

**Shrestha**

**Delhi, 110044**

**7838407044**

**Date: 04 Jan 2022**

**Successive Traineeship Programme ("Traineeship Programme")**

We are pleased to inform you that you have been selected to join the Traineeship Programme with Successive Technologies Private Limited on the following terms and conditions.

Please read through this letter carefully and indicate your acceptance of this offer for a Traineeship Programme ("Offer") by signing and returning a copy of the letter to the Company. This offer is valid till **05 Jan 2022**. If you do not confirm the acceptance by the said date, the Company shall have the rights to withdraw this offer.

**1. Your Position**

You will be appointed as a **Trainee** within the Company. Nothing in this Offer shall give rise to an employment relationship between Successive and you. You shall not be treated as a permanent employee of the Company during the training period. Only in case of successful completion of your traineeship after confirmation, your employment will be considered as permanent with Successive.

Whilst you are under training at the Company, you are expected to devote your full business time and attention to the performance of such duties as may be assigned to you by the Company, and comply with all reasonable requests, instructions and regulations given by the Company and promptly provide such explanations, information and assistance as your activities in the business of the Company as would reasonably be required. You will perform your duties faithfully, diligently and competently, in a professional manner, in accordance with applicable Company policies, standards, code of conduct and terms of this Offer.

You agree that the Company will be entitled at any time and without specific prior notice to:

- assign you to carry out such project and/or duties commensurate with your abilities as it will in its absolute discretion determine; and/or
- assign you on temporary basis to undertake additional duties and/or different duties commensurate with your abilities within any part or parts of Successive business as it will in its absolute discretion determine; and/or
- Assign you on a temporary basis to Trainee at any of the Company's clients.

## 2. Commencement Date

Your Traineeship with the Company will be for a maximum of 6 months, starting from **10 Jan 2022** i.e. **Monday**. The tenure of your Traineeship may also be extended as per the company's policy if your performance is not found satisfactory.

## 3. Your Position and Duties

3.1. This is a full time position and your role will be **Trainee Engineer**, or such other role as the Company reasonably decides from time to time.

3.2. During your employment with the Company you confirm that you will:

- a) not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. You may engage in civic and not-for-profit activities as long as such activities do not interfere with the performance of your duties hereunder;
- b) devote your entire working time and attention to the business of Successive;
- c) diligently and faithfully perform such duties and exercise such powers and functions as may reasonably be assigned to you by the Company in relation to its business to the best of your ability and with integrity, due skill, care and diligence;
- d) use your best efforts to promote and protect the interests of the Company and not do anything to harm those interests;
- e) comply with all reasonable requests, instructions and regulations given by the Company and promptly provide such explanations, information and assistance as to your activities in the business of the Company as they may reasonably need;

f) neither engage in any activities which would detract from the proper performance of your duties under the terms of this Traineeship Letter, nor (without the prior written consent of the Company) in any capacity including as director, shareholder, principal, consultant, agent, partner or employee engage or be concerned or interested directly or indirectly in any other trade, business or occupation whatsoever;

g) not engage or be interested in any activities which place you in a position where your interests conflict improperly with those of Successive, its clients, customers or shareholders;

h) report any actual or proposed unlawful activity or behaviour affecting Successive by you or any other employee, officer, supplier of the Company or any other person to your manager (or, if they are potentially involved in such unlawful activity or behaviour, to HR) Immediately on becoming aware of it.

By signing this Traineeship Letter, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

#### 4. Place of Work

You will be initially based at the Company's office at E-29, First Floor, Sector – 11, Noida-201301. However, the Company may transfer you to such other places as the Company reasonably decides from time to time, at its sole discretion in accordance with the requirements of the Company. You may be required to work at or travel to any other office or client locations (including overseas locations) from time to time.

#### 5. Working Hours

As an Trainee you will be required to devote substantially the whole of your time and attention during the Company's ordinary business hours to the performance of your duties.

#### 6. Stipend

Your monthly stipend shall be **Rs. 15,000** per month and for the first six months and shall be paid to you as per the Company's prevailing practice and procedures. As an Trainee, you may not be entitled to certain benefits that usually are provided to the employees of the Company. After successful completion of training, you would be eligible for a bonus of **Rs. 0**. Your employment with Successive will be confirmed & the annual compensation (annual total cost to company) will vary between **3,00,000 to 3,50,000 LPA**, depending upon your performance during the training phase.

You will be solely responsible for all income taxes on your income and stipend received from your Traineeship with the Company(if applicable).

