

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter referred to as this “**Agreement**”) is made on the 12, day of, Apr MMM, 2021 YYYY.

BETWEEN:

Quicko Technosoft Labs Private Limited, a private company incorporated under the Companies Act, 1956 bearing corporate identity number U74900KA2014PTC076073, with its registered office at 2nd and 3rd Floor, No. 443, Sector - 4, 17th Cross, HSR Layout, Bangalore – 560102, Karnataka, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the First Part;

ANDAman Kumar Singh

, an Indian citizen and resident, son/daughter of

Sushil Kumar Singh

residing at


Kirodimal Nagar

(hereinafter referred to as “**Employee**” which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include his heirs, executors, and administrators) of the Second Part.

*(Each of the Company and the Employee shall hereinafter be referred to individually as a “**Party**” and collectively as “**Parties**”, as the context may require.)*

WHEREAS:

- A. The Company is engaged in the business of online cloud based solutions for creating and using interactive how-to guides and browser based applications to engage and support users through the Company’s website hosted at www.whatfix.com (“**Business**”).
- B. The Company, in the course of its Business, has acquired, or may acquire, confidential property, information and trade secrets, has made or shall make certain discoveries and improvements or developments, which it desires to keep confidential;
- C. The Company undertakes several projects and assignments on behalf of clients and affiliates that involve or may involve confidential data of users or the clients and its affiliates, which it desires to keep confidential;

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D. The Parties wish to record the terms and conditions governing the Employee's employment with the Company.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Company and the Employee hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

A. In this Agreement unless the context otherwise requires, all capitalized terms shall have the meaning set out below:

- a) **“Act”** shall mean the Companies Act, 2013 to the extent notified and the Companies Act, 1956 to the extent still in effect.
- b) **“Affiliate”** of a Person (as defined below) (the **“Subject Person”**) shall mean (i) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly, through one or more intermediate Persons, Controls (as defined below), is Controlled by or is under common Control (as defined below) with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, any other Person that is Controlled by the Subject Person and any other Person who is a Relative (as defined below) of such Subject Person.
- c) **“Agreement”** means this employment agreement including any exhibits, annexes and schedules attached to it and as may be amended and modified from time to time.
- d) **“Cause”** shall mean any one or more of the following:
 - (i) Gross negligence or willful misconduct of the Employee in carrying out his duties or obligations (i) as an Employee; and/ or (ii) set out under this Agreement;
 - (ii) The Employee is guilty of an act of misappropriation of the funds of the Company, or an instance of misconduct (including, without limitation, an act involving moral turpitude, dishonesty, sexual harassment, disruptive or abusive behaviour, theft or fraud, embezzlement, malicious damage, assault on another person, serious incapability through alcohol or use of narcotic substances, actions which endanger safety of other employees of the Company, falsification or unauthorised removal of Company records or property, or a serious act of insubordination) in the course of his employment, or association with the Company or any of its subsidiaries;
 - (iii) The Employee has committed a material breach (whether by one or several acts or omissions) of any of his obligations under the articles of association of the Company; or
 - (iv) The Employee is adjudged insolvent or applies to be adjudged an insolvent or makes any compromise or arrangement with his creditors.

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- (v) Acts contrary to the Company's Rules, policies or interest or indulges in any unlawful activities.
- e) **"Confidential Information"** includes but is not limited to information which is or fairly can be considered to be of a confidential nature, which is obtained (or developed by the Employee during the course of his employment) whether (without limitation) in graphic, written, electronic or machine readable form on any media, by the Employee; and whether or not the information is expressly stated to be confidential or marked as such, in writing (provided that the confidentiality of such information is reasonably apparent), and also includes all Intellectual Property (as defined below) and the following items (without limitation):
- (i) information of value or significance to the Company, its subsidiaries, divisions, affiliates, customers or its competitors (present or potential) such as:
- 1) customer data, in particular, key contact names, addresses, business model, pricing lists, sales figures and sales conditions of the Company and its past, present or prospective clients;
 - 2) business data, particularly data relating to new investment opportunities, products, services, promotion campaigns, distribution strategies, sources of supply, license agreements and joint ventures in which the Company is involved;
 - 3) software data, particularly information relating to the software and the modules thereof as well as any devices designed by the Company to prevent unauthorized copying;
 - 4) financial data, in particular, concerning budgets, the fees and revenue calculations, sales figures, financial statements, profit expectations and inventories of the Company or of its subsidiaries, divisions, affiliates, and customers; and
 - 5) any and all other information or materials or documents of a commercially sensitive nature relating to the Company's and/or its affiliates operations, research, plans, strategies, objectives, development, purchasing, marketing, and selling activities.
- (ii) original information supplied by the Company;
- (iii) information not known to competitors of the Company nor intended by the Company for general dissemination, including but not limited to, policies, strategies, the

