

March 20, 2023
Hyderabad

Internship Offer Letter

Dear Mr. Abhiram N,

We are pleased to inform that you have been selected as an intern for the role of **Business Development Associate** at **NxtWave Disruptive Technologies Private Limited**.

Following are the details of the internship:

1. The internship will start on **March 21, 2023** and is expected to end on **April 30, 2023**.
2. During the internship, you will receive your stipend of **Rs. 15000/- per month** out of which **Rs. 13500/-** shall be your in-hand amount and **Rs. 1500/-** shall be deducted as TDS.
3. The deducted amount can be claimed after the completion of the financial year by filing your Income Tax returns.
4. This offer is subject to policies, terms and conditions of the Company.

We look forward to working with you. To show your acceptance to this offer, please send a signed copy of this letter to the HR Department.

For **NxtWave Disruptive Technologies Private Limited**

(Gujjula Sashank Reddy)
Director

INTERNSHIP ACCEPTANCE

I accept the internship offer from the company under the terms set forth in this letter:

Intern Name:

Date:

Intern Signature: *Abhiram*

Registered Address

Sy nos. 115/22, 115/23, 115/25, Plot no. 30;
Brigade Towers, East Wing, Ground Floor,
Nanakramguda, Serilingampally, Hyderabad,
Telangana-500032, India

 hr@nxtwave.tech

INTERNSHIP TERMS & CONDITIONS

1. I accept the internship, which has been awarded to me by NxtWave Disruptive Technologies Private Limited and I understand the following:
 - a. After the successful completion of the internship duration, I will be inducted as an employee based on my performance and the compensation payable (i.e., CTC) to me is **Rs. 300000 per annum.**
 - b. Joining bonus of **Rs. 10000/-** will be paid on successful completion of the first working month of my employment (i.e. one month after my internship completion).
 - c. I will not be entitled to receive the stipend if I get relieved from the Company anytime during the training & takeoff period (within the first 30 days).
 - d. NxtWave Disruptive Technologies Private Limited will pay me for my internship as in the offer letter; all expenses, including the personal insurance and accommodation, as well as all living expenses except the travel expenses for clients meetings, will be borne by me.
 - e. While working at NxtWave Disruptive Technologies Private Limited, I will not be considered as an official or a staff member. However, I understand that I am expected to fulfil my working obligations like any other NxtWave Disruptive Technologies Private Limited official and will follow the working hours of NxtWave Disruptive Technologies Private Limited.
 - f. I will accrue leave at a rate of one per month. Subject to prior approval by my supervisor, this leave may be taken at anytime during the internship. Leave accrued and not taken at the end of the internship will be considered forfeited.
 - g. Internship compensation for a month will be paid on or before the 7th day of the succeeding month. This agreed compensation is subject to the applicable taxes.
 - h. Any leave request has to be sent to the concerned people at least one week in advance. The leave application process will be communicated to the intern by the HR Department during the Onboarding process.
 - i. I will provide notice to my supervisor or other official designated by him/her of any illness or other unavoidable circumstances that might prevent me from attending work or completing my internship.
 - j. Unsatisfactory performance may lead to the termination of the internship at the initiative of NxtWave Disruptive Technologies Private Limited, subject to the with or without the

notice period of 1 to 7 days based on the situation.

- k. In case of personal emergency, I shall be granted an early termination of internship. NxtWave Disruptive Technologies Private Limited Ltd Human Resources shall approve the release at the request of my supervisor and confirm the new end date in writing.
- l. NxtWave Disruptive Technologies Private Limited Ltd bears no responsibility for loss or damage to my personal property that may occur during my internship.
- m. I will not create any damages either physically or to the brand image of NxtWave Disruptive Technologies Private Limited and I will be ready for any action taken by the company, if I create any.
- n. In case of remote working, I will have to bear the internet and telephone expenses incurred to perform the works assigned to me during the internship.

