

Mr. Nasir Khan
S/O Mohammad Ali
Opp. Mosque, Vijay Nagar,
Govind Puri Modinagar Dist.
Ghaziabad, UP - 201201

Mar 14, 2018

Dear Nasir,

This offer is made pursuant to the interview and discussions you had with the representatives of the ASM Enterprise Solutions Private Limited (“*ASM Enterprise Solutions Pvt Ltd*”) on **Mar 14, 2018**.

This offer shall remain open for your acceptance for a period of **1day** from the date first written above. You may indicate your acceptance to the terms of this offer by affixing your signature in the space provided below. If the Company does not receive your acceptance within the specified time period, the offer shall lapse automatically without any further communication from the Company.

Notwithstanding your acceptance of this offer in the manner stated above, the Company will take you on its rolls subject to your unconditional acceptance and execution of the Employment Agreement and the Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement, Employment Bond and the Company’s confirmation of the same. This offer will be withdrawn immediately without any liability to the Company on your refusal to so accept and sign the said agreements.

Role and Commencement of Employment

Your initial appointment shall be for the position of **Architect** and you are required to join on **March 26, 2018** and the offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing.

Location

Your initial place of work shall be the Company’s office at **4/1, IBC Knowledge Park, Tower D, 7th Floor, Bannerghatta Road, Bangalore 560029**. In the course of your employment you shall, at such time and for such periods as may be required by the Company, travel anywhere in India or abroad and locate yourself in the offices of the Company, its affiliates, principals, subsidiaries, vendors or clients.

Compensation

a. Your salary will be a gross sum of **Rs. 18,50,000 (Rupees Fourteen Lakhs Fifty Thousand Only)** per annum, the breakup of which is provided in the **Annexure A**. Your salary may be revised from time to time after due consideration of all relevant factors. Also, the Company may, due to compelling business reasons, reduce your salary at any time with prior intimation to you.

b. You shall not reveal any fact concerning your remuneration to any third party, either within or outside the Company and irrespective of whether you accept this offer or not. Breach of this obligation shall invite legal consequences.

Background Check

The Company reserves the right to conduct a background check on you. The omission or misrepresentation of any facts in the documents submitted by you may result in refusal of employment or immediate termination with no liability to the Company on account of such action.

Leave

You will be entitled to leave as per the rules of the company in force.

Termination

Except when the Company chooses to terminate your services forthwith due to your misconduct, either you or the Company may terminate your services by prior notice in writing of thirty days or pay in lieu thereof. Notwithstanding the foregoing, if the Company is of the opinion that you are discharging responsibilities of crucial importance, the Company shall, at a time it deems fit, intimate you in writing that you shall give notice of 90 days prior to terminating your employment with the Company with no pay being permissible to be paid the Company in lieu of the notice.

This letter supersedes and replaces any existing or prior terms between you and the Company relating generally to the same subject matter. The terms of this letter are to be kept confidential by you irrespective of whether you accept the offer or not. Violation of this condition in any manner shall entitle the Company to take appropriate legal action.

We would like to take this opportunity to welcome you to the Company and look forward to a mutually beneficial association.

Issued on behalf of ASM Enterprise Solutions Private Ltd

Authorised Signatory

I confirm that I have voluntarily offered my services to the Company and that neither the Company nor any of its officers or employees has solicited my services by persuading me to terminate any other contract of employment or otherwise. I have read and understood the contents of this Letter and accept the same without any reservations whatsoever.

Agreed and Accepted To:

Nasir Khan

Annexure A:

SALARY STRUCTURE: Nasir Khan

Sl.No	Particulars	Monthly in Rs.	Annual in Rs.
1	Basic Salary(Basic+DA)	61,667.00	7,40,004.00
2	House Rent Allowance	37,000.00	4,44,000.00
3	Special Allowance	26,083.00	3,12,996.00
4	Conveyance Allowance	1,600.00	19,200.00
5	Food Allowance	1,300.00	15,600.00
6	Internet/Telephone Allowance	1,200.00	14,400.00
	Sub - Total	1,28,850.00	15,46,200.00
1	Employer Contribution towards PF		88,800.00
	Annual Components		
1	Bonus/Ex-gratia		1,00,000.00
2	Leave Travel Allowance		1,00,000.00
3	Medical Allowance		15,000.00
	Grand Total	1,28,850.00	18,50,000.00
	This amount is subject to all standard deductions		

For ASM Enterprise Solutions Private Limited

Authorised Signatory

ASM Enterprise Solutions Private Limited.

