination of the contract, unless you are in violation of 7.3.

7.3 The Company also has the right to terminate your services immediately if you are guilty of misdemeanor, misconduct, negligence or breach of any of the terms of this Letter of Appointment.

7.4 Upon the termination of your employment you shall return to the Company all documents, records, items, project source code and materials in your possession or custody belonging to the Company or its clients and you shall not retain any copies (including electronic or soft copies) thereof.

7.5 During your notice period, you shall handover all documents and materials relating to your work and ensure a smooth transition of your duties and responsibilities. If you fail to complete the handover during the notice period, the Company shall be fully entitled to require and compel you to stay two (2) more weeks after the notice period has ended to complete the hand over.

8 TERMINATION AND NOTICE

8.1 You are to fully train and hand over all duties and responsibilities to the new replacement within two (2) weeks.

9 NON-COMPETITION AND TRADE SECRETS

9.1 You shall not be employed, concerned, or financially interested, either directly or indirectly, in the same businesses or nature of work as conducted by the Company, or compete with the Company for one (1) year after leaving the company. Unless otherwise agreed to in writing by the Company.

9.2 You acknowledge that the customer lists, potential customer lists, trade secrets, processes, methods, and technical information of the Company and any other matters designated by the written consent of all directors are valuable assets.

9.3 You agree never to disclose to any individual and organization, except in authorized connection with the businesses of the Company, any customer list, or any name on that list, or any trade secret and processes.

10 CONFIDENTIALITY

10.1 You shall not disclose to any third party any confidential information obtained during your course of employment unless expressly authorized by the Company.

10.2 Confidential information for the purposes of this contract includes and is not limited to trade secrets, business plans, strategies, financial information and any other information that will affect the Company's competitive position.

10.3 Your obligations to maintain confidentiality and secrecy shall apply after your employment until such time that the information is no longer confidential or has been made public by the Company.

10.4 You shall not without prior written consent of the Company destroy, make copies, duplicate or reproduce in any form the Company's confidential information.

11 GOVERNING LAW

11.1 This Letter of Appointment shall be governed by and construed in accordance with the laws of Bangladesh where this contract is made. Any action to enforce this contract must be brought within Bangladesh whose laws govern this Agreement.

12 Disclaimer

12.1 The Company reserves the right to amend any of the terms stated in this contract without prior notice.

Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate copy of this Letter.

Yours faithfully,
For and on behalf of Datapollex

Signature
DIPTA KARMAKAR
Head Of HR Department

EMPLOYEE'S ACKNOWLEDGEMENT

I accept and agree to the above-stated terms and conditions.

Signature
Jahidul Islam
NID No: 1029478680
Nationality: Bangladeshi
Date:

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