I undertake the following obligations with respect to the NxtWave Disruptive Technologies Private Limited internship program:

- a. To observe all applicable rules, regulations, instructions, procedures and directives of NxtWave Disruptive Technologies Private Limited.
 - b. To respect the impartiality and independence required of NxtWave Disruptive Technologies Private Limited and of the receiving division/section/unit and shall not seek or accept instructions regarding the services performed from any Government or from any authority external to NxtWave Disruptive Technologies Private Limited.
 - c. To keep confidential any and all unpublished information made known to me by the company during the course of my internship that I know or ought to have known has not been made public, and except with the explicit authorization of NxtWave Disruptive Technologies Private Limited, not to publish any report or papers on the basis of information obtained during the program, both during and after the completion of my internship;
 - d. To provide the Company with a copy of all materials prepared during my internship;
 - e. To provide immediate written notice of illness or other circumstances which might prevent me from completing the internship;
 - f. To return my identification pass/identity card to my supervisor on the last day of the internship.
- 1. I should abide by the culture and the core values set forth by NxtWave and I understand that it is given the top most priority across the organization.
 - 2. I acknowledge that in proceeding further in taking up the role, I'll ensure that I give my best with 100% sincerity.
 - 3. During my internship, I'll be given certain guidelines such as but not limited to turning on the camera, reporting promptly, completing certain assignments etc. I also understand that following them with 100% sincerity will play a vital role in my growth in the long term.
 - 4. I acknowledge that I'll reach out to the relevant person in case of any queries/concerns.
 - 5. In taking up this role, I'll ensure that my way of conduct shall enhance or maintain the harmony within the team.
 - 6. I am expected to complete various levels of training in my training period as per the expected

parameters defined appropriately for my role.

7. Failure to comply with the requirements as well as those contained in the present Internship Agreement, including any serious breach of the duties and obligations may result in the immediate termination of the internship by NxtWave Disruptive Technologies Private Limited.
8. An internship may be terminated or its period reduced at any time by NxtWave Disruptive Technologies Private Limited if this is deemed to be in the interests of either NxtWave Disruptive Technologies Private Limited or the intern.
9. During the termination of the internship the NxtWave Disruptive Technologies Private Limited may or may not provide the notice period of 1 to 7 days. However, the intern should have to terminate the internship with the notice period of minimum of 15 days.

Intern Name:

Signature: *Abhiram*

NON-DISCLOSURE & NON-COMPETE AGREEMENT

This Non-Disclosure & Non Compete Agreement (“Agreement”) is being entered at Hyderabad on the 20th Day of March, 2023 ("Effective Date").

By and Between

1. M/s NxtWave Disruptive Technologies Pvt Ltd, with its registered office address at Plot #30, East Wing, Ground Floor, Brigade Towers, Financial District, Nanakramguda, Hyderabad, Telangana, 500032, India represented by its authorized representative Mr. Gujjula Sashank Reddy
(Hereinafter “the First Party” or “the Disclosing Party”) .
2. Mr. Abhiram N, 688/Pondikkal House, Health Centre Nemmara, Palakkad, Kerala - 678508.
(Hereinafter the “Second Party” or “the Receiving Party”).

First Party and Second Party shall individually be referred to as ‘Party’ and collectively as ‘Parties’ (not case-sensitive).

Recitals

1. **WHEREAS**, the First Party shall be designated as the Disclosing Party (*defined in the definition clause*);
2. **WHEREAS**, the Second Party shall be regarded as the Receiving Party (*defined in the definition clause*);
3. **WHEREAS**, the First Party has made an offer of internship to the Second Party, and during the period of internship, the First Party envisages providing the Second Party access to certain Confidential Information (defined below);
4. **WHEREAS**, the Second Party understands & acknowledges that during the period of internship, it may receive access to certain Confidential Information, which the Second Party must keep confidential;
5. **NOW, THEREFORE**, in consideration for the opportunity being provided to the Second Party by the First Party to enable the Second Party to participate as an intern with the First Party, the Second Party agrees to abide by the terms and conditions of this Agreement.

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Operative Provisions

Definition Clause

In this Agreement, unless the context requires another meaning:

1.1. **Commencement Date** shall mean **March 21, 2023**.