(An ALTEN Calsoft Labs Company)

Regd Office: 7th Floor, Tower D, IBC Knowledge Park, 4/1, Bannerghatta Main Road, Bengaluru - 560029, Karnataka, INDIA.

Tel : +91 80 4034 3000 | Fax : +91 80 4034 3111 | CIN : U72200KA2015PTC080793 | GST : 29AANCA5873D1ZC

www.altencalsoftlabs.com

EMPLOYMENT AGREEMENT

This Employment Agreement is made on the Mar 14, 2018 by

ASM Enterprise Solutions Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and with its registered office at **4/1, IBC knowledge Park, Tower D, 7th Floor, Bannerghatta Road, Bangalore 560029**, hereafter "**Company**" which expression shall unless repugnant to the subject or context thereof mean and include its successors and assigns,

And

Name of Employee

Nasir Khan

(hereafter "**Employee**") which expression shall unless repugnant to the subject or context thereof mean and include the Employee's legal heirs and successors)

Son of

Mohammad Ali

Date of Birth

24th December 1982

Residential Address

**Nasir Khan
S/O Mohammad Ali
M-61, Batla House,
Okhla, New Delhi,
Pincode - 110020**

Permanent Address

**Nasir Khan
S/O Mohammad Ali
Opp.Mosque, Vijay Nagar,
Govind Puri Modinagar Dist.
Ghaziabad, UP - 201201**

PAN No.if any

AQKPK8780H

Position

Architect

Salary

Rs. 18,50,000 (Rupees Eighteen Lakhs Fifty Thousand Only)

WHEREAS the Employee has offered himself for employment with the Company having represented that he/she has the requisite qualifications and competence.
WHEREAS the Employee has accepted an offer of employment made to him/her by the Company.

AND WHEREAS in furtherance thereof and as a condition precedent to his/her employment with the Company, the Employee is required to execute this Employment Agreement and he/she agrees unconditionally and without any reservations whatsoever to abide by the terms and conditions below.

THIS AGREEMENT IS MADE AS FOLLOWS:

1. Appointment and Discharge of Duties

The Employee's initial appointment shall be for the position stated above. The Employee shall diligently and conscientiously perform such duties and responsibilities as are assigned to the Employee by the Company from time to time, which duties and responsibilities the Employee shall discharge subject to the supervision of the Employee's manager/s. During the Employee's employment with the Company and for one year thereafter, the Employee shall work exclusively for the Company and shall not offer to provide, or provide, to

third parties services identical with or similar to those the Employee renders to the Company otherwise than in the course of employment with the Company. The Employee shall devote all effort and time during normal working hours towards discharge of the Employee's obligations under this Agreement and shall not engage in the pursuit of any activity, professional or otherwise, during such working hours.

2. Remuneration

- (a) Until further notice, the Employee's gross annual remuneration shall be as stated above. The details of such remuneration shall be intimated separately. The remuneration will accrue on a daily basis and will be payable monthly in arrears.
- (b) The Company will reimburse all reasonable travel, hotel and other expenses pre-approved and properly incurred by the Employee in the course of Employment including as per the relevant Policy (as defined hereinafter), if any, in force at the time of incurring such expense.

- (c) Subsequent to the commencement of the Employment, the remuneration may be increased or reduced at the sole discretion of the Company at such intervals that the Company may deem fit. The Employee understands that without limiting the foregoing, the Company may, due to business reasons, reduce the remuneration at any time. The Company shall however keep the Employee intimated about such change in remuneration.