## **7. Annual Leaves**

You will be entitled to avail the annual leaves in accordance with the relevant policy/practice of the Company.

## **8. Statutory and Other benefits**

- 8.1. You will be eligible for various statutory benefits in accordance with the relevant laws.
- 8.2. You are eligible for benefits under the Employee's Compensation Act, 1923 details of which are reflected in the abstract displayed in the Company notice board and on the Company's Intranet.
- 8.3. Employees are also eligible for maternity and related benefits as defined under applicable laws.

## **9. Company Policies and Rules**

- 9.1. During your Traineeship within the Company (and where applicable after your Traineeship has terminated) you must comply with all of the Company's policies and procedures and any legal and/or statutory and/or regulatory obligations. Failure to do so may result in disciplinary or other lawful action being taken against you.
- 9.2. You should familiarise yourself with all policies and procedures that apply to your job role and business area as set out on the Company intranet. The Successive Code of Conduct and the policies, guidelines and procedures can be found on the HRIS Tool (KEKA).
- 9.3. Unless otherwise stated, these policies, guidelines and procedures do not form part of this Employment Letter.
- 9.4. The Disciplinary and Grievance rules and procedures which are applicable to your employment are set out on the Company's Intranet. These rules and procedures do not form part of this Employment Letter. If you wish to appeal against a disciplinary decision you should apply in writing in accordance with the Company's disciplinary Policy. If you wish to raise a grievance, please apply in writing in accordance with the Company's grievance Policy.

9.5. In Successive every employee is expected to meet the highest standards of performance and attendance. The Capability Policy of the Company provides a framework for dealing fairly and consistently with employees where their performance falls below the required standards. Irrespective of the process defined under the Capability Policy, the Company reserves the right to directly terminate the services of an employee in cases of continued underperformance over a prolonged period of time or repeated poor performance ratings.

## 10. Intellectual Property

10.1. For the purposes of this paragraph:

- a) "Intellectual Property Rights" means (i) copyright and related rights, patents, know-how, confidential information, database rights, inventions and rights in trademarks and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for the same, and (iii) all other intellectual registration, any rights and equivalent or property similar forms of protection existing anywhere in the world;
- b) "Invention" means any invention, Idea, discovery, development, improvement or innovation made, whether or not patentable or capable of registration, and whether or not recorded In any medium; and
- c) "Works" means all documents, materials, software, cinematography, photographic or graphic works of any type, and other materials in any medium or format which are created or developed, or are in the process of being created or developed, or used (whether in final form or otherwise) by you or on your behalf or by the Company in the course of your Traineeship Programme with the Company or for the benefit of the Company and which are protected by, contain or relate to any Intellectual Property Rights. This includes all the posters, flyers, videos and all kind of promotional materials created by the Company or on behalf of the company by using voice, pictures or videos of you.

10.2. You will promptly disclose and deliver up to the Company all and any Works conceived, or made by you during and in the course of your Traineeship. You confirm that you will provide the Company with all originals and copies of all correspondence, documents and other materials in whatever medium or form relating to or concerning the Works and the Intellectual Property Rights they contain.

10.3. It is understood that all Intellectual Property Rights created by you in the course of your Traineeship Programme shall be "work for hire". You acknowledge that at all times while you are in the Traineeship with the Company, the Intellectual Property Rights in the Works will automatically, on creation, belong to and vest in the Company absolutely to the fullest extent provided by law.

10.4. To the extent that the Works and Intellectual Property Rights do not vest in the Company automatically, you will hold such Works and Intellectual Property Rights on trust for the benefit of the Company until the Works and Intellectual Property Rights vest absolutely in the Company.

10.5. By signing Offer you accept and confirm to assign to the Company all current and future Intellectual Property Rights in the Works and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of such rights. You confirm that such assignment shall be perpetual, worldwide and royalty free. You also confirm that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You acknowledge and accept and confirm that you shall wave any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957.

## 11. Termination of Traineeship

The Company may terminate your Traineeship without giving prior written notice. Your Traineeship may also be terminated by the Company without notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time) which may include failure to comply with any policies and/or procedures including lack of competence, serious breach of the terms of this Offer, improper or unethical behaviour. The Company may also immediately terminate your Traineeship if you:

- a) are convicted of any criminal offence; or
- b) are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring Successive or yourself into disrepute or may damage the business or affairs of the Company; or



- c) have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Offer (or otherwise fail or refuse to carry out the duties assigned to you); or
- d) don't obtain or maintain the accreditation(s) or qualifications that you are required to have to be able to work in your job profile; or
- e) be repeatedly absent without leave or absent without leave for a period exceeding 3 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have to terminate your Traineeship summarily.