1.2. **Confidential Information.** means any information in whatever form, including but not limited to hard copy, electronically stored or in Receiving Party's memory, relating to Disclosing Party's business, including any formula, pattern, compilation, program, device, method, technique, system, plan, or process, that the Receiving Party learns or develops during the course of Receiving Party's internship by Disclosing Party, that derives independent economic value from not being generally known or readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Confidential Information includes, but is not limited to, trade secrets and Invention(S) (Inventions, defined below) and, without limitation, may relate to research; development; experiments; engineering; product specifications; writings; computer programs; computer software; hardware configurations; manufacturing processes; compositions; algorithms; know-how; technical expertise; methods; machines; management systems and techniques; strategic plans; long-range plans; operating plans; organizational plans; organizational frameworks; training material, models/strategies; on the job training and self study materials, financial (including budget) plans; financial models; financial projections; nonpublic financial information; business, financial, planning, and strategic systems and methods; operating systems; information systems; acquisition and divestiture goals, plans (such as future developments), strategies or targets (such as strategies pertaining to research, development, marketing and sales); regulatory strategies, plans and approaches; quality control systems and techniques; patent and intellectual property strategies, plans and approaches; prospective and current vendor and customer data (including pricing information, the arrangements and/or agreement, layout, design and implementation of customer-specific projects); personnel data (including e-mails that were not directed to or sent from the Receiving Party, and information of a confidential nature regarding other interns, such as compensation or benefits information or information regarding performance or discipline); human resources goals, plans and strategies; human resource management techniques; sales volumes; pricing strategies; sales and marketing plans and strategies (including costs, purchasing, profits, prices, markets, contracts, and selling strategies); contracts and bids (including proposals made to current or prospective Customers (Customer, defined below) or other information contained in bids or offers to such Customers); and any business management techniques that are being planned or developed, utilized, or executed by the Disclosing Party.

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1.3. **Duties.** Receiving Party agrees to diligently, loyally, industriously, faithfully, and to the best of Receiving Party's ability, experience and talent perform and discharge to Disclosing Party's satisfaction the duties assigned to Receiving Party from time to time, and all duties associated therewith, to devote all of Receiving Party's productive time and efforts to the performance of such duties, to act in the best interests of Disclosing Party at all material times, to not be involved in or take up any interest directly or indirectly in any business of a similar kind to the business of Disclosing Party, to engage in no activities detrimental to Disclosing Party's interests, to be familiar with Disclosing Party's policies that relate to Receiving Party's duties, and to abide by Disclosing Party's policies as they exist from time to time, including, without limitation, Disclosing Party's policies regarding code of conduct, business conduct standards, and Confidential Information. During the term of this Agreement, the Disclosing Party has the right to change the Receiving Party's duties and reporting responsibilities as it sees fit to meet the needs of its business. The Disclosing Party will, wherever it is practical, consult with the Receiving Party before it changes any of the duties and reporting responsibilities. This Agreement continues in force and effect if the Receiving Party's duties, title, or location of work for Disclosing Party change after this Agreement becomes effective, and any such change shall not terminate or invalidate this Agreement or affect or impair the validity or enforceability of this Agreement. Nonetheless, the Disclosing Party may be asked to re-execute this or a similar agreement or to otherwise re-affirm these obligations as a condition of a promotion or change in position, and the Receiving Party agrees to do so if asked.

1.4. **Disclosing Party** shall mean the Party disclosing Confidential Information to the Receiving Party, and specifically refers to the Disclosing Party.

1.5. **Public Domain Information** shall refer to any one of the following instances wherein Confidential Information ceases to be categorized as Confidential:

- a. The Confidential Information was in the possession of Receiving Party prior to disclosure and was not acquired or obtained from Disclosing Party;
- b. the Confidential Information was already in the public domain at the time of disclosure, or came into the purview of the public domain for no fault of the Receiving party, after the disclosure of such Confidential Information to the Receiving Party;
- c. was obtained in good faith by receiving Party from an independent source on a non-confidential basis;
- d. the Confidential Information of the disclosing party was caused to be disclosed in the public domain by the Disclosing Party.

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1.6. **Receiving Party** shall mean the Party receiving Confidential Information from the Disclosing Party, and specifically refers to the Receiving Party.