3. Location, Deputation and Transfer

- (a) The Employee shall discharge the services at such location in India or abroad that the Company shall intimate the Employee. Until further intimation, the Employee shall be located at the Company's offices / the offices of the Company's customer/ offices of the Company's Affiliates. "Affiliate" in relation to the Company, shall mean any other entity that controls, is controlled by or is in common control with the Company. "Control" means the control deriving from the beneficial ownership of the majority of the voting share capital or from the right to appoint a majority of members on the board of directors.

- (b) As part of the Employee's responsibilities, he/she may be required to travel anywhere in India or abroad and shall do so accordingly. The Employee may be transferred to any office or branch of the Company or any of the Company's business partners, clients, vendors or Affiliates (each a "Transferee") anywhere in India or abroad by way of deputation or otherwise for such periods of time that the Company may specify and the Employee shall be bound to fulfill such requirement. While on the premises of any Transferee, the Employee shall adhere to the policies and procedures as applicable or as prescribed by the Transferee.

4. Hours of Work, Holidays and Leave

Matters related to hours of work, holidays and leave shall be as stated in the relevant Policy from time to time. Unless stated otherwise in such Policy:

However, when deputed to a client's location, the Employee shall follow the office timings in effect thereat

The Employee shall be entitled to paid leave as per the terms contained in the ASM Leave Policy.

5. Policies

From time to time the Company may formulate and modify various policies ("**Policies**") regarding leave, superannuation, promotion, performance assessment, access to the Company's premises and data, Internet and e-mail usage, and such other matters related to employment, some of which shall be contained in the ASM Employee Handbook. Such Policies and changes thereto shall be intimated the Employee from time to time. The Employee shall acquaint himself/herself with such Policies, including the ASM Employee Handbook

and revisions thereto and adhere to the same in addition to the terms and conditions contained herein, irrespective of whether the Employee thinks of such revisions as detrimental to the Employee's interests. The Employee shall strictly abide by the security and data network compliance policy of the Company, by whatever name called, and shall refrain from removing or using the Company's data network for any purpose other than what is expressly authorized by the Company.

6. Termination and Suspension

- (a) The Company may terminate the services of the Employee at any time, with or without assigning reasons, by prior notice in writing of thirty days or pay in lieu

thereof, including for unsuitability for the Employee's role and responsibilities or for failure to meet performance levels. The Employee may terminate his/her

services at any time by prior notice in writing of thirty days. Unless accepted by the Company the Employee shall not be entitled to terminate this Agreement by paying salary in lieu of notice, it being understood that the notice period is meant for a smooth and complete handover of responsibilities. The Company may however waive its right to notice in whole or in part in which case the Employee shall have no right to any salary for the notice period so waived by the Company.

Notwithstanding the foregoing, if the Company is of the opinion that an Employee is discharging responsibilities of crucial importance, the Company shall, at a time it deems fit, intimate the Employee in writing that he/she shall give such longer notice that the Company deems fit, which in any case shall not exceed 90 days.

- (a) Notwithstanding the foregoing, in the event of Misconduct by any Employee, the Company may terminate the Employee's services immediately or by such notice as it deems fit. "Misconduct" shall include such conduct or dealing on the part of the Employee whereby he/she:
 - i. Is in breach of the terms and conditions of his/her employment, which terms shall include the terms of this Employment Agreement, the Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement and other Policies that are then in force;
 - ii. Acts in a manner so as to bring himself/herself or the Company into disrepute;
 - iii. Puts himself/herself in a position whereby he/she is unable to fulfill his/her obligations to the Company for any

7. Obligations upon Termination

- (a) Termination of employment shall not release the Employee from his/her obligations and liabilities accrued prior to the date of termination.
- (b) Upon termination of Employment for any reason, the Employee shall comply with the Company's separation procedures, if any. Irrespective of the absence of such procedures at the relevant time of the termination of the employment, the Employee shall return all movable and immovable property, equipment, documents in paper or electronic form, and any other material whatsoever that belongs to the Company, its Affiliates, partners, clients or vendors, and is in the Employee's possession ("Company Property"). Such Company Property shall be returned in as good a condition that it was when handed over to the Employee, except for reasonable wear and tear. The Employee shall also refund any amounts borrowed from the Company subject to any terms of borrowing and sign all documents required by the Company in that regard. The Company will not be bound to pay any dues of the Employee until

