

To,

Date: 10th January, 2018

Anand Prakash Dhamane
PAN No: ARLPD2351B
E-mail id: anand.dhamane@gmail.com

Re: Acceptance of your resignation from employment & Experience Certificate

Dear Anand,

I write on behalf of Dynpro India Private Limited (the "Company") with regard to the above captioned letter.

We understand that vide your letter of resignation dated **30th November, 2017** (the "Resignation Letter"), you have expressed your desire to terminate your employment with the Company under Section **VIII** of your Letter of Appointment dated **02nd February, 2017** (the "Agreement") effective **30th November, 2017** (the "Separation Date"). This is to confirm that the Company is in receipt of the Resignation Letter and is willing to accept the same. Furthermore, this letter (the "Letter") sets forth the mutually agreed terms under which your employment with the Company shall end:

1. Release:

- 1.1 You release and discharge the Company from any claim or liability, whether known or unknown, arising out of any event, act or omission occurring on or before this Letter, including, but not limited to, claims arising out of your employment or the cessation of your employment, claims for breach of contract, tort, negligent hiring, negligent retention, negligent supervision, negligent training, employment discrimination, retaliation, or harassment, as well as any other statutory or common law claims, at law or in equity, recognized under any applicable law. In addition to the above, you also release any claims for unpaid back pay, sick pay, vacation pay, expenses, bonuses, commissions, attorneys' fees, or any other compensation.
- 1.2 You agree that you are not entitled to any additional payment or benefits from the Company, except as set under the Agreement. You further agree that you have suffered no harassment, retaliation, employment discrimination, or work-related injury or illness.

2. Ongoing Obligations:

- 2.1 Return of property. You shall, on the Separation Date, return to the Company all of the Company's property / client's property ((as applicable), including, but not limited to, mobile phone, confidential or proprietary lists (including, but not limited to, customer and supplier), computer files, marketing and sales materials, and any other property, record, document, or piece of equipment belonging to the Company. You shall not (i) retain any copies of the Company's property, including any copies existing in electronic form, which are in your possession, custody or control, or (ii) destroy, delete, or alter any Company property, including, but not limited to, any files stored electronically, without the Company's prior written consent.
- 2.2 Non-Disparagement. You agree that you shall not make any disparaging or defamatory statements, whether written or oral, regarding the Company. In addition, you shall not make any statement or take any action which may negatively impact the Company's ability to close those business transactions that you were, directly or indirectly, working on or had knowledge of during the course of your employment with the Company.



3. **Restrictive Covenants:**

- 3.1 You acknowledge that you have had access to confidential information, trade secrets, and information concerning employees and customers of the Company. You also acknowledge that the trade secrets and confidential information, and the relationship between the Company and each of its employees and customers, are valuable assets of the Company and shall not, under any circumstances, be used for your own use. To this end, you agree that you shall continue to be bound by all obligations to maintain confidentiality with reference to the aforementioned confidential information.
- 3.2 You agree and understand that you will not seek employment or deputation for a period of six (06) months without the written permission of the Company either with any of its clients or any third party associated with such clients.

4. **Non-solicitation of customers:** You hereby acknowledge and agree that after the Separation Date, you shall not, directly or indirectly, solicit any customer of the Company for the purpose of selling or providing any services competitive with the business of the Company.

5. **Non-solicitation of employees:** You hereby acknowledge and agree that after the Separation Date, you shall not, through your actions, directly or indirectly, solicit, recruit, or induce any employee of the Company to: (i) terminate his or her employment relationship with the Company; or (ii) work for any other person or entity engaged in a business which is in competition with the Company.

Please acknowledge receipt of this Letter and confirm your acceptance of the terms and conditions contained herein by signing the same. Below is the Service Certificate:-

This is to confirm that Mr. **Anand Prakash Dhamane** (the "Employee") holding PAN Number **ARLPD2351B** has been in the employment with DynPro India Private Ltd (the "Company") from **02nd January, 2017** till **30th November, 2017**. This is to further confirm that the Employee was deputed to the Company's customer **Persistent Systems Ltd., Pune** and has worked with the Customer on behalf of the Company in the capacity of a **Software Consultant** during the said period.

We wish him the best for his future endeavours.

Sincerely,

(Digitally signed below)

I acknowledge receipt of this letter with Service Certificate and confirm my acceptance of the terms and conditions contained herein.

Name: