

Private & Confidential
Executed at Gurugram, Haryana
Ref: Brainbox Network/HR/OL/1.5

Dated: 13-Mar-2023

To: Nitesh Sahu S/O Umashanker Sahu

Email- niteshsahujhansi@gmail.com

Permanent Address: 492, Shivaji Nagar, Jhansi, Uttar Pradesh 284001

Current Address: Om Sai PG Jharsa Sector 39 Gurgaon-122003

OFFER LETTER- [INTERNSHIP]

Dear Nitesh,

This is regarding your application and subsequent discussions (Interview) we had with you. On behalf of Brainbox Network an ISO certified company, we are pleased to offer you the position of **[Trainee Technology]** on a full-time basis at Gurgaon Office, with effect from **[13-Mar-2023]**. You will be governed by the organization policies as applicable from time to time at the discretion of the Employer.

By accepting this offer-

1. You agree to the **[INTERNSHIP]** terms and conditions. Refer Terms and Conditions Annexure.
2. The notice period and termination provisions of the **[INTERNSHIP]** will be governed by this letter.

Please sign and return to the undersigned the duplicate copy of this letter, confirming your acceptance.

We look forward to an enduring relationship with you.
Congratulations and welcome to the team!

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 1	

EMPLOYMENT AGREEMENT [TERMS AND CONDITIONS]**INTERPRETATION**

BrainBox Network, (registered under The Partnership Act, 1932) or are hereinafter referred to as **“EMPLOYER”** or **“FIRST PARTY”**.

AND

The Employee or Trainee is hereinafter referred to as **“SECOND PARTY”**.

The Employer and the Employee/Trainee are hereinafter collectively referred to as **“PARTIES”** and individually as **“PARTY”**.

AND

Salary or Stipend are hereinafter referred to as **“WAGES”**.

AND

Probation or Training is hereinafter referred to as **“TRIAL-PERIOD”**.

1. CONFIRMATION

- 1.1. The trial-period starts from **[13-Mar-2023]**. The duration of the trial-period will be 6 months; however, the Employer reserves the right to extend Employee trial-period in the event that Employee performance is not up to expectation. It is flexible to increase/ decrease based on the performance and management decisions.
- 1.2. On completion of the trial-period, final employment shall be confirmed by the Employer based on the performance and management decision further that on complete background verification check, by providing an appointment letter that shall be offer you a permanent job.

2. COMPENSATION

- 2.1. Employment wages shall be **INR 15,000** per month before tax, and during trail period wages will be released only 21st of each month. Refer to salary annexure.
- 2.2. During the trial-period, the Employer shall be entitled to lien the 21 days of wages according to terms and policy.
- 2.3. All payments to be made by the Employer to the second party under this agreement shall be subject to deduction of statutory taxes, as may be applicable from time to time.

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 2	

3. TRAINING

3.1. You agree that special training is proposed to be given to you by the Employer. You acknowledge that this training would result in you acquiring new skills and specialized knowledge, thereby giving you an edge in your field and considerably improving future employment opportunities for you. You also agree and acknowledge that the Employer in the process of training, would incur considerable expenditure direct and indirect, financial and un liquidated, related to faculty, computer time, travel costs, support facilities, stipend/ remuneration payable in the trial-period, towards training. In parodies of these costs and the cost of induction and replacement, you are required to work for at least for a minimum stipulated period of time. In view of the specialized training intended to be imparted by the Employer to you, you have agreed and are ready and willing to be in the employment of the Employer for (1) Year from the date of confirmation. In case of any breach of training agreement, you have agreed to pay Employer sum of INR 1, 50,000 by way of compensation as liquidated damages.