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identity of various suppliers or service-providers, customers, licensors, licensees, partners, investors, partners, affiliates and others, training methods and materials sales, prospects, client lists, Inventions, products, product plans, product ideas, services, service plans, service ideas, or any other scientific, technical, trade or business secrets of the Company, business models, investment strategies, billing schedules, needs of its clients, information as to the profitability of specific accounts, and information about the Company itself and its executives, officers, directors and employees; and

- (iv) any business or technical information relating to the Company, including but not limited to financial information, equipment, documentation, strategies, marketing plans, prospective leads or target accounts, pricing information, information relating to existing, previous and potential customers and contracts disclosed by the Company to the Employee;

but does not include:


- (i) that which is in the public domain other than by the Employee's breach, of this Agreement, or of any other confidentiality agreement or nondisclosure agreement;
- (ii) that which was previously known as established by written records of the Employee prior to receipt from the Company and in possession of the Employee prior to the date of this Agreement; and
- (iii) that which was lawfully obtained by the Employee from a third party (which third party has the legal right to disclose such Confidential Information) other than in the course of employment with the Company.

f) **"Intellectual Property"** includes:

- (i) all patents, trademarks, business processes, domain names, works of authorship, designs, utility models, copyrights whether registered or unregistered, which are owned by the Company or acquired or developed by the Company in the course of its Business, including but not limited to, moral rights and any similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and
- (ii) all processes, Inventions, ideas, programs, codes, software, algorithms, discoveries, correspondence, trade secrets, databases, know-how, creations or improvements upon, additions or any research effort relating to any of the above, whether registrable or not.

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- g) **“Inventions”** shall mean such inventions that, at the time of conception or reduction to practice of the invention, relate to
- (i) the Company’s business, projects or products, or to the manufacture or utilization thereof; or
 - (iii) the actual or demonstrably anticipated research or development of the Company; or
 - (iv) results from any work performed directly or indirectly by an employee for the Company; or
 - (v) results, at least in part, from the use of the Company’s time, materials, facilities or trade secret information.
- h) **“Non-Compete Period”** shall mean the period (i) within which the Employee is in the employment with the Company; or (ii) for which the Employee holds any securities in the Company either by themselves or through their Affiliates; and for a period of 1 (one) years thereafter.
- i) **“Person”** means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.
- j) **“Property”** includes, but is not limited to the:
- (i) internal memoranda, computer equipment (including software), training materials, books, and all other like property, including all copies, duplications, replications, and derivatives of such property;
 - (ii) any real property, automobile, furniture, fixtures, fittings and furnishings, office equipment such as computers, printers, fax machines, telephones, communication equipment, and all other items being used by the Company in the normal course of its Business; and
 - (iii) any tangible expression of Confidential Information, including, without limitation, business plans, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto.
- k) **“Relative”** shall have the meaning ascribed to the term in the Act.
- l) **“Rules”** means the Company’s manual or any other written rules that the Company may formulate for its employees, which lay down the policies, procedures, rules etc. in connection with the day-to-day operations of the Company, the behaviour of its employees, the overall

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management of the Company and its clients/customers, as amended from time to time or notified as such by the Company.

- m) “**Severance Pay**” shall comprise of the fixed pay component of your CTC (as mentioned in your offer letter), excluding the night shift allowance and variable pay component of the CTC.