8. Miscellaneous

- (a) This Agreement supersedes and replaces any existing or prior terms between the Company and the Employee relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Company. In case of

reason whatsoever, except reasons relating to health;

- iv. Commits any act, deed or thing, which is detrimental to the interests of the Company;
- v. Absents himself/herself from duty habitually or absents himself/herself for a period of ten days without obtaining a leave of absence; Commits an act of insubordination;
- vi. Is convicted of an offence involving moral turpitude or any other criminal offence;
- viii. Commits any act that is defined as a misconduct under any prevalent law including any rule, bye-law or regulation;
- ix. Commits any act that will be construed a misconduct by a reasonable employer;

To avoid any doubt, the Employee commits misconduct when he/she omits in the course of employment to do something that he/she is obliged to do under this Employment Agreement or the Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement or any Policy in force at the relevant time.

- (b) The Company may, for reasons of Misconduct or contagious diseases, and in its sole discretion suspend the services of the Employee for such period it deems fit.
- (c) Benefits that accrue to the Employee based on his/her completion of service for a period specified by law or by Policy shall where permitted shall accrue on a pro-rata basis in the event of termination unless stated otherwise by the relevant law or Policy.

such time that the Employee does not discharge these obligations upon termination.

- (c) Subsequent to the termination of employment, no Employee shall directly or indirectly:
 - i. Disclose to a third party or use in any manner whatsoever, either for his/her own benefit or for the benefit of third parties any Proprietary Information (as that term is defined in the Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement); or
 - ii. Solicit or encourage or otherwise induce any other employee, consultant or other person engaged by the Company to terminate his/her employ or engagement for any reason whatsoever.
 - iii. For a period of 6 months from the effective date of termination of employment commence or carry on any business that directly or indirectly competes with the business of the Company.

conflict between the terms of any prior documents and this Agreement, the terms of this Agreement shall prevail.

- (b) The Employee represents that he / she has not entered into any other agreements with or undertaken obligations to others, including agreements with and

obligations to previous employers, which conflict with the terms herein.

- (c) The Employee represents and warrants that he / she shall not do or cause to be done any act, deed or thing which would affect his / her obligations to the Company and shall promptly inform and keep informed the Company of any act, deed, thing or event which would prejudicially affect the interests of the Company. The Employee agrees and undertakes that except with the express authority granted by the Company, he/she shall not to do or cause to be done anything for or on behalf of the Company that has the effect of binding or obligating the Company.
- (d) The Employee undertakes, represents and warrants that all documents submitted and all representations made by him/her to the Company including but not limited to those meant for the purposes of computation of income tax are and shall be genuine and true. The Employee shall be solely and absolutely liable for the consequences resulting from a violation of this undertaking and shall indemnify the Company to the fullest extent in this regard, without prejudice to the other remedies available to the Company.
- (e) The provisions of this Agreement are severable. In the event any portion of this Agreement is held to be unlawful or unenforceable, the same will not affect any other portion of this Agreement, and the remaining terms and conditions or portions thereof will remain in full force and effect.
- (f) The failure of either the Company or the Employee to object to any conduct or violation of any of the representations made by the other under this Agreement will not be deemed a waiver of any rights or remedies in respect of the same or a subsequent default.
- (g) This Agreement is binding upon the Company and the Employee and their respective heirs, personal representatives, successors and assigns. The obligations of the Employee that by their nature are to survive the termination of employment, shall so survive. The services to be rendered by Employee to the Company are personal in nature and, therefore, the Employee shall not assign or delegate Employee's rights, duties or obligations under this Agreement. The Company may, in its discretion assign its rights and duties herein to a third party, and the Employee consents to the same.
- (h) All notices or other communications under this Agreement shall be made in writing and shall be deemed delivered (i) when delivered personally immediately upon delivery, or (ii) when sent by registered post or by courier, postage prepaid, to the respective addresses first set forth above, three working days after the date of dispatch of the notice as evidenced by the appropriate receipt/challan. Communication of a routine nature may be made by the Company to the Employee by electronic mail / facsimile.
- (i) The laws of India shall govern this Agreement. Disputes, if any, shall be resolved amicably failing which the same shall be referred to a panel of three arbitrators in accordance with the procedure established by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Bangalore. The language of arbitration shall be English. In the event that either party needs to seek and obtain an injunctive remedy, they hereby consent to the exclusive jurisdiction of the Courts in Bangalore Urban District.
- (j) Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be deemed to bind the Company unless the Company receives a signed copy of the Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement.

