

16/10/2023

Ujjwal Agarwal

S/O Sanjeev Kumar, Flat No.-6, First Floor, Harsh Enclave Society, Near Huda Office, Sec-19/1, Kaithal, Haryana - 136027

Subject: Letter of Appointment for Internship

Dear Mr. Ujjwal,

We are pleased to offer you, the position of **Software Engineer (Intern)** with **NexG** (the 'Company') On the following terms and conditions: **(Some of the T&C will not be applicable for Interns)**

1. Commencement of employment

Your employment became effective on Oct 10th, 2023.

2. Job Title

Your job title will be **Software Engineer (Intern)**, please refer the Job Descripting in **Annexure III**.

3. Client

You will be working with **NexG** and You will report to **Ramananda Kairi**, **CEO and Founder**.

4. Documentation

You have to provide all the necessary documents with our HR team to complete your joining process smoothly, please check the required document list in **Annexure**II.



5. Salary

Your salary and other benefits will be as set out in **Annexure I**, hereto.

6. Work Location

The Employee's work location shall be entirely remote, allowing them to work from their preferred location. However, the Employee shall be prepared to collaborate with colleagues and contribute to projects at any of the Company's existing or future business locations, as required.

7. Work Schedule

The Employee's standard workweek shall be **Monday through Saturday**, with normal working hours set from **10 AM to 7 PM** or as per Company requirements. It is expected that the Employee dedicates a minimum of **25 hours per week** to fulfill their duties and responsibilities. Please note that additional hours may be required based on the Employee's role and project needs.

8. Leave Policy

The Company has a minimal leave policy to ensure smooth operations and productivity. The following types of leaves are provided:

- **8.1. Earned Leave (EL):** The Employee will accrue 10 days of earned leave per year, which can be carried forward and encash upon leaving the organization or at the end of the financial year.
- **8.2. Casual Leave (CL):** The Employee is entitled to 5 days of casual leave per year to address unforeseen circumstances or personal needs. These leaves cannot be carried forward to the next year.



8.3 Sick Leave (SL): The Employee will be granted 5 days of sick leave per year for health-related absences.

Please note that any unused leave, except for Earned Leave, will not be carried forward to the next year. It is essential to plan your leaves judiciously to ensure a seamless workflow and to minimize disruptions to the team.

9. Leave Application Terms:

- **9.1.** All leaves, except for sick leave, must be applied for in advance through the appropriate leave management system or as per the company's procedure.
- **9.2.** For casual leaves and earned leaves, please submit your leave application at least 7 days in advance to allow for proper arrangements and coverage.
- **9.3.** In case of sick leave, inform your reporting manager as soon as possible, preferably within the first half of the day of absence. A medical certificate may be required for absences of more than two consecutive days.
- **9.4.** Leave approval is subject to your manager's discretion and operational requirements. Please ensure that your work is adequately delegated or covered during your absence.
- **9.5.** Any unapproved leaves or failure to follow the leave application process may result in loss of pay or disciplinary action. Send your leave applications to **hr@nexg.tech**.
- **9.6.** The Company's leave credit policy ensures that the Earned Leave (EL) accrues at a rate of 0.83 days per month, totaling 10 days per year, and can be carried forward to the next fiscal year or encash upon leaving the organization or at the end of the financial year. Casual Leave (CL) is credited at a rate of 0.42 days per month, totaling 5 days per year, but cannot be carried forward to the next year. Sick Leave (SL) of 5 days per year is granted upfront and cannot be carried forward to the next year. It is advisable to plan the usage of leaves judiciously to maintain operational continuity and minimize disruptions.



10. Nature of duties

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the company may call upon you to perform, from time to time. Your specific duties are set out in **Annexure III** hereto.

11. Bring Your Own Device (BYOD) Policy

Our company follows a Bring Your Own Device (BYOD) policy, which means we do not provide any devices for work-related tasks. You are responsible for procuring and maintaining your own devices, such as computers, smartphones, and other equipment necessary to perform your duties effectively. Please ensure that your devices meet the company's minimum technical requirements and security standards to protect sensitive data and maintain smooth operations.

