

Date: 29th November 2021.

Dear HAMILTON V DE PAUL

Email: hamiltonvdepaul@gmail.com

Mobile: 8870524017

Sub: Letter of Offer & Appointment

Following the discussions we had, we are pleased to offer you the position of “Trainee” at CLOUDANGLES.

Your joining date as mutually agreed is **1st December 2021**. Any change to this joining date shall be *mutually agreed in writing prior* to this date.

This offer is subject to the terms and conditions attached hereto (Appendices A, B, C, D, and E) as well as the Non-Disclosure Agreement to be signed at time of reporting/joining.

Location: Hyderabad.

Remuneration: Your gross annual Compensation will be **INR 3,50,000/-** (Indian Rupees Three Lakhs Fifty Thousand only).

Attached herewith the salary break up details for your reference – refer Appendix A.

You shall submit all relevant documents including, but not limited to, your work experience and education, 2 passport size photographs and proof of last 3 months’ salary drawn at the time of joining. (Complete list provided in Appendix D).

Please note that this offer of employment is based on the skill sets and experience declared by you in your application for employment. This offer may stand cancelled/changed/withdrawn in case you are not able to produce the documents.

This letter of offer and services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with shall be determined in accordance with the laws of INDIA.

By accepting this offer you confirm that

- You are in full compliance of your employment agreement with your current/previous employer(s).
- You have no contractual obligations with respect to your earlier contracts that would prevent you from delivering your responsibilities or taking up this position with our organization.
- You are not bringing in any Intellectual Property that you do not have sole ownership of.

We welcome you to our organization and look forward to a long and mutually beneficial association.

For **CLOUD ANGLES DIGITAL TRANSFORMATION INDIA P Ltd**

A handwritten signature in blue ink, appearing to read 'R. Kanna'.

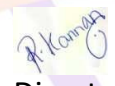
Director



Appendix A – Salary Structure

Particulars	Amount (P.M)	Amount (P.A)
Basic	₹ 11,667.00	₹ 140,000.00
HRA	₹ 5,833.00	₹ 70,000.00
Other Allowance	₹ 9,306.00	₹ 111,666.00
Gross Salary - (A)	₹ 26,806.00	₹ 321,666.00
Benefits :		
Employer PF	₹ 1,800.00	₹ 21,600.00
Gratuity	₹ 561.00	₹ 6,734.00
Total - (B)	₹ 2,361.00	₹ 28,334.00
Bonus * (C)		₹ -
CTC (A + B)	₹ 29,167.00	₹ 350,000.00

For CLOUD ANGLES DIGITAL TRANSFORMATION INDIA P Ltd


Director

APPENDIX B

I shall work under the supervision, control, and guidance of the **CLOUD ANGLES DIGITAL TRANSFORMATION INDIA P Ltd** organization.

I agree and acknowledge that the organization shall be the sole, absolute, and perpetual owner of the 'Intellectual Property' including the Copyright, Patents, Trademarks, Confidential Information which may be created, generated, invented etc. or added to the existing Intellectual Property of the organization during the tenure of my services. In any case for avoidance of doubt, I hereby assign absolutely and irrevocably, the present as well as future, and for the territory of the entire World, without any limitation on exploitation of whatsoever nature, for the entire term, all the Copyright, inventions, confidential information etc. and all related and incidental rights thereto in favor of the Organization, which may be created or generated or added to the existing Intellectual Property of the Organization, during the term of the services by me, for the consideration of the compensation received and training and other facilities provided by CloudAngles to the Consultant, receipt of which will be confirmed by me.

I confirm that no Intellectual Property or related or incidental right thereto of will be retained by me and the same shall vest absolutely and irrevocably with the organization. I shall make disclosures of the invention to the organization immediately, irrespective of the location of the work. I shall not make any adverse claim, or caused to be made, against the Organization to claim any Intellectual Property or related or incidental right thereto and the same shall remain the property of the Organization.

I accept the above.

Name:

Signature

Date:

APPENDIX C

General Terms & Conditions

1. Verification

Your engagement in the Organization is subject to satisfactory verification of your certificates, testimonials, and personal particulars/ credentials.

The Organization reserves the right to get a background check (including criminal history record search, education, and engagement; and personal details verification) conducted on you, which you explicitly agree to, whether done directly by us or through nominated third-party agencies. If such verification or background check reveals any discrepancy in the statement(s) made in your application or in the biodata with the Organization or in the declarations made by you in this agreement, your services are liable to be terminated forthwith without any notice or compensation.

