



Employee Agreement

DATED : 06/06/22

Serveit Technologies LLC hereby appoints Shrey Upadhyay (**intern name**) as the Product Development Intern for a period of 1 Months starting from 10th June, 2022. All information about Serveit remains confidential and Shrey Upadhyay (**intern name**) hereby promises non-disclosure of all information shared by us during this period. They also promise to stay as a beneficiary of the organization as an employee for the given period. The employment cannot be terminated from either end until in case of any emergency, with 21-days prior notice. The candidate will be on a training period of 14 days initially wherein if their performance is not found satisfactory, will lead to termination without any deliverable from the organization.

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (the "Agreement") is entered into by Suman Das with its principal officer at Serveit. ("Disclosing Party") and Shrey Upadhyay (**intern name**) in India ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

Definition of Confidential Information:

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

Exclusions from Confidential Information:

Receiving Party's obligations under this Agreement do not extend to information that is:

- Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- Discovered or created by the Receiving Party before disclosure by Disclosing Party;
- learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives;
- Is disclosed by Receiving Party with Disclosing Party's prior written approval

Obligations of Receiving Party:

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of the Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party requests it in writing.

**Time Periods:**

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

Relationships:

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, or employee of the other party for any purpose.

Sever-ability:

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best to effect the intent of the parties.

Integration:

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.



Waiver:

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative

1. Who must follow our Code of Conduct?

All members of Serveit are expected to follow the Code. Disciplinary action may be taken against those who fail to abide by the code. In case of any doubts or queries, contact your supervisor or the Human Resource Department.

2. Compliance with laws, rules and regulations:

Serveit and its employees are bound by the law. Compliance with all applicable laws and regulations must never be compromised.

Additionally, employees shall adhere to internal rules and regulations as they apply in a given situation. Those internal rules are specific to the Company and may go beyond what is required by the law.

3. Conflict of Interests:

A Conflict of Interest occurs when the personal interests of an employee or the interests of a third party compete with the interests of Serveit. In such a situation, it can be difficult for the employee to act fully in the best interests of Serveit. If a Conflict of Interest situation occurs or if an employee faces a situation that may involve or lead to a Conflict of Interest, the employee shall disclose it to the supervisor or the HR Department in order to resolve the situation in a fair and transparent manner.

4. Confidentiality:

Confidential information consists of any information that is not or not yet public information. It includes trade secrets, business, marketing and service plans, consumer insights, and manufacturing ideas, designs, databases, records, and any non-published financial or other data.

Serveit's continued success depends on the use of its confidential information and its non-disclosure to third parties. Unless required by law or authorized by the management, employees shall not disclose confidential information or allow such disclosure. This obligation continues beyond the termination of employment.

5. Equal Opportunity: Employment at Serveit is entirely based on an individual's merit and qualifications related to professional competency. We welcome and support people of all backgrounds and identities. This includes, but is not limited to members of any sexual orientation, gender identity and expression, race, ethnicity, culture, national origin, social and economic class, educational level, color, immigration status, sex, age, size, family status, political belief, religion, and mental and physical ability.

6. Harassment and Discrimination:

Serveit is committed to providing a safe workplace and it strictly prohibits harassment and discrimination in any form- verbal, physical, sexual, or psychological. If you have been harassed or discriminated against by anyone at Serveit, we urge you to report the incident immediately to your supervisor and Human Resource Department

7. Attendance and Punctuality: All the employees are expected to be regular and punctual in attendance. This means ready to work, attend the Town Halls, other important meetings as and when necessary and all the departmental calls regularly.

Additional Rules:

All the employees are expected to be regular and punctual in attendance. This means ready to work, attend the Town Halls, other important meetings as and when necessary, and all the departmental calls regularly.

All the employees must join within the first 5 minutes of the meeting.

No one will be allowed to join thereafter and will be marked absent.

A warning mail will be sent by the HR Team in case you have missed meetings without giving prior information to the Heads/Sub- Heads and the HR Team.

Missing 3 consecutive meetings without prior information to the Heads/Sub- Heads and the HR Team may lead to termination of the internship.

Employees will be rated based on their work, professionalism, teamwork, initiative, attendance, etc.

Note that your attendance, participation, and individual rating will affect your LORs.

8. Professionalism:

Employees are expected to perform the assigned work in a timely and professional manner. They must fulfill their duties with integrity and honesty. Team leaders must not abuse their power and authority. All the employees should be friendly, respectful, collaborative, cooperative, and open for communication with their team members and heads. Any sort of rude and disrespectful behavior shall not be tolerated.

9. Termination:

In cases of behavior that do not abide by the code of conduct, a warning will be given to the employees. Even after a warning, individuals that fail to fulfill the criteria of being fit to work will be sent a termination mail that shall be effective immediately.

If an employee wishes to terminate their tenure before completion due to any reason / situation, a formal request should be submitted to the respective Head as well as the Human Resources Department. Individuals will be required to serve the notice period stated in the offer letter.

Notice Period:

All individuals must serve the notice period stated in the offer letter. Disregard of the same shall result in the individuals getting blacklisted from Metvy as well as an email about the misconduct and unprofessionalism to the respective placement cell / committee / company, irrespective of the fact that they've applied through the placement cell or not.



Quality of work shall be ensured during the notice period. A failure to do so will be considered unprofessional and will have a direct and significant impact on the certificate that will be provided.

10. Onboarding and Off-boarding from Official Groups:

Serveit follows a set procedure for the onboarding of the new interns, similarly there is a set procedure for the offboarding of the interns. No employee can leave any group. Employees are bound to stay in the official group as well as the departmental groups until the Human Resources Team or the Department Head off boards them respectively.

Failure to do so will be viewed as unprofessional and will entice strict actions which includes getting blacklisted from Serveit, email to the placement cell / committee / company about the misconduct and unprofessionalism, irrespective of the fact that they've applied through the placement cell or not. I have read and understood all terms and conditions stated above.

I shall be ready to face the consequences in case of negligence of duties on my behalf.

A handwritten signature in blue ink that reads "Suman Das." with a stylized flourish at the end.

Suman Das,
CTO, Vice President
DATE: 06/06/22

Shrey Upadhyay

Employee's Signature
DATE: 07/06/22