1.7. **Term** shall mean the period for which this Agreement shall be valid and enforceable against each Party. The Term of this Agreement is mentioned under the Term of the Agreement clause of this Agreement.

1.8. **Material Breach** shall mean any instance wherein the Receiving Party fails to perform any of the Confidentiality Obligations specified under the 'Confidentiality Obligations of the Receiving Party' clause or **Clause 9**.

1.9. **Competitive Product** means goods, products, product lines or services, and each and every component thereof, developed, designed, produced, manufactured, marketed, promoted, sold, supported, serviced, or that are in development or the subject of research by anyone other than Disclosing Party that are the same as or similar to, perform any of the same or similar functions as, may be substituted for, or are intended or used for any of the same purposes as an Company Product.

1.10. **Competitive Research And Support** means any research, development, analysis, planning, or support services of any kind or nature, including without limitation theoretical and applied research and business, technical, regulatory, and systems research, analysis, planning, and support, for a Conflicting Organization (Conflicting Organization, defined below), that is intended for, or may be useful in, assisting, improving, or enhancing any aspect of the development, design, production, manufacture, marketing, promotion, sale, support, or service of a Competitive Product.

1.11. **Conflicting Organization** means any person (including Receiving Party) or entity, and any parent, subsidiary, partner, or affiliate (regardless of their legal form) of any person or entity, that engages in, or is about to become engaged in, the development, design, production, manufacture, promotion, marketing, sale, support, or service of a Competitive Product or in Competitive Research and Support in India or anywhere else in the world.

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1.12. **Customer(s)** means any person, entity, start-up under the Start-Up India Scheme or institution, including the interns, agents, and representatives who controlled, directed, or influenced the associations of any such person, entity, or institution, to whom or to which Receiving Party or any other personnel of (including independent contractors associated with) Disclosing Party sold, negotiated the sales, supported, marketed, or promoted products or services on behalf of Disclosing Party during the duration in which Receiving Party was interned by Disclosing Party.

1.13. **Intellectual Property** means any form of intellectual, industrial, and proprietary rights, including without limitation Invention(S) (Invention(s), as defined below), patents and patent applications, trademarks and registrations and applications thereof, copyrights and registrations and applications thereof, mask works and registrations thereof, trade secrets, know-how, designs, drawings, research and development data, compositions, formulations, manufacturing procedures, suggestions, information, software, and all amendments, modifications, and improvements to any of the foregoing, and modification and improvement thereof throughout the world.

1.14. **Invention** means any and all inventions, conception, discovery or reduction to practice of any new ideas, concepts, writings, works of authorship, designs, developments, improvements, technologies, trade secrets, or any improvement thereto, including but not limited to any new articles of manufacture or any improvement to existing articles of manufacture, any new apparatus or processes/methods for making or using a composition of matter or article of manufacture, any computer software or any designs relating thereto, which relate to Disclosing Party's actual or anticipated business or research activities or are suggested by or which result directly or indirectly from use of Disclosing Party's information, time, materials, or facilities, whether or not protectable under the applicable patent, trademark or copyright statutes, made, generated, discovered, conceived, developed or reduced to practice by Receiving Party, alone or in conjunction with others, whether at the request of or upon the suggestion of Disclosing Party, whether or not during regular business hours and whether or not related to the specific job function of Receiving Party, while interned by Disclosing Party and for a period of twelve (12) months thereafter.

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1.15. **Company Product(s)** means any goods, products, or product lines (including services performed in support of such goods, products, or product lines) (a) for which the Receiving Party (or persons under Receiving Party's management, direction or supervision) performed services for Disclosing Party, directly or indirectly, during the duration in which Receiving Party was interned by Disclosing Party, including without limitation services in the areas of research, design, development, production, manufacture, marketing, promotion, sales, or business, technical, regulatory or systems research, analysis, planning or support relating to such goods, products, or product lines, or (b) with respect to which Receiving Party at any time received or otherwise obtained or learned Confidential Information.

2. Permitted use of Confidential Information: Subject to the terms and conditions contained herein, Disclosing Party agrees to allow Receiving Party access to the Confidential Information for the sole purpose of performing or executing Duties on behalf or at the behest of the Disclosing Party. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed to permit the Receiving Party to use the Confidential Information to damage the Disclosing Party.