12. Handling and Return of Company Property

During your employment, you are expected to properly maintain and care for any Company property entrusted to you for official use. Upon the conclusion of your employment or when requested, you must promptly return all Company property in good condition. Failure to return the property or any damage beyond normal wear and tear may result in the Company recovering the cost of the items from you.

13. Prohibition on Borrowing and Accepting Gifts

You are prohibited from borrowing or accepting money, gifts, rewards, or compensation for personal gain from any person or client with whom you have official dealings. Additionally, you must not place yourself in a position of financial obligation to such individuals, as it may compromise your professional integrity and the Company's interests.



14. Probation and Termination

- 14.1 Probation Period: Your employment will commence with a probation period of 6 months. During this probation period, the Company can terminate your employment by providing 15 days without any reason' prior notice in writing or salary in lieu thereof. You may terminate your employment during the probation period by giving 30 days' prior notice in writing. For the purpose of this clause, salary shall mean basic salary.
- **14.2 Post-Probation Termination:** After the successful completion of your probation period, your appointment can be terminated by the Company, without any reason, by giving you not less than 30 days' prior notice in writing or salary in lieu thereof.
- **14.3 Employee-initiated Termination:** You may terminate your employment with the Company, without any cause, by giving no less than 30 days' prior notice in writing or salary for the unserved period, left after adjustment of pending leaves, as on the date.
- **14.4 Summary Termination:** The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the Company.
- **14.5 Return of Company Property:** On the termination of your employment for whatever reason, you will return to the Company all property; documents and papers, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data, and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.



15. Non-Compete Agreement

15.1 During your employment with the Company and for a period of **12 months** following the termination of your employment for any reason, you agree not to engage in, directly or indirectly, any competing business activities that are in conflict with the Company's interests. This includes, but is not limited to, working for, providing services to, or being associated with any competitor or any entity that is engaged in the same or similar line of business as the Company.

15.2 You further agree not to solicit or attempt to solicit any of the Company's clients, customers, or business partners, or to induce or attempt to induce any employee, consultant, or contractor of the Company to terminate their relationship with the Company or to engage in any competing business activities during the non-compete period.

15.3 In the event of a breach of this non-compete agreement, you acknowledge and agree that the Company may suffer irreparable harm and will be entitled to seek appropriate legal remedies, including but not limited to injunctive relief and monetary damages.

15.4 The non-compete obligations described herein shall be limited to the extent permitted by applicable law and shall not apply in circumstances where such restrictions are deemed unenforceable or unreasonable.

16. Confidentiality and Non-Disclosure

16.1 During your employment with the Company, you will devote your full time, attention, and skill to the best of your ability to the Company's business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, be concerned, be employed, or engaged in any other business or activities, hold any other post or work part-time, or pursue any course of study whatsoever without the prior permission of the Company.



- 16.2 You must always maintain the highest degree of confidentiality and not disclose or share any Confidential Information with anyone (Client, Nex Gen Employees and Any Third Party), including financial information, relating to the business of the Company or its designated clients. This applies to any information obtained during your employment, whether shared with you directly or indirectly. Confidential Information includes, but is not limited to, information about the Company's business, customers, organization, customer lists, employment policies, personnel, products, processes, ideas, concepts, projections, technology, manuals, drawings, designs, specifications, and all papers, resumes, records, and other documents containing such information.
- **16.3** At no time will you remove any Confidential Information from the office without permission.
- **16.4** Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company.
- **16.5** Breach of the conditions of this clause will render you liable to summary dismissal under the termination clause, in addition to any other remedy the Company may have against you in law.

17. Communication of Information

You can provide notifications to the Company by sending them to the Company's registered office address. The Company can deliver notifications to you at the address you have indicated in the official records.



18. Relevance of Company Policies

The Company reserves the right to announce and modify policies related to aspects such as leave allowances, maternity leave, employee benefits, work hours, transfer procedures, and more, at its sole discretion. Any such policy decisions made by the Company will be obligatory for you and will supersede this Agreement in those regards.