	ASM Enterprise Solutions Private Limited	Employee
Signature		
Name		Nasir Khan
Title	Authorised Signatory	Architect

EMPLOYEE PROPRIETARY INFORMATION, INVENTIONS, NON-COMPETITION AND NON-SOLICITATION AGREEMENT

In consideration of my employment or continued employment by **ASM Enterprise Solutions Private Limited**, its subsidiaries, affiliates, or assigns (hereinafter referred to collectively as the “**Company**” and the compensation now and hereafter paid to me, I **1.NONDISCLOSURE.**

1.1 Recognition of Company's Rights; Nondisclosure.

At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. Subject to the provisions of Section 2.3, 2.4 and 2.6, I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term “**Proprietary Information**” shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, its affiliates, parents and subsidiaries. By way of illustration but not limitation, “**Proprietary Information**” includes (a) trade secrets, original works, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as “**Inventions**”); (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting Company business, suppliers and supplier information, and purchasing; (c) information regarding Customers or Potential Customers (as defined below), including names and their representatives, their needs or desires

hereby enter into this Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement (the “**Agreement**”) and agree as follows:

with respect to the types of products or services offered by the Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to Customers or Potential Customers, and other non-public information relating to Customers or Potential Customers; (d) information regarding any of the Company's business partners and their services, including their names and their representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by the Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any non-public information which a competitor of the Company could use to the competitive disadvantage of the Company. Notwithstanding the foregoing, it is understood that, the obligations contained in Subsection 1.1 does not apply to information which: a) is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, b) is required to be disclosed by applicable law; provided that prior to any disclosure due to requirement of law, I shall, when possible, give prior intimation to the Company about such disclosure..

1.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data, or information (“**Third Party Information**”). During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 Term of Nondisclosure Restrictions. I understand that Proprietary Information and Third Party Information is never to

be used or disclosed by me, as provided in the Section 1. If, however, a court decides that this Section 1 or any of its provisions is unenforceable for lack of reasonable temporal limitation and the Agreement or its restriction(s) cannot otherwise be enforced, I agree and the Company agrees that the one (1) year period after the date my employment ends shall be the temporal limitation relevant to the contested restriction, provided, however, that this sentence shall not apply to trade secrets protected without temporal limitation under applicable law.

1.5 No Improper Use of Information of Prior Employers and Others. During my employment by the Company I will not improperly use or disclose any confidential information or

2.ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term “*Proprietary Rights*” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, registered or unregistered, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit B* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “*Prior Inventions*”). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit B* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit B* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have

trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Assignment of Inventions. Subject to Subsections 2.4 and 2.6, I hereby assign, agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) and agree to execute such further and other documents as the Company may deem fit and necessary to more fully and effectually assign to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are for purposes of this Agreement referred to as “*Company Inventions*”.

2.4 Non-assignable Inventions. I recognize that, in the event of a specifically applicable law, regulation, rule, or public policy (“*Specific Inventions Law*”), this Agreement will not be deemed to require assignment of any invention which qualifies fully for protection under a Specific Inventions Law by virtue of the fact that any such invention was, for example, developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secrets and neither related to the Company's

actual or anticipated business, research or development, nor resulted from work performed by me for the Company. In the absence of a Specific Inventions Law, the preceding sentence will not apply.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent, copyright or design applications filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under the provisions of a Specific Inventions Law; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under a Specific Inventions Law. I will preserve the confidentiality of any Invention that does not fully qualify for protection under a Specific Inventions Law.