2. Nationality

You confirm that you are an Indian national and hold an Indian Passport and are thus exempt from any additional work authorization to work in India.

However, if you are a non-Indian, holding a foreign passport, you will be required to demonstrate that you have the necessary authorizations for working in India by submission of relevant documents. It will be your responsibility to ensure that throughout your engagement with CLOUD ANGLES DIGITAL TRANSFORMATION INDIA P Ltd. your work authorizations are up-to-date, and you shall hold CLOUD ANGLES DIGITAL TRANSFORMATION INDIA P Ltd harmless and indemnified against any act or omission on your part in this regard. In case the work authorization ends during your engagement with CLOUD ANGLES DIGITAL TRANSFORMATION INDIA P Ltd, your contract with CLOUD ANGLES DIGITAL TRANSFORMATION INDIA P Ltd will be deemed to be terminated.

3. Working Hours

Your normal scheduled workdays / time is as follows:

Monday to Friday 09.30 to 18.30 IST

- You shall be required to provide time sheets or such systems to record and report your time and working hours, as required by your role, supervisor, or organization. Failure to comply with and provide truthful reports and logs of working time shall be treated as severe breach of your contract with CLOUD ANGLES DIGITAL TRANSFORMATION INDIA P Ltd and can lead to termination without notice or compensation
- You shall be allowed breaks as per the applicable laws
- You may be required to work longer hours as may be required to complete tasks falling within your scope of work.

4. Posting & Transfer

Your place of posting shall be as indicated in the first page of this letter, and you agree to be transferred in such capacity as the Organization may from time to time determine. In such a case, you shall be governed by the specific terms and conditions applicable to your new location.

5. Confidentiality

Maintaining confidentiality is a condition to your engagement.

During your engagement, you will not store, possess, use, or disclose confidential / personal/ sensitive information or data (including those from any of your previous engagement(s) with other organizations) in an unauthorized manner. You shall not bring any such information or data into the Organization.

You will not, either during your engagement with the Organization or after termination of such engagement, divulge to anyone any information, secret, accounts, or dealings relating to the Organization's business, its affairs or its clients, service providers, sub-contractors, or vendors, other than to the Directors of the Organization or their authorized representatives.

On discontinuation of your engagement, you will return to the Organization, all papers, documents, and all other property pertaining to the Organization or affairs of the Organization or its client or any of its associates or branches, which may be in your possession, and will not retain any copy or extract there from.

You agree to sign engagement specific non-disclosure/ confidentiality agreements, if required by certain clients of the Organization. In case of any breach of confidentiality caused by you, either during or after the termination of your engagement with us, you will be personally liable to the Organization, our clients and third parties.

6. Intellectual Property

The nature of work to be assigned to you might be such that the clients may retain exclusive ownership rights on the resulting work products on unconditional basis. Further, the Organization may need to provide a client with material without acknowledging each individual who worked on it.

By signing this agreement, you are:

Acknowledging and agreeing to the condition that all existing and future intellectual property rights in any materials, information and technology of any nature created by you, either singly or jointly with other persons, are the exclusive property of the Organization with unfettered rights for utilization or disposal of the same; and

Consenting to the Organization and/or its clients using or adapting material to which you have contributed, in any manner and without expressly acknowledging your individual contribution.

7. Staff Members Joining Clients

The Independence Policy also mandates that in the event of an offer of employment/ independent consultancy from the Client and/ or clients' affiliates you are currently engaged on, or have been employment with the recent past, it is mandatory to immediately notify the Directors, CloudAngles Group of such an offer.

On cessation of engagement, you will not accept employment with a client in the capacity of Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Chief Technology Officer, Chief Strategy Officer, Chief Accounting Officer or in any equivalent position wherein, you have put in more than ten hours of services at any point during the annual reporting period and within the one-year period prior to the commencement of the Project in progress, without prior written approval of the Directors, CloudAngles.

8 Risk Management

A clear objective of the Organization is to effectively manage its risks while providing high quality services to our clients. To achieve this, the Organization has an effective set of risk management policies, processes, and procedures. All team members are responsible for managing the risks on the assignments

they undertake for clients. You will therefore be required to comply and keep yourself updated with various risk management policies and processes as in force from time to time when undertaking your work.

9 Confidential and Proprietary Information

Information and materials relating to the Organization, its clients, licensors, and suppliers that are not publicly available must be treated as confidential and proprietary ("Confidential Information") and may only be used or disclosed for business purposes related to your engagement duties with the Organization.