4. TERMINATION

- 4.1. During the trial-period, if Employee performance is not found to be satisfactory, the Employer shall have the right to terminate your services by (1) week notice. In such a case, no document and wage slip shall be issued to the second party.
- 4.2. During the trial-period, if any case of discontinuing of service by the second party' for any reason, advance written notice and information shall be given to HR department and required to serve for (1) month notice period and mandatorily to complete all exit formalities including knowledge transition and documents handover
- 4.3. In the case specified under clause (4.2), second party shall not be issued either of the following documents [wages slip, documents and trial certificate], and reimburse for training cost, the amount/fee incurred in providing training during trial-period, an amount equivalent INR 50,000 as compensation.
- 4.4. After completion of trial-period, the second party shall abide by the following terms specified under:
- If performance is not found to be satisfactory, the Employer shall terminate your services any time by giving, up to (3) months' notice in writing only.
 - Notwithstanding, you shall be required to serve the Employer for not less than one (1) year.
 - In any case of discontinued in service without serving (1) year, second party shall be required to serve for not less than (3) month notice period.
 - Provided further that, in case of violation in specified under {4.4 (b) and (c)} second party shall liable to be pay INR 1, 50,000 as compensation.

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 3	

- e) Further that, in any case you intent to leave the organization you shall be required to give (3) month's advance notice and shall serve the notice period failing which you shall be required to pay (3) month's salary in lieu of notice period.
- f) Further, in any case of termination, employer shall subject to condition of business activity, critical position, transition, and in pandemic etc., have right to extend notice period up to (3) months at employer discretion and the employee shall be discharged from the services only after the expiry of extended notice period. Additional salary for the extended notice period will be paid to the employee.

4.5 Provided further also that, in specified under clause {4.2 and 4.3 and [4.4 (c) and (e)]}, second party shall, not without a sufficient cause terminate his/her employment. In case of violation status shall be marked as absconding and is required to compensate the company with 3 months' salary in lieu of notice.

4.6 Abscond from the company is a crime and breach of this agreement, subject to the terms; the Employer can take legal action against the absconder by sending an immediate legal notice to the second party.

4.7 During the notice period, working days away from [Gurgaon Office] and leaves would not be accounted for.

4.8 In the event of termination of the agreement, no fee or reimbursement shall be payable by the Employer to The second party that becomes due after the date of termination of the agreement except the pre-approved expenses.

5. WORKING HOUR

5.1. Normal working time shall be as per [Gurgaon Office] on Monday to Saturday (except 2nd and 4th Saturday) and lunch break shall be as per [Gurgaon Office].

5.2. During trial-period working time shall be 10a.m. to 8p.m. on Monday to Saturday (including 2nd and 4th Saturday shall also be supposed to work for the training purpose)

5.3. During trial-period time workⁱⁿg days shall be countable from [Gurgaon Office] only.

5.4. The Employer however may change the time as and when required to meet internal requirements.

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 4	

6. SECOND PARTY'S DUTY TO RETURN

6.1. Any and all the "Employer's property" acquired by the Employer and which is in the possession of the second party under this agreement shall be returned to the Employer immediately upon termination/expiry of this agreement. It is further agreed and understood that until such time as all the Employer's property is returned, the Employer shall, in addition to initiating legal proceedings for recovery (and without prejudice to any other rights or remedies that the Employer may have under law or equity), be entitled to deduct the full value of the said property/properties calculated at its then replacement price from the salary, emoluments or other dues payable to the second party.

7. NON-COMPETE

- 7.1. In consideration of the Employer agreeing to enter into this Agreement, the second party agrees and covenants with and undertakes to the Employer to undertake the following non – compete obligations:
- 7.2. The second party shall devote his full business time to the business affairs of the Employer and shall perform his duties faithfully and efficiently subject to the direction of the Employer.
- 7.3. The second party shall not engage in directly or indirectly or undertake the following:
- (a) Any other economic activity competing with the business of the Employer.
 - (b) Engage in any other activity that will interfere in the employee's ability to devote his full business time to the business affairs of the Employer.

8. IDEMINIFY

- 8.1. The second party shall indemnify the Employer against any expenses, including amounts paid upon judgments, counsel fees, environmental penalties, and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the Employer in connection with his/her defence or settlement of any claim, action, suit, or proceeding in which he/she is made a party or which may be asserted against his/her because of his/her employment or the performance of duties in this agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, by-law, agreement, or otherwise.

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 5	

9. WAIVER

9.1. No waiver by a part of a failure or failure by any other party to this agreement to perform any provision of this agreement shall operate or be constructed as a waiver in respect of any other or further failure whether of a like or different character.

