



## OFFER CUM APPOINTMENT LETTER

Surendra Prasad Ojha  
Nakkhu, Lalitpur  
44600  
Nepal

Dear Surendra,

On behalf of **Tech Temple IT Solutions**, a company incorporated under the laws of Nepal, having its registered office at Kalikanagar-09, Butwal – 32907, Nepal (hereinafter the “Company” or “Tech Temple”), we are very pleased to issue this Offer cum Appointment letter for the position of **Laravel Developer.**)

Your employment with the Company will be subjected to your acceptance of this Offer cum Appointment Letter and the terms and conditions set forth hereinbelow. If you wish to accept employment with the Company, please convey your acceptance in the manner provided for by the Company.

Upon your acceptance of the offer herein, this Offer cum Appointment Letter shall form the employment contract that is a valid and binding agreement of employment between Tech Temple and you, and you shall be bound by the terms and conditions stipulated herein below.

### **1. Date of Commencement**

Your employment with Tech Temple will commence on **12-Sep-2021.**



## 2. Probation

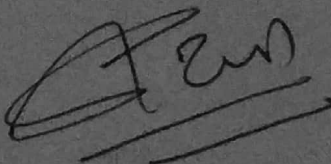
You shall be on probation for a period of 2 months ("Probation Period") from the date of joining. Your performance will be reviewed and evaluated at regular intervals during the Probation Period. Depending on the outcome of such evaluation/s, the Company may, at its sole discretion, either (a) if your performance is found satisfactory, confirm your appointment; or (b) if your performance is found to be unsatisfactory, extend, in writing, the Probation Period by a further period of 1 month or terminate your employment with Tech Temple with immediate effect and without any advance or prior notice, and with no further liabilities to Tech Temple, except for payment of remuneration up to the date of termination of employment.

## 3. Duties

- 3.1 You will be employed in the position of Laravel Developer. Your manager will advise you about your job responsibilities after joining with us. You will be expected to do your job to the best of your ability at all times as per the job responsibilities advised by your manager at the time of joining or as amended from time to time, as well as such other tasks as may be required by Tech Temple.
- 3.2 You will be required to comply with Tech Temple's rules, regulations and policies from time to time in force, including, without limitation, those policies set out in Tech Temple's Policies and Procedures, as communicated to you. Tech Temple reserves the right to change Tech Temple's Policies and Procedures from time to time as its sole discretion and you shall be bound by the same.
- 3.3 You acknowledge that during the course of your employment, as the business of Tech Temple changes, it may be necessary to rotate you in other department/units. Tech Temple therefor reserves the right to change your role and responsibilities from time to time as its sole discretion and without assigning any reason, it being understood that you will not be assigned responsibilities which you cannot reasonably perform.
- 3.4 Unless specified in writing, you shall not be authorized to enter into any contractual obligations on behalf of Tech Temple or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of Tech Temple or its affiliates.

## 4. Hours of Work

The normal business hours, at which you work, will apply to you and these will be advised on commencement of employment and when there is a change. You will be required to work from **Sunday to Friday, 10:00 am to 06:00 pm**. Saturday is considered as week-off.





## 5. Place of Work

Your place of work will be remote. You will not be asked to attend office on a regular basis. However, there might be requirement to visit office for specific reasons.

## 6. Remuneration

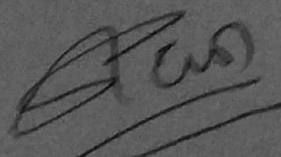
Your Annual Net Pay will be **Rs. 300,000** per annum made payable in arrears in accordance with Tech Temple's standard payroll practice and subject to all lawful deductions of income tax or otherwise. Your Net Pay will be exclusive of income tax. If your hire date is on or before the first Monday of September of the current year, you will be eligible for a performance assessment and salary adjustment in the next two months, this process occurs in the month of November every year.

If the performance of the employee is found good during the probation period, the salary will be increased by 20% (Rs 5000) as soon as the probation period ends.

## 7. Confidential Information and Confidentiality Obligations

7.1 "Confidential Information" means and includes any information that related to the business of the Company that is not generally available to the public. Without limiting the foregoing, Confidential Information includes:

- (1) The identity of, contractual terms with, and any information relating to, the Company's business partners, customers, services clients, employees, contractors, investors and the terms on which the Company does business with each such entity, or generally;
- (2) computer code (including source code and object code) or software developed, modified, or used by the Company;
- (3) data of any sort compiled by the Company, including, but not limited to, data relating to products and services, advertising and marketing, and existing or prospective customers, clients, vendors, or business partners;
- (4) algorithms, procedures or techniques, or the essential ideas and principles underlying such algorithms, procedures or techniques, developed by, or whose workings are otherwise known to, the Company (but excluding any public domain algorithms, procedures, or techniques), whether or not such algorithms, procedures or techniques are embodied in a computer program, including, but not limited to, techniques for identifying prospective customers, communication effectively with prospective or current customers, reducing operating costs, or increasing system reliability;