You have an obligation to safeguard Confidential Information from unauthorized use and disclosure. Confidential Information includes, but is not limited to, the Organization's professional, technical and administrative manuals; associated forms, processes, and computer systems (including hardware, software, databases and information technology systems); other methodologies and systems; marketing and business development plans and strategies; client and prospect files, lists and materials; research materials; investigative materials; and project notes and plans.

Because confidential information is extremely valuable, the Organization takes measures to maintain its confidentiality and guard its secrecy. Confidential Information may be copied, disclosed or used by you during your engagement with the Organization only as necessary to carry out Organization business and, where applicable, only as required or authorized under the terms of any agreements between the Organization and its clients, licensors and suppliers. You agree not to take or keep any Confidential Information when you leave the Organization. If you are ever asked to disclose any information or materials that are subject to these confidentiality restrictions, pursuant to legal process or otherwise, you must contact your Finance and Compliance, and HR Departments to seek the Organization's consent prior to any disclosure. These confidentiality restrictions are permanent and do not lapse or cease upon your departure from the Organization. For further details, please refer to the Non-Disclosure Agreement to be signed by you.

10 Insider information

You are prohibited from using or sharing information, not publicly disclosed, which you obtain during your work for the Organization, for your personal gain or advantage in securities transactions, or for the personal gain or advantage of anyone with whom you improperly share this information. This restriction applies to such information related to any company, not just the Organization's clients and their affiliates. The foregoing obligation is in addition to any obligation that you have not to purchase or hold securities of entities with respect to which the Organization must maintain independence.

11 Protection of Computer Software/ Organization's Assets

The Organization has a strict policy prohibiting the unauthorized reproduction or use of computer software purchased or licensed from an outside vendor. You will not bring into the Organization, or use, any unauthorized or unlicensed software. You will be required to sign a declaration annually that you are complying with this policy. Where applicable, you shall be provided with a corporate credit card, mobile phone / blackberry, internet data card. All these shall always remain the Organization's property / assets, and they must be returned to the Organization on termination of engagement or whenever requested by the Organization or disposed of in accordance with the policies and directions under which they are issued.

You will be provided with access to a computer for your business use in the office. If you are allocated a portable computer for use with your work, you are required to take additional responsibility for the

physical security of the equipment as well as the information stored therein. You must make yourself aware of and comply with the Organization's relevant policies and procedures applicable to usage of the Organization's computer equipment, including the Organization's policies on the appropriate use of email and the internet. You shall read understand and follow Organizations Security policies to protect its digital assets as long as such assets are in your possession. You acknowledge and agree that the Organization reserves the right to monitor your usage of the Organization's computer(s) and IT systems / resources.

12 Exclusivity

During the continuance of your engagement with the Organization, it is a condition of your engagement that you will not engage yourself in any other trade, business, or occupation, including private practice and consulting, without obtaining prior written permission of the Organization. Any such engagements without explicit written permission shall constitute severe breach of this contract and CloudAngles shall be within its rights to immediately terminate this contract without any notice or compensation and seek any legal recourse at its discretion.

13 Bond signing (Sponsored Training Programs)

The Organization, from time to time, sponsors selected staff for expensive training programs with the objective that such staff would use the skills acquired for achieving business goals of the Organization. In consideration of being chosen for such training programs, at the Organization's option, you may be required to sign an agreement whereby you shall agree to continue to provide services diligently in the areas you acquired training and not leave the Organization for a prescribed period after completion of training. If you fail to do so, you shall be required to refund to the Organization the cost of training in accordance with terms of the agreement. You will be entitled to refuse to be provided such training. You acknowledge and agree that if you accept such training then you shall remain bound by the terms of such agreement(s) and the Organization shall be fully entitled to adjust and recover such amounts from any amounts payable to you.

14 Leased Assets

In case of leased assets, availed by you through the Organization, you will be personally liable for usage of such assets. The Organization will not bear any responsibility or liability for your usage of such assets. It is clarified that if you appoint a personal driver for the leased car, payment of wages etc. to such personal driver shall be your sole personal responsibility. It shall also be your responsibility to ensure that a valid insurance policy as may be required by law is always maintained in respect of such asset by the Organization. You hereby agree to keep the Organization fully released and discharged (and take all necessary actions in respect thereof) from any claims, actions or proceedings relating to your usage of such leased assets.