3. Prohibition of Use and Disclosure: Except as detailed in 'Permissible Disclosure' clause or **Clause 4**, and 'Permitted use of Confidential Information' clause or **Clause 2** of this Agreement, the Receiving Party agrees to keep all Confidential Information in confidence and not use or disclose any Confidential Information in any manner either directly or indirectly.

- a. Receiving Party shall not use, reveal, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Confidential Information without the prior written consent of Disclosing Party, except Receiving Party may, subject to the approval of a supervising officer who has executed a Employment Agreement with the Disclosing Party, disclose such Confidential Information to other interns and employees within the Disclosing Party.
- b. In protecting the sensitive nature of the Confidential Information, Receiving Party shall use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information that it uses with its own confidential information, but in no event, shall Receiving Party employ a standard of care less than that which is reasonable under the circumstances.

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4. Permissible Disclosure: Notwithstanding any other provision hereof, the Receiving Party may disclose Confidential Information, provided the Receiving Party is obligated by law to provide information or documents in relation to the Confidential Information provided by the Disclosing Party. However, prior to such disclosure, the Receiving Party shall intimate the Disclosing Party in writing, or through email, or through any other means capable of communicating, the obligation to disclose such Confidential Information to the authorities. When practical, such written disclosure by the Receiving Party to the Disclosing Party must be made with sufficient advance notice so as to allow the Disclosing Party to contest said proposed disclosure before the said authorities.

5. Non disclosure Principles: Save the 'Permissible Disclosure' clause or **Clause 4**, and 'Permitted use of Confidential Information' clause or **Clause 2**, the Receiving Party agrees that it will not disclose to any person or entity the fact that Confidential Information has been made available hereunder, and/or otherwise disclose any of the terms, conditions or other facts with respect to the Confidential Information.

6. Return of Confidential Information: Upon the termination of this Agreement or upon request received from the Disclosing Party, the Receiving Party at its own expense shall promptly deliver any of the Confidential Information it received from the Disclosing Party to the Disclosing Party in the manner agreed between the parties. However, after sending the information to the disclosing party, the receiving party shall not retain a copy of such confidential information in any form.

7. No License: All Confidential Information is and shall remain the property of the Disclosing Party. Neither this Agreement nor any disclosure of information, Confidential or otherwise, hereunder grants Receiving Party (a) any right or license under any trademark, trade secret, copyright or patent now or hereafter owned or controlled by Disclosing Party, or (b) any express or implied right to any invention, discovery, modifications or improvement, whether patentable or not, that may be disclosed in the Confidential Information. The agreement will remain effective from the commencement date and till the same is terminated by mutual consent with both the parties. The termination of another agreement between parties to the agreement will not affect the term of this agreement.

8. Confidentiality Obligations of the Receiving Party: The Receiving Party must keep Confidential Information strictly confidential, save as provided in the 'Permissible Disclosure' clause or **Clause 4**, and 'Permitted use of Confidential Information' or **Clause 2** of this Agreement;

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- a. must keep the Disclosing Party informed in writing or through email prior to all disclosures under the Permissible Disclosure clause of this Agreement;
- b. use the same degree of care to protect the Confidential Information of the Disclosing Party, as the Receiving Party would use in order to protect its own Confidential Information;
- c. act in good faith at all times in relation to the Confidential Information of the Disclosing Party;
- d. not use any of the Confidential Information of the Disclosing Party for any purpose other than the performance of Duties;
- e. where required, comply with all laws and regulations in relation to the protection of Confidential Information in India, such as the Information Technology Act, 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, the IT Intermediary Guideline Rules, etc.

