

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT (the "**Agreement**") is entered into as of 2022-06-28,
at Kathmandu.

Between

SPROUT TECHNOLOGY SERVICES PVT. LTD., (Registration Number: 57249/065/066) a
Company incorporated under the laws of Nepal and having its registered office at
Jhamsikhel, Lalitpur (the "**Company**").

AND
Grandson/granddaughter of Nhuchee Raj Bajracharya, son/daughter of Prakash Bajracharya,
Mr/Ms. Anush Bajracharya, a permanent resident of Nayabazar,
Citizenship No: 27-01-72-12276 and temporarily residing at Nayabazar
(the "**Employee**").

WHEREAS the Company desires to retain the services of the Employee, and the Employee
agrees to render the services in the capacity of an independent Employee upon the terms and
conditions of this Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual benefits, facts, promises and
covenant contained herein the Company and the Employee (the "**Parties**") agree to enter into
this Agreement with free consent.

Terms and Conditions of Agreement

1. Terms of Agreement

1.1. This Agreement will be effective from the date of 2022-06-28 ("**Effective Date**") and shall remain in force for 06/30/2023 unless otherwise terminated for any reason whatsoever. The term of this Agreement may be extended further in mutual consent of the Parties.

1.2. The Company shall consult with the employee if the company requires his/her service beyond the term of this Agreement. The Agreement shall be deemed to have been renewed upon the acceptance of the Employee in writing.

2. Engagement at work

2.1. The Employee must be at least 18 years older in order to be eligible to work with The Company. The Employee shall accept the work on the project to project basis ("**Project Work**"). Each Project Work made available through the system

and accepted by the Employee shall constitute separate and independent Project Work. The employment relationship between the Parties shall commence only upon the acceptance of the Project Work by the Employee. The employment relationship shall be continued only up to the period of the completion of the Project Work. The Employee is not bound to accept the Project Work proposed by the Company. The Company shall notify the Employee with the details of the Project Work each time the Employee is required to render service.

- 2.2. The Employees are encouraged to involve in Learning and Serving activities while they are on the “**Project Work**”. These activities are generally known as Community Service Projects, Social Events and Sprout Sessions. All of these activities are voluntary and the employee is not bound to take part in these.

3. **Duties and Responsibilities**

- 3.1. The duties and responsibilities of the Employee shall be as follows:

- 3.1.1. The Employee shall be responsible for the completion of the Project Work within the specified time as prescribed by the Company.
- 3.1.2. The Employee shall deliver the Project Work to the Company as instructed and in the prescribed format as assigned by the Company.
- 3.1.3. The Employee shall follow the instructions of the Company from time to time during the period of the Project Work.

4. **Duty Hour and Overtime**

- 4.1. The Company shall evaluate the reasonable timeline for the completion of any Project Work provided to the Employees. The Employees shall not work beyond limitation of the working hours as prescribed by the prevailing laws of Nepal and the Employee shall not be entitled to receive any payment of the overtime.

5. **Remuneration and Benefits**

- 5.1. The Employee will be proposed with the basic remuneration that will be entitled to him/her for the completion of the Project Work. The payment of remuneration will be subject to deduction of applicable taxes as required under the prevailing Laws. For every hour scheduled and tracked, a CloudWorker shall receive up to a total of \$1.30.
- 5.2. The Employee shall be entitled to provident fund, gratuity, and other benefits pursuant to prevailing laws.
- 5.3. The payment shall be made after the delivery of the Project Work assigned by the Company.

6. **Termination**

6.1. Termination of the Agreement

- 6.1.1.** The Parties are free to terminate the Agreement by providing one week notice in advance to each other. Any Project Work to be provided to the Employee is in the sole discretion of the Company and the Company reserves the right whether to provide any Project work to the Employee based on the performance and the professionalism of the Employee.