15 Notice and Termination

The Organization or you may, at any time during the engagement by stating their intention to do so in writing, terminate the engagement by giving notice as given below or a salary payment in lieu of that notice. The Organization may require you to complete all operative parts of the assignment or project you may be involved in on the date of resignation as determined by the Organization before agreeing to your release. If, in exceptional cases, the Organization agrees to your requests, if any, for an early release, the Organization shall recover the salary or part thereof equivalent to the balance notice period.

The notice period for termination of engagement by either side for the various levels shall be as specified in Human Capital Policy of the Organization. As per the aforesaid policy, the current notice period for the various levels is set out below.

- i. Probationer and Special cases: Thirty (30) calendar days
- ii. Confirmed Employee Below Executive Level: Sixty (60) calendar days
- iii. Confirmed Employee at Executive Level: Seventy-five (75) calendar days

However, the period, of not less than thirty (30) days, that is prescribed on the date of giving notice shall apply.

You shall return all documents including papers, memoranda, notes, programs, data and all copies thereof including any electronic record containing any business and technical information disclosed to the Consultant by CloudAngles or in any manner procured, received by you during your term of appointment with CloudAngles.

16 Disciplinary Policy

The Organization has a Disciplinary policy in place under which it reserves its right to take appropriate disciplinary action. This policy acts as a generic guide for initiating disciplinary proceedings; some of the indicative events are for instance:

If the Organization exercises this right, it may, at any time during the `engagement by stating their intention to do so in writing, terminate the engagement without giving notice or a salary payment in lieu of that notice. Such an order may be preceded by an enquiry. If so, you may not be allowed to retire or resign during the period that such enquiry is under contemplation or in progress.

17 Exit formalities

Before termination of engagement, you will be required to complete exit formalities and sign necessary forms in this regard, as per the policies of the Organization. You will be required to return to the Organization, all documents, including copies thereof and property including but not limited to corporate credit card, mobile phone / blackberry, internet data card and comply with company loans, advances, and leased accommodation terms- wherever applicable- before your last working day to obtain release. You are also specifically restrained from keeping copies or extracts of any of the Organization's or Client's documents with you, after your release from the services of the Organization, except with specific written permission from the Organization.

As part of your exit formalities, you must provide in writing to the Organization that you have not retained any data/confidential information relating to the Organization and/or our clients and that you will be personally liable to the Organization and/ or our clients if it is found that any data/ confidential information was nevertheless retained by you. This liability shall remain whether any such data/ confidential information is later disclosed by you.

18 Set Off

You explicitly agree that your final settlement of dues shall happen only after completion of the aforesaid formalities and first adjusting all dues under whatsoever head then due to the Organization. In case of shortfall in the amounts to be recovered, you shall forthwith settle the remaining amount without demur or protest. The exit formalities shall be kept in abeyance till the deficit amount is paid in full.

19 Non-Solicitation

Upon leaving the Organization you will not, without prior written consent of the Organization, for a period of twelve months from the date of ceasing engagement, canvass, solicit, interfere with or entice away any person, Organization or corporation who has, at any time during your engagement with the Organization, been a client of the Organization with whom you have had contact or been involved in the provision of services, or an employee of the Organization.

To prevent any potential conflict of interest or breach of confidentiality, you will not accept an appointment offered by a client for whom an assignment is being performed by you or on which you are working for six months after the assignment is completed, unless appropriate written consent is obtained from the Organization. It is mandatory to immediately notify CloudAngles' Finance and Compliance, and HR Departments of such an offer.

20 General

You are required to book proper time and expenses, use the Organization provided email ID and Internet for business purposes only, not share your access card, credentials with anyone else, maintain good housekeeping practices in CLOUDANGLES Group premises, and dress in a professional manner at all times when performing duties for the Organization.

It is also important that you keep the Organization informed about any change in your personal particulars, and file updated nomination forms (e.g., relating to Provident Fund, Gratuity, if applicable) on your own initiative in case of any such change. You agree to be personally responsible for renewal of all such personal documents which may have a bearing on your official duties or obligations (including passport, driving licenses, corporate credit card). Your engagement in the Organization shall be governed by your compliance with and by providing all requisite information that may be sought from you by the Organization from time to time.

21 Right to access

It is the Organization's policy to take all reasonable steps to protect its interests. This includes ensuring that systems and equipment are used for the proper purposes. You understand that there may be regular checks in respect of usage or access of the Organization's system and equipment.