B. Unless the context otherwise requires,

- (i) words importing one gender include the other gender;
- (ii) words importing the singular include the plural and vice versa;
- (iii) any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment;
- (iv) the Section headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation; and
- (v) any reference to the Employee shall, if appropriate, include his personal representatives.

2. EMPLOYMENT

- 2.1 The Company hereby employs the Employee on a full time basis, upon the terms and conditions set forth in this Agreement, designation and compensation described in appointment / offer letter and the Rules of the Company.
- 2.2 The Employee hereby agrees, accepts and confirms that he shall perform such duties and obligations as may be specified by the Company from time to time. During the term of the Agreement, the Employee shall be bound by the Agreement, the Rules, policies and procedures of the Company and other documents of the Company as regulating the terms of engagement of an employee by the Company, as amended from time to time or notified as such to the Employee. The Employee shall not engage in any activities which may interfere with or in any manner hinder the performance of his duties under this Agreement in any material respect or which present a conflict of interest.

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- 2.32.3 The Employee agrees to devote his entire time, ability and attention during normal business hours for an employee of his status and his good faith efforts to the promotion of the operations and affairs of the Company and to the performance of his duties hereunder. During the Term of Employment hereunder, the Employee agrees not to accept or continue in any employment, consultancy, or directorship and shall not serve as an officer, director, consultant, or employee or be associated in any other capacity with any company, partnership or other entity or Person other than the Company, its parent, subsidiaries or affiliated companies or entities that may conflict with Employee's duties and responsibilities to the Company, in the event of such violation the Company reserves the right to forthwith terminate this Term of Employment in accordance with Section 5.1 of this Agreement. However, it shall not be a violation of this Agreement for the Employee to serve on non-competitive charitable boards or committees or to manage personal investments so long as such activities do not interfere with the performance of the Employee in relation to the Company.
- 2.42.4 Except as provided below, the term of this Agreement and the Employee's employment with the Company shall be deemed to have commenced on the the, 12 day of, **Apr** MMM, 2021 YYYY and shall continue until terminated in accordance with Section 5 below ("**Term of Employment**"). The Company and the Employee each agree and understand that the employment relationship is at-will, and is based on the mutual consent of both the Parties. Accordingly, either the Company or the Employee may terminate the employment of the Employee in accordance with Section 5.
- 2.52.5 **Force Majeure.** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, riot, strikes, civil insurrection, earthquake, hurricane, tornado or other catastrophic natural events or acts of God.

3. CONFIDENTIALITY

- 3.1. The Employee shall not disclose, at any time to any Person who is not employed, part of or associated with the Company; or use for any purpose that is not within the scope of his services, any Confidential Information, except in accordance with written permission of the Company. Disclosures to the Persons employed or engaged by the Company or to those who are a part of or associated with the Company shall be made on a „*need to know basis*“ only. The Employee hereby agrees and undertakes to inform the Company of any fact or incident which would affect the exclusive right of the Company to any Confidential Information, and in particular the Employee agrees and undertakes that he will inform the Company of any breach of any fellow employee, if it comes to the notice of Employee.
- 3.2. Notwithstanding the aforesaid provisions of this Section, the Employee may disclose Confidential Information where compelled to do so, by any governmental, judicial or quasi-judicial authority; provided however, that the Employee shall in such case give the Company


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a reasonable notice of any prospective disclosure and shall use all reasonable efforts to assist the Company in obtaining an exemption or protective order preventing such disclosure. Such notice shall be accompanied by a copy of the court order, subpoena, legal or regulatory request for similar process.

- 3.3. It is the express intention of the Parties hereto that the adherence to such covenants by the Employee set forth in this Section 3 are an essential element of this Agreement and that any breach by the Employee of any provision of this Section 3 may result in irreparable injury to the Company. The Employee acknowledges that in the event of such a breach, in addition to all other remedies available at law, the Company shall be entitled to equitable relief, including injunctive relief.
- 3.4. The Employee, at any time, upon request by the Company, shall, within 5 (five) days of receipt of notice to that effect, and immediately upon termination of this Agreement, return all Confidential Information furnished to him, including but not limited to drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials, and any copies or extracts thereof to the Company.

