

Dear Asis Dash,

Reg: Appointment as 'Trainee' at CloudNext Technologies Private Limited.

We are pleased to offer you an appointment with CloudNext Technologies Private Limited on the terms and conditions given below.

1. You will confirm to the rules and regulations pertaining to the facility you are working in, under all Circumstances. Such rules shall include rules pertaining to hours of work, holidays or otherwise.

Position:

2. You are appointed as **"Trainee"** and operationally will have a direct reporting to your respective Lead/Manager in CloudNext Technologies Private Limited. Your date of joining would be 28th February 2022.

Location of Work

3. Hyderabad or Remote (Based on the COVID situation)

Appointment after Training Period:

4. On successful completion of Training period (One Month), based on your performance, you would be appointed as **"Python Developer"** with the pay of market standard. Rejection of offer after utilizing the training will lead to recovery of training cost incurred, which would be decided thereof. During training period, you would be paid for either Lunch or Transportation only.

Remuneration:

5. You will be paid a CTC of **Rs. 220000/- (Rupees Two Lakh Twenty Thousand Only)** per Annum. First 6 months will be the probation period and after completion of the probation, you will be considered as the permanent employee of the organization, subject to acceptance of Employment Agreement and your and Company's performance during the tenure of your assessment period.

Your salary will be disbursed on the 5th day of each calendar month. **As per the conversation with you, you have to serve minimum Two years (2 Yrs) from the date of joining** (In case of resignation or termination, the notice period **(90 days)** is inclusive of minimum serving period).

Hours of Work:

6. Your hours of work will be **from 9:00 AM to 6:00 PM** at CloudNext Technologies Private Limited. Over and above hours you may be required to work extended hours due to exigencies of services.

Annual Leave and Holidays:

7. You will be eligible for 6 optional holiday and you will be also eligible for 12 days paid leave in a period of 12 months. Please find the List of optional holidays in Annexure-1.

Termination of Employment:

8. You or the company can in writing terminate the employment (with respect to code of conduct) by giving 90 days' notice period.
-

Termination of employment by you:

9. You are required to provide us with an applicable minimum notice period of 90 days, if you decide to terminate your employment with us. In the event that you fail to provide a minimum of notice or fail to work through that notice period and co – operate in an orderly handover of your work, you shall forfeit the equivalent pay in lieu of notice.

Termination of your Employment by the Company:

10. The company retains its right to summarily dismiss an employee without pay in the appropriate circumstances such as when you have been considered guilty of misconduct or fraudulence.
11. For a period, equivalent to notice period, the company may in circumstance in which it reasonably believes that you are guilty of misconduct or in breach of your employment terms in order that the circumstances giving rise to that belief may be investigated, suspend you from the performance of your duties or exclude you from any premises of the firm and need not give any reason for so doing.

Restriction after Termination:

12. Your covenant with us that you will not at any time in any capacity in any Restraint Area during the Restraint Period;
- (a) Induce or attempt to induce any of the employees of CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED to terminate their agreements or contract with CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED.
 - (b) Solicit or attempt to solicit the business or customer of any client of CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED (excluding persons who become clients of CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED after date of termination of your employment with CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED).
 - (c) Solicit or attempt to solicit the business or customer of any person whose business or customer CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED was, to your knowledge, cultivating at the time of termination of your employment with CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED.
13. Each of those covenants constitutes a separate covenant given by you. If any or more of those separate covenants is or becomes invalid or unenforceable for any reason, that invalidity or unenforceability will not affect the validity or enforceability of any of the other separate covenants which remain binding on you.

You acknowledge that those obligations are:

- (a) Fair and reasonable in regard to the subject matter, are and duration
- (b) Reasonably required by CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED to protect its business and goodwill and financial interests:
- (c) Given voluntarily and without any coercion or pressure.

The obligation set out above are made in favour of CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED by it by injunction proceedings without prejudice to any rights or remedies which it may have. **“Restraint Area”** means any territorial jurisdiction of India.

“Restraint Period” means 4 months commencing from the date of termination of your employment or any lesser amount considered appropriately by an appropriate court.

Undertaking / Code of Conduct / Code of Business ethics

All aspects of the company's business as well as clients are to be treated as strictly private and confidential.

Company's Policies

It is an essential condition of your employment that you must comply with all existing and new Firm policies and procedure. Any breach of company's policies or procedures may lead to disciplinary action.

Company's Property

In order to perform your duties on behalf of CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED. You may be supplied with property and Information, which belongs to the company.

On termination of your employment, you will immediately return all property and information property belonging to the company which was supplied to you.

Confidentiality Undertaking

You shall at all times treat as and keep confidential all information that is the property of CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED that has not lawfully entered the public domain, which includes but is not limited to the names and other information contained within the CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED which you may become aware of during the course of employment:

You shall not use or divulge any of the information referred to above either during the period of employment or after the employment ceases, other than:

- In the ordinary course of your employment;
- With the prior written consent of CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED.
- For the purpose of obtaining legal or financial advice; or
- Where ordered to disclose by a court, commission, or Tribunal or mediation conferences in any jurisdiction.

If these terms and conditions are acceptable to you, please sign and return this letter to us. We welcome you into the family of CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED and wish you all the best in your new role.

For CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED

Authorized Signatory

I, **Asis Dash** accept the above terms and conditions of employment with CLOUDNEXT TECHNOLOGIES PRIVATE LIMITED.

Sign: 
Date: 28/02/2022

ANNEXURE – I

List of Optional Holidays

You are eligible to utilize any Six (6) days as optional holidays(OH) from the list below, in addition to casual leaves (CL) as mentioned in the offer letter.

1. New Year
 2. Sankranti
 3. Republic Day
 4. Holi
 5. Good Friday
 6. Ugadi
 7. Ambedkar Jayanthi
 8. Sree Rama Navami
 9. Bakrid
 - 10.Independence Day
 - 11.Vinayaka Chaturdhi
 - 12.Gandhi Jayanthi
 - 13.Dasha Hara (Dussera)
 - 14.Deepavali (Diwali)
 - 15.Christmas
-