9. Restrictions on Competition.

- a. Receiving Party agrees that, Receiving Party will not directly or indirectly, own, manage, operate, control, be employed by or otherwise provide services (whether as an intern, employee, consultant, advisor, independent contractor or otherwise, and whether or not for compensation) for a Conflicting Organization in connection with or relating to a Competitive Product Or Competitive Research And Support while employed by Disclosing Party and for a period of twenty four (24) months from the date the Receiving Party's internship with Disclosing Party ceases.
- b. Receiving Party agrees that, regardless of whether Receiving Party was engaged in sales activities, including selling, soliciting the sale, or supporting the sale of Disclosing Party Products through direct or indirect contact with Disclosing Party Customers, Receiving Party will refrain from soliciting, selling to, inducing, attempt to induce, contacting, attempting to divert business from, and diverting business from, whether directly or by managing, directing or supervising others, any Disclosing Party Customer on behalf of a Conflicting Organization in connection with or relating to a Competitive Product or Competitive Research And Support for twenty four (24) months after the last day Receiving Party is interned by Disclosing Party.
- c. These restrictions apply in India, and also apply in any foreign country or foreign territory in which the services the Receiving Party will provide could enhance the use or marketability of a Competitive Product or Competitive Research and Support, use Disclosing Party's goodwill, or otherwise interfere with any of Disclosing Party's protectable interests.
- d. Receiving Party agrees that, Receiving Party will not directly or indirectly or on behalf of a Conflicting Organization in connection with or relating to a Competitive Product or Competitive Research And Support solicit the investors and Business contacts of the Disclosing Party for twenty four (24) months after the last day Receiving Party is interned by Disclosing Party.

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- e. The Receiving Party agrees that, Receiving Party will not make any false claims relating to the work that was performed by the Receiving Party in the Disclosing Party during the internship period. If the Receiving Party makes such false claims the Disclosing Party will not be held responsible for the same. If the false claims made by the intern cause any damage to the Disclosing Party Reputation, the Disclosing Party can claim compensation for the same and can take legal action against the intern. This clause will be applicable during the tenure of the internship and even after leaving the organisation.

10. Prohibition on Solicitation of Disclosing Party's interns and other Independent Contractors:

Receiving Party agrees that at all times while interned by Disclosing Party, and for twenty four (24) months thereafter, Receiving Party will not, directly or indirectly, whether through a third party or otherwise, recruit, induce, influence, invite or otherwise encourage, solicit, cause to be solicited, interfere with, endeavor to cause, or participate in, or promote the solicitation of any person (any other intern or employee or independent contractor of Disclosing Party) to terminate that person's internship or employment or independent contractor relationship with Disclosing Party, or to breach that person's internships or employment or independent contractor agreement with Disclosing Party without the prior-written consent of Disclosing Party.

11. Post-Internship Disclosure: Receiving Party agrees that, in the event Receiving Party's internship with Disclosing Party terminates, during any applicable Notice Period and during the twelve (12) months after the last day Receiving Party is interned by Disclosing Party, Receiving Party will promptly inform Disclosing Party of the identity of any new employer, the job title of Receiving Party's new position, and a description of any services to be rendered to that employer. In addition, Receiving Party agrees to respond within ten (10) days to any written request from Disclosing Party for further information concerning Receiving Party's work activities sufficient to provide Disclosing Party with assurances that Receiving Party is not violating any of the obligations Receiving Party has undertaken in this Agreement. Receiving Party understands and agrees that Disclosing Party may notify anyone employing or interning/contracting Receiving Party or evidencing intent to employ/intern/take as independent contractor Receiving Party after Receiving Party's termination of internship with Disclosing Party for any reason as to the existence of the provisions of this Agreement.

12. Maintaining Confidentiality: Receiving Party agrees to maintain the confidentiality of Confidential Information and comply with all terms outlined in the "Non disclosure Principles" Section both during internship and after termination of internship with the Disclosing Party irrespective of whether the internship is terminated by Disclosing Party or Receiving Party separates from Disclosing Party on his/her own will. The Receiving Party agrees that all Confidential Information sent, received, downloaded, reviewed, or otherwise made available to the Receiving Party are prohibited from use with any new or future employer.

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13. Remedies.