19. Legal Authority and Jurisdiction

The Company's employment relationship with you is governed by Indian laws. Any disputes that arise shall fall under the exclusive jurisdiction of the Punjab & Haryana High Court.

20. Quarterly Appraisal Program Policy

20.1. Objective: The objective of the Quarterly Appraisal Program is to provide feedback to employees on their performance, recognize their achievements, and facilitate their professional growth. The program also aims to align employee performance with company goals and values.

20.2. Appraisal Process: The appraisal process will be conducted every quarter by the employee's supervisor or manager. The appraisal will be based on the employee's performance in the previous quarter and their contributions to the team and the company.

20.3. Increment and Bonus: Based on the appraisal, employees will be eligible for an increment and bonus. The maximum increment will be 5%, and it will be determined based on the following criteria:

A bracket: 5% increment and eligible for `Profit Sharing`

B bracket: 3% increment

C bracket: 1% increment



- **20.4. Performance Improvement Plan (PIP):** If an employee's performance is below expectations, they will be put on a Performance Improvement Plan (PIP). The PIP will be created by the employee's supervisor or manager, and it will include specific goals, timelines, and feedback mechanisms. The employee's progress on the PIP will be monitored, and they will receive support and guidance from their supervisor or manager.
- **20.4. Termination Policy:** If an employee falls into the C bracket in two consecutive quarters, the company reserves the right to terminate their employment. However, before taking any such action, the employee will be given a chance to improve their performance through a PIP.
- **20.5. Feedback Mechanism:** The company encourages open and honest communication between employees and their supervisors or managers. Therefore, the employee will have an opportunity to provide feedback on the appraisal process and their performance goals.
- **20.6. Confidentiality:** The appraisal process and the feedback given to employees will be kept confidential. Only the employee's supervisor or manager and HR personnel will have access to the appraisal data.
- **20.7. Compliance with Laws and Regulations:** The company will comply with all relevant laws and regulations related to the Quarterly Appraisal Program. The company will also ensure that the appraisal process is free from discrimination and bias.
- **20.8. Profit Sharing:** The company will share a certain percentage of its profits with eligible A bracket employees every quarter. The percentage will be determined by the company's management and will be based on the company's financial performance in the previous quarter. The profit-sharing amount will be distributed among eligible A bracket employees based on their performance and contribution to the company.



- **20.9. Record-Keeping:** All appraisal and profit-sharing data will be recorded and maintained in the employee's file. The company will ensure the accuracy and completeness of the data.
- **20.10. Continuous Improvement:** The company will continuously review and improve the Quarterly Appraisal Program to ensure its effectiveness and relevance. Feedback from employees and their supervisors or managers will be considered in the review process.
- **20.11. Policy Acknowledgment:** Employees will be required to acknowledge that they have read, understood, and agreed to comply with the Quarterly Appraisal Program Policy

15. Company Email and Communication Policy

- **15.1 Mandatory Use of Company Email:** It is mandatory for all employees to use their assigned company email address for all work-related communication. This includes, but is not limited to, correspondence with colleagues, clients, and vendors, as well as submitting timesheets and project updates.
- **15.2 Required Software Installation:** Employees are required to install Microsoft Task, Outlook, and Teams on both their work computer systems and mobile phones. These applications serve as essential tools for communication, collaboration, and project management within the company.
- **15.3 Communication with Clients:** All communication with clients, including the submission of daily timesheets, must be conducted through the company email address. This ensures a consistent and professional image, as well as adherence to company policies regarding confidentiality and data security.



22. Acknowledgment

Kindly validate your agreement to this Employment Contract by signing and submitting the duplicate copy provided

We welcome you and look forward to receiving your acceptance and to working with you.