6.2. Termination of the Employment Relation

- 6.2.1.** The employment relation constituted by this Agreement shall ipso facto be Terminated upon the delivery of the Project Work assigned to Employee by the Company.
- 6.2.2.** The employment relation shall terminate upon the completion of the fixed term of the Project Work assigned to the Employee.

7. Safe Custody and Returning

- 7.1.** Employee agrees that he/she will immediately surrender to Company all data, Sketches, documents, records and other materials provided by the Company for the purpose of the Project Work assigned at any time upon the request of the Company, completion of the Project Work or termination of the service.
- 7.2.** Employee shall dispose all the above stated materials upon the completion of the Project Work and the Employee shall not avail such materials to any other third party or use it for own.

8. Confidentiality

- 8.1.** This clause about Confidential Information and the next two about Company Property and Intellectual Property are effective from the signature on this contract. These are really important to us, so they are longer and more formal. We need them to protect our business and want to ensure you understand them. To the extent you are unsure what they mean, or how they impact you, we recommend you seek clarification.
- 8.2.** “Confidential information” means all information relating to the business, customers, suppliers, employees, finances, transactions, affairs, products, services, processes, equipment, codes, scripts, platforms, databases, algorithms, web concepts, functions, hacks, widgets, apps, interfaces, content, designs, graphics, Webware, software, hardware, inventions, networks, know-how or activities of the Company which you have been told is confidential or is otherwise fairly to be regarded by us as confidential or which, by reason of its character or

the manner of its coming to your knowledge, is confidential, including trade and business secrets, business plans and strategy information, actual or potential client and supplier details, terms of business, pricing and fee arrangements and other financial information.

8.3. You must not either during your employment (except in the proper performance of your duties or with our express prior written consent) or at any time (without limit) after the termination of your employment:

- 8.3.1.** Divulge or communicate to any person, company, business entity or other organisation;
- 8.3.2.** Use for your own purpose or for any purposes other than our purposes;
- 8.3.3.** Through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure, removal, copying, summarising or adaptation of any Confidential Information. These restrictions will not apply to any information to the extent that it comes to be in the public domain otherwise than as a result of your unauthorised act or default.

8.4. You acknowledge that:

- 8.4.1.** CloudFactory possesses a valuable body of Confidential Information; CloudFactory will give the you access to Confidential Information to enable you to carry out your duties;
- 8.4.2.** the duties include, amongst other things, a duty of trust and confidence and a duty to act at all times in the best interests of CloudFactory, including keeping all such Confidential Information confidential;
- 8.4.3.** the Confidential Information made available to you enables you to perform your duties;
- 8.4.4.** the unauthorized disclosure of Confidential Information would be likely to place us at a serious competitive disadvantage and cause immeasurable (financial and other) damage to the business; and
- 8.4.5.** you are not permitted to take any Confidential Information outside of our premises (whether in hard copy or contained on any computer or storage media or otherwise in any electronic form or otherwise) without the consent of CloudFactory.

8.5. Upon the termination of your employment or upon any earlier request by us, you shall:

- 8.5.1.** immediately return all Confidential Information and Copies that you have in your possession, custody or under your control by whom and in whatever format recorded (whether electronically, on paper, on audio or audiovisual tape or otherwise) and ensure that neither you nor any other unauthorised person will retain the ability to access such information;

- 8.5.2.** If so requested by us, immediately hand over passwords for and provide access to any Social Networking System used for business purposes and ensure that neither you nor any other unauthorised person will retain the ability to access such information. We will be entitled to notify your contacts of the fact that it has taken over your account;
- 8.5.3.** if so requested by us, immediately delete any accounts on any Social Networking System used for business purposes and/or irretrievably delete all business contacts accounts on any Social Networking System used for business purposes (and for the avoidance of doubt not retain a copy and/or ability to access such business contacts' details, without prior written permission from us); and
- 8.5.4.** save as returned pursuant to paragraph (a) above, when directed by us immediately and irretrievably delete any information relating to CloudFactory (and all matter derived from such information), including Confidential Information and any Copies, that is stored on any computer or storage media (including but not limited to any cloud storage) or otherwise in any electronic form outside of the premises of CloudFactory and which is in your possession, custody or control and shall produce such evidence of having done so as we may request and/or allow us to inspect any such computer or other devices (without deleting, copying, transferring or otherwise contact details of suppliers, contacts or other third parties thereon).

9. Company Property

- 9.1.** The following are all examples of our property that you may come into contact with during your employment: books, notes, memoranda, records, lists of customers, suppliers and employees, correspondence, documents, the computer and other discs and tapes, data listings, drawings, confidential information, codes, scripts, platforms, databases, algorithms, web concepts, functions, hacks, widgets, apps, interfaces, content, designs, graphics, Webware, hardware, inventions, networks, know-how, freeware, software, domains, IP addresses, licences, subscriptions, servers, storage, databases, hosted content and other such documents and materials (whether made or created by you or otherwise) relating to our business and any copies, summaries or adaptations of them. These remain our property during your employment and you must not copy or remove them from our premises, except in the proper performance of your duties.
- 9.2.** If we ask you to at any time, and in any event before the end of your employment, you need to return any of our property in your possession and any original or copy documents obtained by you in the course of your employment.

10. Intellectual Property

10.1. In this clause:

“Intellectual Property Rights” means any patents, registered designs, trademarks and service marks (whether registered or not), domain names, copyright, design rights, database rights, confidential information, trade secrets, goodwill, brand names or logos, the right to use any trade names, property rights (whether or not registered) and all rights or forms of similar protection or having equivalent or similar effect including those subsisting (in any part of the world) in inventions, ideas, improvements, designs, drawings, performances, codes, scripts, platforms, databases, algorithms, web concepts, functions, hacks, widgets, apps, interfaces, content, designs, graphics, Webware, hardware, inventions, networks, know-how, freeware, software, domains, IP addresses, licences, subscriptions, servers, databases, confidential information, business names, goodwill and the style of presentation of goods or services including any improvements or refinements to any of the foregoing and in an application for protection of any of the above rights; and

“Know-how” means information (including that comprised in formulae, specifications, designs, drawings, component lists, databases, software (or pre-cursor documents), manuals, instructions and catalogues) held in any form relating to any of our products, services, equipment, systems or activities or to the creation, production or supply of any products or services by us or any group company or by or to any of the suppliers, customers, partners or joint ventures of ours or any group company;

10.2. You agree that while employed by us any Intellectual Property Rights and rights in inventions or Know-How you are involved in creating or discovering belong to us or the relevant group company absolutely. You agree to execute all instruments and do all things necessary for vesting any of those rights in the Company as sole and beneficial owner, and obtaining any form of protection or registration for such rights including duly authorising us to act as your attorney for this purpose.

10.3. You agree, in relation to any inventions created in the course of your employment and/or related to our business:-

10.3.1. To give us full written details of all inventions promptly upon creation;

10.3.2. At our request and in any event on the termination of your employment to give us all originals and copies of correspondence, papers and records on all media which record or relate to any Intellectual Property Rights;

10.3.3. Not to attempt to register any Intellectual Property Rights nor patent any invention unless requested to do so by us; and

- 10.3.4.** To keep confidential each invention and other item capable of benefiting from any Intellectual Property Right unless we have consented in writing to you disclosing it.
- 10.4.** You acknowledge and agree that all Intellectual Property Rights and all materials embodying them subsisting (or which may in the future subsist) and rights subsisting in any inventions or Know-How, shall where created in the course of your employment and/or where related to our business, automatically, on creation belong to us to the fullest extent permissible by law. To the extent that they do not vest in us automatically, you acknowledge that you hold them on trust for us. You agree promptly to execute all documents and/or instruments and so all acts as may, in our opinion, be necessary to give effect to this clause.
- 10.5.** You hereby irrevocably waive all present and future moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works referred to within this clause and agree that you will not support, maintain or permit any claim for infringement of moral rights in such copyright works.
- 10.6.** You acknowledge that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to you in respect of your compliance with this clause. This clause is without prejudice to your rights under the Patents Act 1977.
- 10.7.** You undertake to use best endeavours to execute all documents and do all acts both during and after your employment as may, in our opinion, be necessary or desirable to vest any Intellectual Property Rights arising from anything created in the course of your employment with us and/or where related to our business in us, to register them in our name and to protect and maintain the Intellectual Property Rights. Such documents may, at our request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Intellectual Property Rights. We agree to reimburse your reasonable expenses incurred in complying with this clause, provided these are agreed in writing in advance. In the event that you fail to comply with the first part of this clause immediately on request, you irrevocably appoint us to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for us or our nominee, the full benefit of this clause.
- 10.8.** You agree to give all necessary assistance to us to enable us to enforce the Intellectual Property Rights referred to in this clause against third parties, to defend claims or infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world.

- 10.9.** We recognise that you may be engaged in work in the course of your employment with us and/or where related to our business which means you will use open source code or work on open source projects (and that it may not be possible for us to own Intellectual Property Rights in these circumstances). Use of open source code and working on open source projects is therefore something that we need to manage carefully to ensure it does not unintentionally affect our Intellectual Property Rights. Please make sure that your line manager is aware of what you're working on so that the property authorized persons within our business can identify and help with any licensing issues. If any open source or other project asks you to accept licensing terms as part of your work in the course of your employment with us and/or where related to our business, you should check with property authorized persons within our business to ensure that no legally binding agreements are entered into on our behalf without proper authorization.

11. Non-Disparagement and Social Media Policy

- 11.1.** Employee shall not criticize, defame, be derogatory toward, or otherwise disparage the Company, its products, services, or the Company's past, present and future affiliates including officers, directors, managers, representatives, or employees to any third party, either orally or in writing. Further, the employee shall not use or share the client's name, or brand logo of the Company on any platform of the social media. In addition, on the date of the Employees' termination of employment, the Employee shall update his/her profile on social media websites (such as LinkedIn) to reflect that he is no longer an employee of the Company.

12. Representation and Covenants by the Employee

- 12.1.** The Employee hereby guarantees that each and every document, provided by The Employee to the Company at the time of signing this Agreement, including but not limited to (a) Citizenship, (b) Passport (c) is a copy of true and complete in all material respects as of the date when made. The Employee shall be liable, pursuant to the prevailing laws, for the submission of any false documents for the entire period of this Agreement.

13. Governing Laws and Settlement of Disputes

This Agreement is construed pursuant to prevailing laws of Nepal. Any disputes and differences arising between the Parties in connection with or arising out of this The agreement shall be settled under the prevailing laws.

If you agree to be abided by the aforementioned terms and conditions, please sign a copy of this Agreement as a token of your acceptance.


From and on behalf of the Company

On behalf of Employee

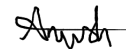
Name: Richa Koirala
Designation: Talent Manager
Date: 6-01-2022

Name: Anush Bajracharya
Designation: CloudWorker
Date: 2022-06-28

Signature:



Signature:



Signature Certificate

Reference number: RVTSU-AYE7D-ZM6VR-OZBY4

Signer	Timestamp	Signature
Anush Bajracharya Email: anush.bajracharya@es.cloudfactory.com Sent: 28 Jun 2022 04:56:58 UTC Viewed: 28 Jun 2022 04:57:04 UTC Signed: 28 Jun 2022 05:00:58 UTC		
Recipient Verification: ✓ Email verified	28 Jun 2022 04:57:04 UTC	IP address: 27.34.68.83 Location: Kathmandu, Nepal

Document completed by all parties on:
28 Jun 2022 05:00:58 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