On termination of your Traineeship, irrespective of the reason, or at any other time when asked by the Company, you will:

- (a) immediately return to the Company all assets, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (access card, business cards, etc) relating to the business of or belonging to the Company, together with all copies of any such documents that you have in your possession;
- (b) Irretrievably delete any information relating to the business of the Company stored on any computer or storage device and all information derived from the same in your possession or control;
- (c) exit with immediate effect from any offices you hold or groups you have joined within or connected to the Company; and
- (d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

The termination of your Traineeship will not affect any terms of this Offer which are intended to operate after your termination, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

## 12. Termination of Employment (after confirmation)

12.1. Subject to Clause 10.2, either you or the Company may terminate your employment by giving **2 months** written notice. In addition:

- a) either you or the Company may terminate your employment by giving one month's written notice (or, if greater, the minimum notice according to local applicable law) during your probation period;

- b) your employment may also be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct (as may be defined under applicable Company policy from time to time) which may include failure to comply with any policies and/or procedures including lack of competence, serious breach of the Terms, improper or unethical behaviour;
- c) Your appointment is subject to satisfactory background verification and you hereby authorize the company and its agents, vendors or any other representative internal or external to carry out the background check at any given point of time during your tenure with the company. In case of a negative report, the company reserves the right to terminate your employment without notice or payment in –lieu of.
- d) Your contractual retirement age is 58 years. On the day you attain that age, your employment shall end automatically without any need for either party to serve any notice; and
- e) the Company may (without notice, pay in lieu of notice or incurring any obligation to pay compensation) immediately terminate your employment if you are convicted of any criminal offence; or
  - i. are guilty of any act of dishonesty or gross or serious misconduct or any conduct which brings or is intended to bring Successive or yourself into disrepute or may damage the business or affairs of the Company; or
  - ii. have been found by the Company to have materially or repeatedly breached or have not complied with the terms of this Employment Letter (or otherwise fail or refuse to carry out the duties assigned to you); or
  - iii. cease to hold or fail to obtain any regulatory approvals or consents which are required for the effective discharge by you of any duties assigned to you under this Employment Letter; or
  - iv. don't obtain or maintain the accreditation(s) or qualifications that you are required to have to be able to work in your job profile; or
  - v. be repeatedly absent without leave or absent without leave for a period exceeding 14 days.

This sub paragraph is not exhaustive and does not restrict any other right which the Company may have (whether at common law or otherwise) to terminate your employment summarily.



12.2 You shall be liable to pay the Damages to the Company, in case you fail to serve the requisite notice as mentioned in clause 10.1 above. These Damages shall be in addition to the payment of salary In lieu of notice period. In respect of the Damages, the Company reserves the right to set-off against/ write off as amount payable/ withhold from the salary and/or any allowances to cover the damages in case the employee is nominated as a key contact or engaged in critical projects. The damages will be computed by the company. Further, you shall not be relieved from your contractual notice period, unless expressly relieved in writing.

12.3 On termination of your employment, irrespective of the reason, or at any other time when asked by the Company, you will:

- a) immediately return to the Company all assets, equipment and documents, whether electronic or otherwise, and any other property (of any kind) (access card, business cards, etc) relating to the business of or belonging to the Company, together with all copies of any such documents that you have in your possession;
- b) Irretrievably delete any information relating to the business of the Company stored on any computer or storage device and all information derived from the same in your possession or control;
- c) exit with immediate effect from any offices you hold or groups you have joined within or connected to the Company; and
- d) confirm in writing that you have complied fully with the terms of this paragraph and provide evidence of compliance as the Company may request.

The termination of your employment will not affect any terms of this Employment Letter which are intended to operate after your termination, including the paragraphs relating to Intellectual Property, Confidentiality and Post Termination Restrictions.

### 13. Salary in lieu of Notice Period

13.1 The Company reserves the right in its sole and absolute discretion to terminate your employment and your terms with immediate effect (whether or not notice has been given by either party) by giving notice in writing to you of its intention to make a payment in lieu of notice and, if it does so, the Company shall pay you salary in lieu of notice, equal to the salary which you would have been entitled to receive if you had worked during your Notice Period or, if your Notice Period has started, the unexpired portion (the "Payment in Lieu").