For Nex Gen Tech

Manish

Employee

Your's Sincerely,

Your's Sincerely,

Manish Thakur

Ujjwal Agarwal

General Manager – HR & Finance

Software Engineer - Intern

Oct 16th, 2023

Oct 16th, 2023

Schedule I – Compensation Breakup

Salary Components	Monthly (INR)	Yearly (INR)
Basic	5400	64800
HRA	2700	32400
LTA (Leave Travel Allowance)	0	0
Special	3900	46800
Gross Salary (CTC)	12000	144000
ESIC (Employer Contribution)	0	0
ESIC (Employee Contribution)	0	0
PF (Employer contribution)	0	0
PF (Employee Contribution)	0	0
Professional Tax	0	0
Deductions	0	0
Net In-hand Salary	12000	144000

^{*} Subject to TDS deduction as per Income Tax Act 1961 (If Applicable)

^{***} Please note, In this Internship Program Company wants you to work for at least 6 month minimum though for any unavoidable circumstances from your side

Resignation policy will be applied as per Term no 14. Probation and Termination

Annexure II - Required Documents for Joining

The following documents and details are required on or before joining. Please note that documents marked with an asterisk (*) must be submitted at the time of joining, documents marked with two asterisks (**) must be submitted within 45 days from the date of joining, and documents marked with three asterisks (***) must be submitted before joining.

- 1. Latest qualification certificates and mark sheets (SCAN ONLY) *
- Professional photograph (passport size preferably white background) (SCAN ONLY) *
- 3. PAN card (SCAN ONLY) *
- 4. Aadhar card (both sides) (SCAN ONLY) *
- Cancelled cheque/bank proof (must mention your name, bank name, A/C no.
 & IFSC code) (SCAN ONLY) *
- 6. Latest CV (SCAN ONLY) *
- 7. Latest 3 pay slips (SCAN ONLY) *
- Contact credentials of the previous company HR SPOC (Name, Phone no. & Email) (SCAN ONLY) *
- 9. Details of your Blood group (DETAILS ONLY) **
- 10. Date of birth of your family members (Spouse + Kids + Parents) (DETAILS ONLY) **

Please refer to this Annexure II for the required documents and details.



Annexure III – Job Description

Job Title: Software Engineer Intern

Company: NexG Location: Remote

Job Type: Internship

Job Description:

NexG is seeking a highly motivated and talented Software Engineer Intern to join our dynamic team. As an intern, you will have the opportunity to work closely with our experienced software engineering team and gain hands-on experience in developing and maintaining our cutting-edge web applications. This internship will provide you with exposure to both frontend and backend development, focusing on expertise in React, Python, Golang, and other relevant technologies.

Responsibilities:

Collaborate with the software engineering team to develop and enhance frontend components of our web applications using React.

- 1. Assist in designing and implementing user interfaces that are intuitive, visually appealing, and optimized for performance.
- 2. Work on backend development tasks using Python, Golang, and other relevant programming languages.
- 3. Contribute to the development of RESTful APIs and database integration.
- 4. Participate in code reviews and provide constructive feedback to ensure code quality and adherence to best practices.
- 5. Collaborate with cross-functional teams, including product managers, designers, and QA engineers, to deliver high-quality software solutions.
- 6. Research and experiment with new technologies, frameworks, and libraries to enhance the overall software development process.
- 7. Contribute to the documentation of software design, architecture, and implementation details.

8. Stay up-to-date with industry trends and advancements in frontend and backend development to help drive innovation within the company.

Requirements:

- 1. Currently pursuing a bachelor's or master's degree in Computer Science, Software Engineering, or a related field.
- 2. Strong proficiency in frontend development using React, JavaScript, HTML, and CSS.
- 3. Familiarity with frontend frameworks and libraries, such as Redux, Angular, or Vue.js, is a plus.
- 4. Proficiency in backend development using Python, Golang, or other relevant languages.
- 5. Understanding of RESTful APIs and experience in designing and implementing API endpoints.
- 6. Familiarity with databases, such as MySQL, PostgreSQL, or MongoDB.
- 7. Experience with version control systems, such as Git.
- 8. Strong problem-solving and analytical skills.
- 9. Good communication and collaboration skills to work effectively within a team.
- 10. Ability to adapt to a fast-paced, agile development environment.

This internship offers a unique opportunity to gain practical experience and develop technical skills in both frontend and backend development. You will have the chance to work on real-world projects, learn from industry professionals, and contribute to the growth of our company. If you are passionate about software engineering and eager to expand your knowledge, we would love to hear from you.