- a. Parties agree that a Material Breach caused by the Receiving party shall cause irreparable harm to the Disclosing party. In all instances of Material Breach, the Disclosing Party aggrieved by such Material Breach shall be entitled to the remedies specified in this Remedies clause.
- b. The Receiving Party acknowledges that a Material Breach of this Agreement would cause irreparable harm to the Disclosing party, and such harm cannot be adequately compensated for by damages. Accordingly, in the event of such Material Breach, the Receiving Party causing such Material Breach acknowledges and agrees that the Disclosing party shall be entitled to (a) terminate the internship given to the Receiving Party; (b) claim injunctive relief; and (c) any other remedies including damages, which may be available to the Disclosing Party either in equity or in law.

14. Consideration: In consideration for the opportunity being provided to the Receiving Party by the Disclosing Party to enable the Receiving Party to participate as an intern with the Disclosing Party, the Receiving Party shall agree to keep all Confidential Information confidential, and shall adhere to the obligations under this Agreement.

15. Notices: All notices must be:

- i. in legible writing and in English;
- ii. addressed to the recipient at the address or E-mail ID set out below or to any other address or E-mail ID that a party may notify to the other:

To: Mr. Abhiram N,
Address: Abhiram N
Attention: Mr. Abhiram N,
E-Mail Id: narayananabhiram@gmail.com

To: M/s NxtWave Disruptive Technologies Pvt Ltd,
Address: See Address in title clause
Attention: Mr. Gujjula Sashank Reddy
E-Mail Id: hr@nxtwave.tech

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iii. signed by the party or where the sender is a Disclosing Party, by an authorized officer of the Disclosing Party or under the common seal of the sender; and

iv. sent to the recipient by hand, registered post or by E-Mail.

16. General Provisions.

16.1. Entire Agreement: This Agreement constitutes the entire

agreement between parties about the subject matter of this Agreement and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications. No party has entered into this Agreement relying on any other representations, negotiations, arrangements, understandings or agreements and all other communications.

16.2. Further Assurances: Each party must, at its own expense, whenever reasonably requested by the other party, promptly do or arrange for others to do, everything reasonably necessary or desirable to give full effect to this Agreement.

16.3. Costs: each party must pay its own costs in respect of this Agreement, except that the Disclosing Party must pay any stamp duty chargeable on this Agreement.

16.4. Invalid or unenforceable provisions: If a provision of this Agreement is invalid or unenforceable by virtue of the law in India:

i. such provision shall be read down or severed to the extent of the invalidity or unenforceability; and

ii. the fact does not affect the validity or enforceability of the remainder of the Agreement.

16.5. Waiver and Exercise of Rights: A provision of or a right under this Agreement may not be waived or varied except in writing signed by the party to be bound.

16.6. Amendment: This Agreement may be amended only by a document signed by all parties.

16.7. Counterparts: This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

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16.8. Rights cumulative: The rights, remedies and powers of the parties under this Agreement are cumulative and do not exclude any other rights, remedies or powers.

16.9. Successors and assigns: This Agreement is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns.

16.10. Mediation and Arbitration: In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the Parties hereto shall first attempt to settle the dispute by mediation, administered by a Mediator mutually agreed upon by the Parties, and the rules governing such mediation shall be the Companies Mediation and Conciliation Rules, 2016. If settlement is not reached within (60) sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by a sole arbitrator appointed by the Disclosing Party. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, and the laws of India, and where applicable, the laws of the State of Telangana . The place of arbitration shall be by Hyderabad , and the decision of the arbitrator shall be final, and shall have the full effect of a final decree passed by the High Court of Judicature at Hyderabad for the State of Telangana . Parties agree to waive the right to challenge the arbitrators award in a court of law.

16.11. Governing Law: The laws of India govern This Agreement, and where applicable the laws passed by the legislature of the State of Telangana.

16.12. Jurisdiction: Each party irrevocably and unconditionally:

- i. submits to the jurisdiction of the courts of Telangana; and
- ii. waives, without limitation, any claim or objection based on absence or inconvenient forum.

16.13. Service of Process: Each party agrees that a document required to be served in proceedings about this Agreement may be served:

- i. by being delivered to or left at its address for service of notices; or in any other way permitted by law.

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Execution Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Mr. Abhiram N

**M/s NxtWave Disruptive Technologies Pvt
Ltd**

By: Mr. Abhiram N

By: Mr. Gujjula Sashank Reddy

Signature: Abhiram

Signature: