

OL/INT/CBE/2021/Ref.No:0036
August 23, 2021

Ms. Haritha S,
D/O Somasundaram, 42/136 B, Veenampalayam, Kadaiyur,
Vadasinnaripalayam, Kangeyam, Tiruppur, Tamil Nadu-638701.

Letter of Internship

Dear **Haritha,**

As part of your educational mandates and subsequent interview you had with us, we are pleased to inform you that you have been considered for internship in Cloud Assert Technologies India Private Limited ("CLOUD ASSERT"), Coimbatore for the period **August 2021 to May 2022**. Your internship start date is **August 24, 2021**.

During time of your internship, you will be paid **INR 10,000.00/-** (Rupees Ten Thousand only) per month as a stipend by the company which includes all applicable taxes time to time. Wherein your internship will be governed by the terms & conditions as per Annexures A & B.

Please note that you are not authorized to alter any part or sections of this letter in any manner. For the purpose of records and documentations, it is advised to print or save an electronic copy of this letter for your reference.

We welcome you to CLOUD ASSERT, and we are confident that you will acquire adequate knowledge in this period of internship. Kindly return a copy of this letter duly signed by you in acceptance of the terms and conditions set out herein.

For Cloud Assert Technologies India Private Limited,



Authorized Signatory
Human Resources

I hereby accept and agree to the terms and conditions of this internship letter and any amendments, additions hereto. I also promise to adhere and abide by the policies and regulations of the Company as mentioned and amended from time to time.

Signature _____

Date _____

Name _____

Place _____

Annexure A - Terms and Conditions

1. Your date of internship is effective from the date of your joining. However, this letter of internship shall become null and void after 7 working days from date of issuance.
2. As a condition of the internship, you are agreeing to complete the full duration of internship with Cloud Assert ("Company"), at the discretion of Cloud Assert with an acknowledgement from your educational institution as well.
3. This letter of internship is subject to submission of the following documents, at the time of joining. Therefore, you are requested produce original documents for verification.
 - a. All applicable Educational certificates and Mark sheets (X/XII/Graduation/Post Graduation/Diploma)
 - b. Aadhar Card
 - c. PAN Card
 - d. Driver's License (if available)
 - e. Passport (if available)
 - f. Bonafide certificate from your educational institution
 - g. Two Passport size Photographs (to be produced to the Bank for account opening)
4. As an intern with the Company, throughout your term of internship you agree to act conscientiously and diligently and in the best interests of the Company and use your best endeavors to complete your project, and you agree that the Company shall, in no event, be liable for consequential incompleteness of your project.
5. During your internship, your performance will be evaluated, and a formal review will be conducted periodically.
6. On successful course completion, you are required to submit proof of course completion issued by your educational institution.
7. You are required to provide notice to your supervisor or other official designated by him/her of any illness or other unavoidable circumstances that might prevent you from attending work, as described in company policies. You are required to follow the leave policy as described in Employee Handbook.
8. Cloud Assert accepts no responsibility for costs arising from injury, illness or death that has occurred during your internship, and you shall provide a medical certificate of good health prior to rejoining the internship.

Signature

9. You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge. Penalty shall be imposed for financial loss or for damage to Cloud Assert-owned equipment or property caused by you, if such loss or damage occurred outside the performance of services with Cloud Assert or arose or resulted from your gross negligence or willful misconduct or violation or reckless disregard of applicable rules and policies.
10. On successful completion of your course and the internship with satisfactory performance, you are expected to join the rolls of the Company as a Full Time Employee ("FTE").
11. Under the following circumstance you are required to pay back INR 1,00,000 (Rupees one Lakh only) to the Company which has been incurred by the Company for your internship and training.
 - a. Voluntary discharge from the internship prior to its full completion
 - b. Breach of terms and condition of this letter of internship
 - c. Breach of Company policies and code of conduct
 - d. Company terminates your internship due to your poor performance
 - e. Not joining Cloud Assert as an employee after an Offer of employment has been extended by Cloud Assert.
12. You shall be present in the office during working hours as required based on the respective roles and per Company policies.
13. You are required to follow all rules, regulations and company policies as it may be amended from time to time, that would normally be applicable to any other employee of Cloud Assert. You are always required to follow the Company Code of Conduct. Any policy infraction will amount to breach of your terms of internship and will lead to termination of your internship.
14. This letter of internship is being issued to you based on the information furnished by you in your application (including biodata), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact including any civil or criminal court cases), Company may take such action as it deems fit in its sole discretion, including termination of your internship.
15. You agreed and undertaken to hold the Confidential Information secret and in the strictest confidence and at any time not to disclose or use or permit to be disclosed or used any of the Confidential Information for any purpose other than upon the instruction and direction of Company.

Signature

16. You will be required to maintain utmost secrecy with respect to all Confidential information including but not limited to Project documents, commercial offer, design documents, Project cost & estimation, Technology, Software packages license, Company's policies, Company's patterns & Trademark and Company's Human assets profile.
17. The matters related to your compensation are strictly confidential between you and the Company and should be treated as such.
18. Your compliance with the above terms and conditions shall be reviewed from time to time and shall be an integral condition of your continued internship with Cloud Assert.
19. Please sign and return to the undersigned the duplicate copy of this letter signifying your acceptance.
20. This letter of internship shall supersede all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof, except as expressly agreed otherwise by Cloud Assert in writing upon your hire as an intern.

Signature

Annexure B - Cloud Assert Internship Agreement ("Agreement")

As a condition of my internship ('internship') with CLOUD ASSERT TECHNOLOGIES INDIA PRIVATE LIMITED ("CLOUD ASSERT"), located at DC-15, Fourth Floor, TIDEL Park Coimbatore Ltd, ELCOT-SEZ, IT/ITES, Vilankurichi Road, Aerodrome Post, Coimbatore - 641 014 and in consideration of the compensation hereafter paid to me, I agree as follows:

1. **Non-Disclosure:** During my internship and at all times thereafter, I will neither disclose to anyone outside CLOUD ASSERT nor use for any purpose other than my work for CLOUD ASSERT (a) any confidential or proprietary information or trade secrets of CLOUD ASSERT or its subsidiaries or its parent companies or (b) any information received by CLOUD ASSERT or its subsidiaries from others that the recipient is obligated to treat as confidential or proprietary. In addition, I will not disclose confidential or proprietary information or trade secrets to other CLOUD ASSERT employees except on a "need-to-know" basis. For purposes of this paragraph and all paragraphs below, "confidential or proprietary information or trade secrets" means all data and information in whatever form, tangible or intangible, that is not generally known to the public and that relates to the business, technology, practices, products, marketing, sales, services, finances, or legal affairs of CLOUD ASSERT or its subsidiaries or its parent companies or any third party doing business with or providing information to CLOUD ASSERT or its subsidiaries or its parent companies, including without limitation information about actual or prospective customers, suppliers and business partners; non-public information about employees, such as contact information, job duties or descriptions, compensation and performance; business, sales, marketing, technical, financial and legal plans, proposals and projections; and concepts, techniques, processes, methods, systems, designs, programs, code, formulas, research, technologies, features of technologies, experimental work and work in progress. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom if anyone it may be disclosed, I will consult with my manager. I agree that CLOUD ASSERT's subsidiaries and parent companies are intended third-party beneficiaries of this paragraph and all paragraphs below. I also agree to cooperate with CLOUD ASSERT in its efforts to ascertain and assure my compliance with this paragraph and all paragraphs below, even after my internship with CLOUD ASSERT ends.
2. **Copyrights:** I hereby assign all right, title and interest, including all copyrights, patents, and any other intellectual property rights, in and to the works prepared by me within the scope of internship with CLOUD ASSERT, that CLOUD ASSERT will own all rights under copyright in and to such works, and that CLOUD ASSERT will be considered the author of all such works. If and to the extent that any jurisdiction should fail to deem any copyrightable work prepared by me within the scope of my internship by CLOUD ASSERT to be a work made for hire owned by CLOUD ASSERT, I hereby irrevocably assign to CLOUD ASSERT all rights, title and interest in and to such work.

Signature

3. **New Inventions:** I will promptly and fully disclose to CLOUD ASSERT any and all inventions, discoveries, designs, developments, improvements and trade secrets, whether patentable (collectively "Inventions") that I solely or jointly may conceive, develop, reduce to practice or otherwise produce during my internship with CLOUD ASSERT. I agree to grant, and I hereby grant, transfer and assign to CLOUD ASSERT all my rights, title and interest in and to such Inventions. I waive and quitclaim to CLOUD ASSERT any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to CLOUD ASSERT. I hereby also assign to or as directed by the Company all my right, title and interest in and to any and all Inventions, full title to which is required to be in any government by law between the Company and the government or any of its agencies.
4. **Documentation of Intellectual Property Rights:** I agree to execute, acknowledge, verify and deliver to CLOUD ASSERT, or cause the same to be accomplished, any and all further documents (including without limitation patent applications, certificates of authorship, and other instruments appropriate for the protection and enforcement of intellectual property rights throughout the world) that CLOUD ASSERT may reasonably deem necessary or appropriate to carry out, evidence or effectuate the purposes or intent of this Agreement. My obligations under this paragraph will apply both during and indefinitely after my term of internship. If for any reason whatsoever I fail to execute, acknowledge, verify or deliver any such document reasonably requested by CLOUD ASSERT, I hereby irrevocably appoint CLOUD ASSERT and its duly authorized officers and agents as my agent and attorney in fact, to act in my stead to execute, acknowledge, verify and deliver any such document (as applicable) with the same legal force and effect as if done by me. In furtherance of this Agreement, I will testify at CLOUD ASSERT's request and expense in any legal proceeding arising during or after my internship.
5. **Prior Employers, Contracts and Obligations:** I represent and warrant that my internship with CLOUD ASSERT will not violate any contractual or other obligations I have. I will neither use during my internship with CLOUD ASSERT nor disclose to CLOUD ASSERT any trade secrets or information that I am required to keep confidential relating to my former employers, principals, partners, co-ventures, clients, customers or suppliers, and I will not bring onto CLOUD ASSERT's premises any unpublished document or any property belonging to any such persons or entities without their consent. I will honor all non-disclosure, proprietary rights, or other contractual agreements I may have with any person or entity, and I have disclosed to CLOUD ASSERT all such agreements that may bear on my internship with CLOUD ASSERT.

Signature

6. **Ownership and Return of Materials:** I acknowledge and agree that I will have no ownership or privacy interest in materials, data or information stored on or transmitted using CLOUD ASSERT-owned or CLOUD ASSERT-leased property or equipment, all of which shall be subject to access by CLOUD ASSERT at any time without notice. When my internship by CLOUD ASSERT ends, I will immediately return to CLOUD ASSERT all papers, drawings, notes, manuals, specifications, designs, devices, code, email, documents, diskettes, CDs and tapes created during or related to my internship with CLOUD ASSERT, as well as any other material in any form or media containing any confidential or proprietary information or trade secrets. I will also return all keys, access cards, credit cards, identification cards and other property and equipment belonging to CLOUD ASSERT.
7. **Non-Competition and Non-Solicitation:** While employed at CLOUD ASSERT and for a period of two years thereafter, I will not (a) engage in any competitive activities or accept employment by or agree to provide services to any person or entity that engages in competitive activities ("competitive activities" meaning the development, production or provision of any product, service, technology, product feature or project that is or is intended to be competitive with one or more products, services, technologies, product features or projects, including actual or demonstrably anticipated research or development, on which I worked or about which I learned confidential or proprietary information or trade secrets while employed at CLOUD ASSERT or a CLOUD ASSERT subsidiary) or (b) encourage, induce, attempt to induce, or assist another to induce or attempt to induce any person employed or engaged by CLOUD ASSERT or by one of CLOUD ASSERT's subsidiaries to terminate his or her employment with CLOUD ASSERT or its subsidiary or to work for any entity other than CLOUD ASSERT or its subsidiary. Further, for a period of two years after the termination of my internship with CLOUD ASSERT, I agree that I will not render services to any client or customer of CLOUD ASSERT for which I performed services during the twelve months prior to leaving CLOUD ASSERT's internship. If during or after my internship with CLOUD ASSERT, I seek work elsewhere, whether as an intern, employee, consultant or in any other capacity, I will provide a copy of this Agreement to all persons and entities by whom I am seeking to be hired or with whom I am seeking to do business before accepting any employment or employment by them. I agree that the restrictions in this paragraph are reasonable considering, among other things, the global and highly competitive markets in which CLOUD ASSERT and its subsidiaries operate. In order to protect IP and avoid future conflicts of interest, CLOUD ASSERT reserves the right to not relieve you from duties and not provide relieving letters until you provide a written statement about your future employer's name, domain and project you will work in and that you have shown this complete agreement to them.

Signature

8. **Reimbursement:** I hereby authorize CLOUD ASSERT, at any time during my internship or following my termination, to withhold from any money it otherwise owes me (including without limitation payments, bonus, commissions and expense reimbursements) any and all money due from me to CLOUD ASSERT (including without limitation cash and travel advances, payments made by CLOUD ASSERT agents error, overpayments made to me by CLOUD ASSERT or its agents, amounts received by me due to CLOUD ASSERT's error, unpaid credit or phone card charges, and any debt I owe CLOUD ASSERT for any reason, including without limitation misuse or misappropriation of company assets). At the termination of my internship with CLOUD ASSERT or at any other time upon reasonable notice, I agree to execute whatever documentation may be necessary to authorize CLOUD ASSERT to make the withholdings described in this paragraph.
9. **Personal Property:** I agree that CLOUD ASSERT is not responsible for loss of or damage to my personal property on CLOUD ASSERT premises or, if applicable, on residential premises subsidized by CLOUD ASSERT (including without limitation apartments or temporary housing). I will hold CLOUD ASSERT harmless from any and all claims relating to such personal property.
10. **Equitable Relief:** I acknowledge that any violation of any paragraphs and conditions of this Agreement by me will cause irreparable injury to CLOUD ASSERT and shall entitle CLOUD ASSERT to equitable relief by a court, including without limitation temporary restraining orders and preliminary and permanent injunctions, which may extend any previously agreed period of restraint.
11. **Non-Waiver and Attorneys' Fees:** Waiver by either me or CLOUD ASSERT of strict performance of any provision of this Agreement, whether on one or more than one occasion, shall neither constitute a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, CLOUD ASSERT shall be entitled to an award of reasonable and necessary expenses of litigation, including without limitation reasonable attorneys' fees.
12. **Jurisdiction:** I agree that all disputes/differences arising out of or in connection with my internship with the Company and/or this letter of appointment shall be subject to the jurisdiction of the appropriate courts chosen by Cloud Assert and or its parent entities.
13. **Limitation of Liability:** I agree that the Company shall not be responsible for personal indebtedness or other liabilities incurred by me, during/prior to my internship with the Company. I shall have no authority to pledge the credit of Cloud Assert to any person or entity without the Company's prior written authorization.

Signature

14.Termination from Services:

