

# Engagement Letter

January 21, 2025

Yugasa Software Labs Pvt. Ltd.

Gurgaon, India.

[www.yugasasoftware.com](http://www.yugasasoftware.com)

Contact: [ashish@yugasa.com](mailto:ashish@yugasa.com)

Engagement for Sales Consulting Services

Dear Yugasa Team,

This letter encapsulates the scope of the sales services and the terms of our engagement. In this letter, “I”, “me” and “my” refers to Ms Shweta Dubey, whereas “your” and “you” means Yugasa Software Labs Pvt. Ltd.

## **Scope of Work**

I will undertake sales services that will cover the items listed below:

1. **Pre-Activities:** You will provide me with a detailed walkthrough of all your sales services and materials used for cold pitching/sales related services for clients and prospects.
2. **Data Mining:** I will be given access to premium LinkedIn and/or public market research platforms, if need be, by you, to mine and collect data for cold reach. This data will be complete propriety of you and I will update it in any requested CRM. The license fee of any external software/platform will be handled by you.
3. **Sales Activities:** I will be provided an official Yugasa email address by you so I can reach out to the data/leads/contacts that I mined to sell Yugasa services to them.
4. **Documentations:** I will make email templates, ppt decks, and formats to be used to achieve sales and it will be your proprietary only once the engagement ends.

## **Deliverables**

The deliverables will be for your internal use only and I confirm to maintain the confidentiality of any/or materials/emails/documents used to attain deliverables. My target is to close \$100K worth of projects in the first year of the official start of the engagement. The official start date of the engagement must be confirmed by both parties in writing. The target will be reviewed every 3 months of the engagement. This target will increase on a yearly basis with a recurring 10% increase.

## **Resources**

Unless otherwise agreed in advance, I will not employ external human resources to carry out my work. All my services will be performed in a professional manner with reasonable skill, care and diligence. I will conduct my services in accordance with your policies as long as I have been informed of these policies in advance. The work product I deliver will not infringe any intellectual property right of any third party.

## **Place of work**

I will carry out my work 100% remotely. In certain circumstances, I may be required to travel to engage with prospects. You and I will need to agree on expenses in writing prior to travel, which will be reimbursed by you.

## **Business Models and respective Fees**

### **Revenue in Fixed Price business models:**

I will carry out a minimum of 10 hours of work per week. I will earn a commission of 10% on the net value of every \$ sale that gets signed as a fixed price project including payments towards CRs. All payments will be made in INR w.r.t. the current conversion rate at the time of signing.

**Definition of Fixed Price Business:** This is a contract-based approach where project scope, timeline, and cost are predefined. Clients pay a fixed amount for agreed deliverables. Any modifications after the agreement require Change Requests (CRs), which detail new requirements, timeline impacts, and additional costs for approval before implementation.

### **Recurring Revenue in dedicated business models:**

Total Revenue from recurring Client up to \$50K: 8% of the revenue earned  
Total Revenue from recurring Client between \$50K - \$100K: 5% of the revenue earned  
Total Revenue from recurring Client between \$100K - \$120K: 3% of the revenue earned  
Total Revenue from recurring Client beyond \$120K - 1% of the revenue earned

**Dedicated Model** involves billing clients based on actual time and resources used. It offers flexibility to adapt to evolving requirements. Clients can prioritize tasks dynamically, and no fixed scope is required. Costs depend on effort, and changes are accommodated without formal CRs. A fixed price project can turn into a dedicated engagement through fractional or dedicated maintenance hired by the client. If the fixed-price project transitions into a dedicated project through its ongoing maintenance, I will continue to receive her incentive for that project according to the dedicated client model proposition outlined above.

The above arrangement prevails considering the condition that an active engagement between both the parties exists.

Once I achieve the first-year target i.e. \$100K, I will accept a fee of 60,000 INR/month from the next year that I work for you. The commission % on every sale can be re-negotiated thereafter.

If I am not able to achieve my first-year target then I will charge a one time fee of 1,00,000 INR for my efforts during the year. This fee will only be charged if I am able to reach at least 60% of the annual target.

If I overachieve the first-year target, ex. 120%, then the one-time fee will be 1,50,000 INR. Further amounts can be discussed on higher achievements.

All payments will only be made after I send an invoice to you. The amount will be disbursed 2-3 business days after the invoice is raised. Invoices will be raised as and when a sale contract is signed with the client. (I will share my husband's bank account details for invoice)

## **Duration of Engagement**

The initial engagement is for a duration of 3 months, excluding the time that I will create a dataset of leads to reach out. My sales target for first year are as follows –

- First 3 months: Close 1 or more deals with a value of \$10k
- First 6 months: Close 1 or more deals with a value of \$50K
- First year: Achieve the target closing value of \$100K.

All Deals will be targeted to North American geography.

Communications/Sync up – Weekly. 8:30 pm PST Sundays/10 AM IST Mondays. A recurring google meeting invite is already sent starting 26<sup>th</sup> January 2025. Pre-Conditions to Engagement Commencement:

- **Non-Disclosure Agreement (NDA):** You shall provide a Non-Disclosure Agreement for my review and signature prior to the commencement of any work.
- **Yugasa Email Access:** You shall provide me with a dedicated Yugasa email address for professional communication related to this engagement.
- **Access to Sales Documentation:** You shall provide me with necessary access (e.g., links to online drives, repositories) to relevant sales documents required for the performance of the services.
- **Knowledge Transfer:** You shall facilitate a knowledge transfer session with me during the coming weeks post signing this document to provide necessary context and information for the successful execution of the services. This will enable me to commence sales activities starting February 1, 2025. This date can will be delayed if above activities are delayed.

By signing this letter, you agree to the terms and conditions contained in this letter. Any additions or changes beyond this agreement must be mutually agreed upon by both parties in writing via email.

Signed: Ashish Mittal  
Ashish Mittal (Jan 21, 2025 06:47 GMT+5.5)  
Yugasa Software Labs Pvt. Ltd.  
Name: Ashish Mittal, CEO  
Place:  
Date:

Signed:  
Shweta Dubey  
Name: Shweta Dubey  
Place: Fremont, CA. 94538  
Date: 21<sup>st</sup> January, 2025






# Engagement Letter v0.2\_Signed SD

Final Audit Report

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