2.6 Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, as directed by the Company.

2.7 Works for Hire and First Owner of Copyright. I acknowledge that pursuant to the provisions of the Indian Copyright Act, 1957 the Company is the first owner of all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright. I further acknowledge that, to the extent applicable, all original works of authorship which are made by me (solely or jointly with others) shall be the property of the Company. **3.RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times. **4.DUTY OF LOYALTY DURING EMPLOYMENT.** I understand that my employment with the Company requires my full attention and effort. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity other than for the

jointly with others) within the scope of employment and which are protectable by copyright are "works made for hire" pursuant to the Copyright Act, 1957.

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, Indian and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

be available to and remain the sole property of the Company at all times.

Company, including but not limited to employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree that during the period of my employment I will not as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly

or through others, solicit, provide, or attempt to provide Conflicting Services (as defined below) except on behalf of or at the direction of the Company.

The parties agree that for purposes of this Agreement, “*Conflicting Services*” means any product, service, process or the like of any

5.NO SOLICITATION OF EMPLOYEES, CONSULTANTS, CONTRACTORS, OR CUSTOMERS OR POTENTIAL CUSTOMERS. I agree that for the one (1) year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by the Company (as extended pursuant to Section 10.3, if applicable), I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others:

5.1 solicit or attempt to solicit any employee of the Company to end his or her relationship with the Company or to work in any capacity for any person or entity other than the Company;

5.2 attempt to hire, employ, or associate in business with any person employed by the Company or who has left the employment of the Company within the preceding three (3) months or discuss any potential employment or business association with such person, even if I did not initiate the discussion or seek out the contact;

5.3 solicit, induce or attempt to induce any Customer or Potential Customer or any consultant or contractor of the Company with whom I had direct or indirect contact or whose identity I learned as a result of my employment with the Company to **6.NON-COMPETE PROVISION.** I agree that for the one (1) year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by the Company (as extended pursuant to Section 10.3, if applicable), I will not, directly or indirectly, as an officer, director, employee, consultant, owner, partner, or in any **7.REASONABLENESS OF RESTRICTIONS.**

7.1 I agree that I have read this entire agreement and understand it. I agree that this Agreement does not prevent me from earning a living or pursuing my career. I agree that the restrictions contained in this Agreement are reasonable, proper, and necessitated by the Company’s legitimate business interests. I represent and

person or organization other than the Company, which directly competes with a product, service, process or the like with which I work directly or indirectly during my employment by the Company or about which I acquire Proprietary Information during my employment by the Company.

terminate, diminish, or materially alter its relationship with the Company; or

5.4 solicit, perform or attempt to perform any Conflicting Services for a Customer or Potential Customer or for any consultant or contractor of the Company with whom I had direct or indirect contact or whose identity I learned as a result of my employment with the Company .

The parties agree that for purposes of this Agreement, a “*Customer or Potential Customer*” is any person or entity who or which, at any time during the one (1) year prior to the date my employment with the Company ends, (i) contracted for, was billed for, or received from the Company any product, service or process with which I worked directly or indirectly during my employment by the Company or about which I acquired Proprietary Information; or (ii) was in contact with me or in contact with any other employee, owner, or agent of the Company, of which contact I was or should have been aware, concerning any product, service or process with which I worked directly or indirectly during my employment with the Company or about which I acquired Proprietary Information; or (iii) was solicited by the Company or in consideration or planning to be solicited by the Company in an effort in which I was involved or of which I was or should have been aware. .

other capacity solicit, provide, or attempt to provide Conflicting Services anywhere in India or the United States, nor will I assist another person to solicit, attempt to provide, or provide Conflicting Services anywhere in India or the United States.

agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained in it.