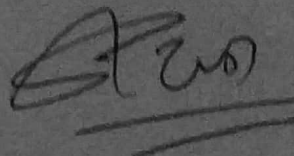




- (5) information about the Company's future plans, including, but not limited to, plans for expanding into new products, geographical areas, market segments, or services;
- (6) any information that would typically be included in the Company's financial statements, including, but not limited to, the amount of the Company's assets, liabilities, net worth, revenues, expenses, or net income;
- (7) any other information gained in the course of your employment with the Company that could reasonably be expected to prove deleterious to the Company if disclosed to third parties, including without limitation, any information that could reasonably be expected to aid a competitor or potential competitor of the Company in competing more effectively with the Company;
- (8) any information received by the Company from third parties, whether or not under obligation of confidentiality;
- (9) any information derived from any of the above, including any intellectual property rights attached thereto; and
- (10) any copies of the above-mentioned information.

## 7.2 Confidentiality Obligations:

- (1) You acknowledge that you have acquired and/or will acquire Confidential Information during the course of, or incident to, your employment with the Company, and that ability of the Company to continue in business could be seriously jeopardized if such Confidential Information were to be used by your or by other persons or firms to compete with the Company. Accordingly, you agree that you shall not, directly or indirectly, at any time, during the term of your employment with the Company or at any time thereafter, and without regard to when or for what reason, if any, such employment shall terminate, use or cause to be used any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information in connection with any activity or business except the business of the Company, and shall not disclose or cause to be disclosed any Confidential Information to any individual, partnership, corporation, or other entity unless such disclosure has been specifically authorized in writing by the Company, or except as may be required by any applicable law or by order of a court of competent jurisdiction, or any regulatory or governmental body.





## 8. Intellectual Property Rights

8.1 All patents, copyrights, trade secrets, trade/commercial names, proprietary rights, logos, slogans, and all other intellectual property rights developed by or for the Company by any person, including but not limited to intellectual property rights relating to any and/or all of the Confidential Information, ("Intellectual Property Rights") shall be owned by the Company.

### 8.2 No Grant of Rights.

You agree that all rights, title and interest in the Intellectual Rights and Confidential Information shall be owned exclusively by the Company. Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise, of a license of any kind by either you to the Company, or by the Company to you, for example, to make, have made, use or sell any product using the Intellectual Property Rights, Confidential Information, or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

## 9. Employee Data Protection

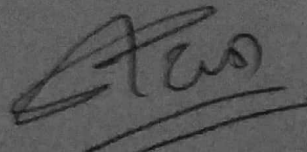
You authorize Tech Temple India to collect, process and transfer all personal employee-related information obtained by Tech Temple for the purpose of proactively managing the employment relationship.

## 10. Termination of Employment

10.1 Your employment may be terminated by either party by giving one month's written notice (exclusive of any leaves availed during the said period) or payment of one-month salary in lieu of such period to the other party. Tech Temple holds the right to accept or deny payment in lieu of the said one-month notice.

10.2 Tech Temple reserves the right to terminate your employment forthwith "for cause" without advance notice and without payment of severance, in the event you:

- (i) Have been found guilty of any misconduct or indiscipline after due enquiry by Tech Temple;
- (ii) Have violated or are in breach of any of the terms of this Offer cum Appointment Letter or Tech Temple's Policies and Procedures;





- (iii) Have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to Tech Temple.
- (iv) Have suppressed any information or submitted false information with the view to obtain employment in Tech Temple.
- (v) Are convicted for any offence under any law for the time being in force in any jurisdiction;
- (vi) Commit any act detrimental to the interest of Tech Temple;
- (vii) Abstain from the work for seven consecutive days without informing Tech Temple.

## 11. Employer – Employee Relationship

The relationship between the Company and you hereunder shall be solely that of an employer and employee and no modification of responsibility or compensation made hereinafter shall be construed so as to constitute the relationship of partners, joint ventures or so as to construe you as an independent contractor of the Company.

## 12. Agreement/Contract

You will be tied up with the Company for **6 months** of period from the date of joining. In this period, you are not allowed to leave the company with or without prior notice. Furthermore, **50% of the first month salary** will be kept in hold, which will not be released to the employee if he/she decides to leave the company within **first 6 months** or any time after **without 1 month of notice period**.

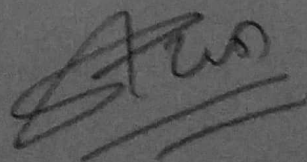
## AUTHORIZATION

By

Swagat Gyawali, Co-founder of Tech Temple

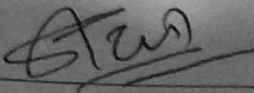
Date: 10-Sep-2021

Location: Butwal, Nepal



### ACCEPTANCE

I acknowledge receipt of this Offer cum Appointment Letter and, after reading understanding the same, I accept Tech Temple's offer of employment on the terms set out in this Offer cum Appointment Letter.

Sign: 

Surendra Prasad Ojha

Lalitpur, Nepal

+977-9860347384