- a. Resignation: As a condition of my internship, I agree to provide one [1] month notice period if I decide to leave the internship prior to the full completion date. In the event of such partial termination by me, I agree to pay the Company the internship and training cost incurred by the Company as stated in clause 11 of Annexure-A. I agree to serve the Company diligently during this period of notice, in accordance with all applicable Company policies. I accept that the Company may at its sole discretion waive all or part of the notice or allow me to pay in lieu of the notice. I also understand that any resignation would have to be accepted by the Company to become effective. I agree to return all tangible forms of Confidential Information to the Company on or before my last working day.
- b. Termination by Company for Cause: Notwithstanding anything mentioned in this Agreement, I agree that the Company may terminate my internship/training with immediate effect, without notice or payment in lieu of notice, for cause on grounds prescribed under law or Company policies. The causes may include but not limited to the following: 1) not adhering to company policies and code of conduct 2) involving in any illegal activities 3) involving in any type of harassment 4) failure to apply for leave of absence within 3 business days and not providing related proof 5) any declaration/document given or furnished by me to the Company proves to be false 6) found to have willfully suppressed any material information 7) found guilty of misconduct, disobedience or of conduct that tends to bring disrespect to the company 8) insubordination to the supervisor 9) uncooperative or aggressive behavior towards fellow co-workers and/or customers 10) disclosure of confidential information to any party without prior written approval from the Company. I understand that the Company will follow the internal processes (set as part of Company policies) to investigate the specific instances before deciding to terminate me for cause. In the event of termination by the Company for Cause, I agree to pay the Company the training and internship cost incurred by the Company as stated in clause 11 of Annexure-A.
- c. Termination by the Company due to Unsatisfactory Performance: I understand and accept that the Company has the right to terminate my internship with immediate effect if my performance has been found unsatisfactory based on the periodic evaluation done by my supervisor. In the event of such termination by the Company, I agree to pay the Company the training and internship cost incurred by the Company as stated in clause 11 of Annexure-A.
- d. Termination by the Company: I understand and accept that the Company has the right to terminate my internship with immediate effect at its own discretion without assigning any cause or reason thereof.

Signature

- e. Any intimation of termination of the internship by Cloud Assert shall be in writing and shall be signed by a HR manager/officer of Cloud Assert generally or specifically authorized in that behalf and shall be issued to the intern concerned.
 - f. If any Letter of Authority is issued to me during the term of my internship with the Company, I shall return it on demand or on termination of internship with the Company.
 - g. On termination, I agree to return all tangible forms of Confidential Information to the Company and leave the Company premises with immediate effect.
 - h. I accept that in order to protect IP and avoid future conflicts of interest, Company reserves the right to not relieve me from duties and not provide relieving letters until I provide a written statement about my future employer's name, domain and project I will work in and that I have shown this complete agreement to them.
 - i. I accept that the Company may set off any amounts owing and payable by me to the Company at the time of termination of my internship against any amount that is payable to me by the Company.
15. **Other Employment:** I will devote the whole of my time, attention, and abilities during my hours of work to my duties for the Company. I shall not, under any circumstance, whether directly or indirectly, undertake any other trade or business or occupation or duties during my hours of work under this internship. I shall not, without the prior written consent of the Company (which will not be unreasonably withheld) outside my hours of work, advise or in any other way assist, whether directly or indirectly, any business or employment which is similar to or in any way connected or in competition with the business of the Company or which could or might reasonably be considered to impair the my ability to act at all times in the best interests of the Company. I shall not carry on any activity and/or commit any act prejudicial to the interests of the Company. If for any reason whatsoever I fail to adhere to this policy, I hereby authorize CLOUD ASSERT for immediate termination by surrendering all my wages paid by CLOUD ASSERT right from beginning of my internship.

Signature

16. **General:** I agree to abide by CLOUD ASSERT- Company policies like leave policies, Code of Conduct etc., and this Agreement shall be governed for all purposes by the applicable laws. If any provision of this Agreement is deemed to be excessively broad, that provision shall be narrowed to the extent necessary to make it enforceable and then enforced to the maximum extent permissible by law. If any provision of this Agreement is determined to be void and cannot be saved by a narrowing construction, that provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. This Agreement sets forth the entire agreement of CLOUD ASSERT and myself as to the subjects discussed herein, and it may not be modified except by a subsequent written agreement signed by me and by an officer of CLOUD ASSERT. Paragraph headings appear as an aid to the reader and shall not be construed to limit any provision of this Agreement. The terms and conditions of this Agreement shall survive termination of my internship. I understand that this Agreement is important, and I have had adequate time to read it before signing.

I HAVE READ AND FULLY UNDERSTOOD THE TERMS & CONDITIONS AND AGREEMENT. BY SIGNING BELOW, I AGREE TO BE BOUND BY ALL OF ITS TERMS.

Signature _____

Date _____

Name _____

Place _____