7.2 In the event that a court finds this Agreement, or any of its restrictions, to be ambiguous, unenforceable, or invalid, I and the Company agree that the court shall read the Agreement as a

whole and interpret the restriction(s) at issue to be enforceable and valid to the maximum extent allowed by law.

7.3 If the court declines to enforce this Agreement in the manner provided in subsection 7.2, I and the Company agree that this Agreement will be automatically modified to provide the Company with the maximum protection of its business interests allowed by law and I agree to be bound by this Agreement as modified.

7.4 Furthermore, the parties agree that the market for the Company's products is India and the United States. If, however,

8.NO CONFLICTING AGREEMENT NOR OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. **I 9.RETURN OF COMPANY DOCUMENTS.** When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, **10.....LEGAL AND EQUITABLE REMEDIES.**

10.1I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to the Company and the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach or threatened breach of this Agreement.

11.....NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the **12..... NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the

after applying the provisions of subsections 7.2 and 7.3, a court still decides that this Agreement or any of its restrictions is unenforceable for lack of reasonable geographic limitation and the Agreement or restriction(s) cannot otherwise be enforced, the parties hereby agree that the one hundred (100) mile radius from any office at which I worked for the Company on either a regular or occasional basis during the two years immediately preceding termination of my employment with the Company shall be the geographic limitation relevant to the contested restriction.

have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement if requested to do so by the Company.

10.2I agree that if the Company is successful in whole or in part in any legal or equitable action against me under this Agreement, the Company shall be entitled to payment of all cost, including reasonable attorney's fees, from me.

10.3In the event the Company enforces this Agreement through a court order, I agree that the restrictions of Sections 5 and 6 shall remain in effect for a period of one (1) year from the effective date of the Order enforcing the Agreement.

appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

notification of my new employer of my rights and obligations under this Agreement.

13.....GENERAL PROVISIONS.

13.1 Governing Law and Arbitration. This Agreement will be governed by and construed according to the laws of India. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 ("Act") by a single arbitrator. If the Parties are unable to agree on a single arbitrator, the arbitration shall be by a panel of three arbitrators, one each of whom shall be appointed by each Party and third by those arbitrators. The seat of arbitration shall be Bangalore, India. Subject to the remedy of arbitration, any disputes or differences between the Parties shall be subject to the exclusive jurisdiction of the courts in Bangalore. The language to be used in the arbitration proceeding shall be English.

13.2 Severability. In case any one or more of the provisions, subsections, or sentences contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

13.3 Successors and Assigns. This Agreement is for my benefit and the benefit of the Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives.

13.4 Survival. The provisions of this Agreement shall survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by the Company to any successor in interest or other assignee.

13.5 Employment. I agree and understand that nothing in this Agreement shall be deemed to confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

13.6 Notice Period clause. I understand that the offer accompanying this Agreement does not constitute a contract of employment for any specific time and that my employment may be terminated by either party with or without cause by providing thirty (30) days prior written notice to the other party, or by payment of basic salary in lieu of notice in case of termination of employment by the Company. My signature at the end of this letter confirms that no promises or agreements that are contrary to the foregoing have been committed to me during any of my pre-employment discussions with the Company and that the letter accompanying this Agreement, including any policies referred thereunder, contains our complete agreement regarding the terms and conditions of my employment.

13.7 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

13.8 Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

13.9 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. This Agreement shall be effective as of the first day of my employment with the Company, namely:

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT B TO THIS AGREEMENT.

Nasir Khan

ACCEPTED AND AGREED TO:

By:

Authorised Signatory

Bangalore

EXHIBIT B

PREVIOUS INVENTIONS

TO: ASM Enterprise Solutions Private Limited

FROM: Nasir Khan

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by ASM Enterprise Solutions Private Limited (the “*Company*”) that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☐ No inventions or improvements.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	<hr/>	<hr/>	<hr/>
2.	<hr/>	<hr/>	<hr/>
3.	<hr/>	<hr/>	<hr/>

☐ Additional sheets attached.