10. SEVERABILITY

10.1. The parties agree that if any of the provisions of this agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

CONFIDENTIAL

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 6	

11. GENERAL

- 11.1. By default, in any case, if a second party works more than 5 days from Place, other than Gurgaon Office], then Work from Home policy shall apply accordingly at the discretion of employer
- 11.2. In case, if [Gurgaon Office] is being functional further that location of working shall be in the [Gurgaon Office]. The second party is supposed to work from the [Gurgaon Office] until and unless it is explicitly approved.
- 11.3. Second party shall not be working for or associated in any format with any current client and partner of Employer within 24 months of release / termination from Employer. If Second party gets a job offer from any of the Employer clients or associates or competitors, he is supposed to inform the management via email. Violation shall lead to termination.
- 11.4. If at any time in Employer's opinion, which is final in this matter is found second party performer or guilty of fraud, dishonesty, disobedience, disorderly behaviour, negligence, indiscipline, absence from duty without permission or any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, second party's services may be terminated without notice and on account of reason of any of the acts or omission the Employer shall be entitled to recover the damages from second party depending upon circumstances legal actions can be taken.
- 11.5. In case of termination Employer is not liable to provide following -
- 11.5.1. Experience letter
 - 11.5.2. Last month wages
 - 11.5.3. Any due incentive/bonus/variable pay
- 11.6. You shall be based in [Gurgaon Office] but will serve the Employer or any of its subsidies or associated companies in any location within or outside of India.
- 11.7. In all cases, Employer decisions would be considered as final.

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 7	

12. DISPUTE

- 12.1. In the event any dispute arises between the parties out of or in connection with this agreement, including the validity thereof, the parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about amicable attempts, which shall continue for not less than 15(fifteen) days, gives A notice to this effect, to the other party in writing.
- 12.2. In case of such failure, the dispute shall, upon the expiry of the aforesaid period, be referred to sole arbitrator appointed by the Employer for arbitration, the proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996(as Amended) and shall be held in Gurugram, Haryana. The cost of arbitration shall be born equally by both the parties. The language of the arbitration shall be English.
- 12.3. This agreement shall be governed and interpreted in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Courts of Gurugram, Haryana.

Please sign and return to the undersigned the duplicate copy of this letter, confirming your acceptance.

We look forward to an enduring relationship with you.

SIGNED AND DELIVERED BY BRAINBOX NETWORK By: [AUTHIRITORY SIGN] Date:13-03-2023 Place: 404 Greenwood Plaza, Sector 45 Gurugram, Haryana, 122022	SIGNED AND DELIVERED BY: MR. NITESH SAHU Date: Place:
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WITNESS-

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 8	

SALARY ANNEXURE

Dear Nitesh,

Employee annual cost to the Employer is distributed as:

Salary Break – Up		
	Monthly	Annually
Taxable Components		
Basic	7,500	90,000
Special Allowance	3,750	45,000
Statutory Bonus	-	-
Non Taxable Component		
HRA	3,750	45,000
LTA	-	-
CTC	15,000	1,80,000

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 9	

APPENDIX

The following documents are requested to be sent, for initiating your Background Verification:

1. Resignation Letter Email within 2 days of offer letter issuance.
2. Class X Mark Sheet and Certificate
3. Class XII Mark Sheet and Certificate
4. Graduation Mark Sheet and Certificate
5. Post-Graduation Mark Sheet and Certificate
6. Passport Size Photographs
7. Permanent Address Proof - Aadhaar Card
8. Present Address Proof - Rent Agreement / Landlord Address Proof
9. PAN Card
10. Offer / Appointment Letters from Last employers.
11. Copy of Relieving Letter, or Resignation with Acknowledgement from the last employers
12. Copy of Resignation Letter
13. Proof of Compensation Last Drawn – 3 Salary Slips.
14. Cancelled Bank Cheque for Salary Deposit.
15. Post Date Cheque for Training Fee Compensation

Date:	Employee Signature:
BrainBox Network	Confidential – Offer Letter v1.5
404, Greenwood Plaza, Sector-45 Gurugram Haryana	Phone: 0124-4027529
Page 10	