Where the Company decides to make a Payment in Lieu of some or all of your Notice Period, your employment shall terminate on the date decided by the Company, regardless of when the Payment In Lieu is paid to you.

13.2 Any Payment in Lieu will be paid less tax and any applicable withholdings. You will not be entitled to receive any payment in respect of holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

13.3 Any Payment in Lieu may be paid by the Company in accordance with the Company policies and subject to the applicable laws. Any Payment in Lieu may at the Company's discretion be paid as a lump sum within one month of the date of your termination or last day at work, whichever is later.

#### 14. Confidentiality

During your Traineeship within the Company or at any time afterwards, you must not disclose to any person or make use of any Confidential Information or trade secrets that you have obtained in the course of your Traineeship. This includes information that you have acquired in the course of your Traineeship concerning the business or affairs of the Company or our customers or clients. You are required to use your best efforts to prevent the unauthorised publication or disclosure of any such Confidential Information.

During your Traineeship or at any time afterwards, you must not make any copy or record (whether recorded in writing, on computer disc, electronically or otherwise) of any Confidential Information, unless this is required for the proper performance of your duties as an Trainee.

For the purposes of this Offer, "Confidential Information" means information relating to or associated with the business, finance, customers or trade links of the Company, or any of its customers, clients, suppliers or agents. This includes but is not limited to:

- (a) commercially sensitive information or trade secrets;
- (b) corporate and marketing strategy, business development plans, sales reports and research results;
- (c) technical Information and know-how relating to Successive business and which is not available to the public generally, Including inventions, designs, programmes, techniques, database systems, formulae and ideas;

- (d) business contacts, lists or details of clients and suppliers and details of contacts with them, their business or affairs, including client names and client contact details, financial and personal affairs, and trading history and methodology;
- (e) information on employees/Trainee and the terms and conditions of their employment/ Traineeship, details of employee benefits, salary scales and/or current or anticipated trade union/employee disputes;
- (f) information or details of any actual, potential or threatened litigation, claim, dispute or arbitration against the Company or any current or former director, officer or employee of the Company.;
- (g) budgets, management accounts, trading statements and other financial reports; ; and
- (h) any other information which the Company has identified (orally, in writing, or by its or their actions) as being secret or confidential in nature or which would reasonably be considered as confidential.

#### 15. Amendment of terms of your employment

The Company reserves the right to review, revise, amend, replace or withdraw the contents of the terms of this Employment Letter and introduce new policies, practices, guidelines and procedures from time to time to reflect the changing needs of the business or any changes in laws and legislations from time to time.

#### 16. Confirmation and Certification

You confirm and certify that:

- a) you are not precluded or restricted by any term of any contract or other terms , undertaking or court order or any obligation to any third party from entering into this Employment Letter or undertaking or properly performing any of the duties of your employment with the Company;
- b) you are not currently, and have never been, the subject of an investigation by any company for disciplinary activity where either:
  - i. the investigation was concluded and your conduct found to amount to misconduct; or
  - ii. where the investigation was on-going, it could reach to a conclusion because your employment with that company was terminated during the investigation (whether by mutual consent or by voluntary termination or otherwise);

- c) you are not currently, and have never been, the subject of an investigation into suspected criminal activity involving elements of dishonesty (including theft or fraud) or anti-competitive behaviour; and
- d) you will not during your employment at the Company breach any third party's rights in respect of confidential information and/or intellectual property.
- e) Any breach of these certifications will lead to immediate termination of your employment.

### 17. Governing law

The terms of this Offer are governed in accordance with the laws of India and more specifically of the state of your Place of Work. The parties irrevocably submit to the exclusive jurisdiction of the competent courts of the state of your Place of Work in relation to any legal action or proceedings that arise out of or in connection with this Offer or Traineeship Programme.

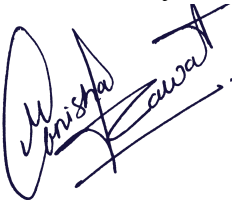
### 18. Acceptance

You agree and confirm that you have received, read, understood, accept and will comply with the terms mentioned in this Offer for your Traineeship. You accept that you will be bound by the terms of this Offer.

Kindly sign and return to us the duplicate copy of this letter and Annexure as your Acceptance.

Wish you all the best

Yours Sincerely,



**Manisha Rawat**  
**HR Specialist**

I **Shrestha** accept and agree to the terms of this Traineeship Letter.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_