For the avoidance of doubt, this includes, telephone systems, computer resources and systems, use of email and internet systems and the postal system ("Facilities"). You also understand the Organization reserves the right, without notice, to access, listen to or read any communication or content made or received by you on its Facilities, to establish the existence of facts, to ascertain compliance with regulatory or self-regulatory practices and procedures, for quality control and staff training purposes, to prevent or detect crime (including 'Hacking'), to intercept for operational purposes, such as protecting against viruses and making routine interceptions such as forwarding emails to correct destinations, to check voice mail systems when you are on holiday or on sick leave.

22 Wrongful Dissemination

You must not host, display, upload, modify, store, make available or transmit, publish, update, or share in or through the Facilities of the Organization or otherwise any information or material which:

- i. Belongs to another person to which you have no rights and/or which infringes any person's Intellectual property rights.
- ii. Is or is likely to be perceived as defamatory, threatening, misleading, offensive, or inappropriate, or materially misrepresents facts.
- iii. Contains any virus, harmful component or corrupted data or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of the computer resources and Facilities of the Organization.

APPENDIX D

You shall submit all relevant documents (or their copies as indicated) at the time of joining. Originals to be provided / made available for physical verification and two self-attested photocopies of each original to be submitted.

- Experience & Relieving Letters from previous Employer
- 2 passport size photographs
- Printed copy of latest resume
- Form 12B
- Proof of current address (for verification)
- Academic Documents (For verification)
- Last 3 month's pay slips (For verification)
- PAN Card (For verification)
- Aadhaar Card (For verification)
- UAN Card (For Verification)
- Passport (For Verification)

APPENDIX E

Probation Period

- 1) It is understood and agreed that the first 180 (one hundred and eighty) days of employment shall constitute a probationary period ("Probationary Period") during which period the Employer may, in its absolute discretion, terminate the Employee's employment, without assigning any reasons and without notice or cause.
- 2) During the Probation period you will be provided training for 90 days, after which you undertake and agree to continue to work with us or any member of its group of companies (hereinafter collectively called "the Company") for two (2) years commencing from the date of completion of the training program.
- 3) The Company shall decide to end the Probation and confirm the Employment of the Employee, at its sole discretion, based on your (Employee's) performance and achievement of required certifications.
 - a) The company shall provide you a letter certifying your fulfillment of the requirements and completion of the training program and / or Probationary period.
- 4) In case, under extenuating circumstances or otherwise, you leave the company before the Probationary period you agree to reimburse to the Company the sum of ₹2,00,000 (Indian Rupees Two Lakhs only) being the cost spent by the Company for your training as follows:
 - a) Anytime within 18 months of the completion training program, ₹2,00,000 (Indian Rupees Two Lakhs only)
 - b) After the 18th month of completion of the training program before 25th month, ₹80,000 (Indian Rupees Eighty Thousand only).

In fulfillment of the above terms, I have no objections in submitting an undated, signed, valid cheque for the full amount of ₹2,00,000 (Indian Rupees Two Lakhs only), the compensation *Cloud Angles Digital Transformation India Private Limited* is entitled to as above, till the end of the Probation as above, as a token of intent and which the Company shall be free to us in case of my breach of these clauses under the **Probation Period**.

I accept the above.

Name:

Signature

Date:

DECLARATION

By signing this agreement, I hereby acknowledge and agree that I have carefully read and understood the above agreement (including the attached terms and conditions thereto) and accept the same unconditionally. I will make myself fully aware of, and be bound by, the rules and regulations of the Organization as amended from time to time. I declare that:

- i. I will furnish original copies of my certificates, testimonials, and other necessary documents, on demand.
- ii. I acknowledge and agree to the Organization reserving the right to get a background check conducted on me including through a third-party agency. In furtherance thereof, I authorize the Organization to collect and retain copies of my personal particulars (including educational certificates, copies of passport, driving license, PAN card, and voter identification card) either directly or through a third-party agency.
- iii. There are no ongoing or pending criminal cases/ criminal liabilities on me nor have I ever been convicted of any criminal offence.
- iv. I am not in possession, in an unauthorized manner, of any confidential, sensitive, or personal information/ data/ material of any other Organization or individual (collectively "Sensitive Data"). I shall not bring any Sensitive Data into the Organization and shall not use any such Sensitive Data in an unauthorized manner, during or after my tenure with the Organization.
- v. I shall not commit or cause to commit, any act or omission, which I believe to be illegal or against the Organization's Code of Conduct.
- vi. In the event of any willful or intentional misconduct, fraud, dishonesty, or breach of confidentiality on my part, I will personally be liable to the Organization and/ or its clients.

I accept the above.

Name:
Date:

Signature