4. INTELLECTUAL PROPERTY

- 4.1. All Intellectual Property and other ideas, techniques or principles related to the Business of the Company, conceived (whether during regular business hours or not), discovered, either solely or jointly with any other person, or made by the Employee during the course of his employment with the Company, shall be promptly disclosed in writing to the Company.
- 4.2. All rights in the Intellectual Property shall belong to the Company immediately upon the formation of such rights, whether or not the final work/mark/Invention in which the Intellectual Property vests is formed or completed, for the full term of each and every such right, including renewal or extension of any such term. The Employee agrees to assign to the Company any and all such rights and agrees, at the Company's sole cost and expense, to perform all acts, including execution of documents and assistance in legal proceedings that are necessary to defend or establish the rights of the Company in the Intellectual Property in any country.
- 4.3. At any time during or after the Term of Employment, the Employee agrees that he will fully cooperate with the Company, its attorneys and agents in the preparation and filing of all papers and other documents as may be required to perfect the Company's rights in and to any of such Intellectual Property.
- 4.4. The Employee irrevocably and perpetually assigns, transfers, conveys and delivers to the Company, all worldwide right, title and interest to the Intellectual Property in all works developed during the

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course of his employment (whether prior to, on, or after the date hereof), free and clear of all encumbrances.

- 4.5. The Employee is herewith enclosing (under Schedule A to this Agreement) a list of all unpatented but potentially patentable, ideas and inventions conceived prior to the employment (which have not been assigned to a former employer) and the same are excluded from the scope of this Agreement.
- 4.6. The Employee represents and agrees that to the best of his knowledge and belief none of the Intellectual Property will violate or infringe upon any right, patent, copyright, trademark or right of privacy, or constitute libel or slander against or violate any other rights of any person, firm or corporation and that he will use his best efforts to prevent any such violation.

5. TERMINATION OF EMPLOYMENT

- 5.1. Termination for Cause: Notwithstanding anything to the contrary contained in this Agreement, the employment of the Employee may be terminated immediately by the Company, at its sole discretion, for Cause. The foregoing does not prejudice the right of the Company to claim damages for any losses suffered as a result of such conduct by the Employee, and the Company shall be entitled to exercise such rights and be entitled to such remedies under the provisions of law or at equity.
- 5.2. Termination for Convenience: The Company may terminate the Employee's employment under this Agreement without assigning any reason upon issuing prior written notice to the Employee or the Employee may terminate his employment with the Company upon issuing 1 (one) month written notice to the Company, in accordance with the provisions of this Section. The termination would be effective upon the expiry of the said 1 (one) month or such number of days notified by the Company to the Employee, not exceeding 1 (one) month from the date of the receipt of such notice (hereinafter referred to as the ("**Notice Period**")).
- 5.3. Subject to the provisions of Sections 6 and 7 below:
- 5.3.1. Upon termination of the Employee by the Company under Section 5.1 and 5.2 above, the Company shall be liable to make payment of only the Severance Pay for the Notice Period under this Agreement that accrue to the Employee until the date of such termination.
- 5.3.2. If termination occurs under the provisions of Section 5.2, then the Employee shall be entitled to remuneration that accrues until the end of the Notice Period in addition to any other payments as may be required to be made under applicable law.

6. THE COMPANY PROPERTY – EMPLOYEE'S DUTY TO RETURN

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- 6.1. The Company's Intellectual Property and Property acquired by the Employee after signing this Agreement shall be returned to the Company not later than the date of the termination of his employment with the Company.
- 6.2. Until such time as all the Property is returned to the Company, the Company shall, in addition to initiating legal proceedings for recovery, be entitled to withhold any salary, emoluments or other dues of the Employee and may further, at its discretion, deduct therefrom, the full value of the Property calculated at its then replacement price. In addition, the Company may also take any other legal action against the Employee and shall have the right to recover the full amount of the replacement price, if the dues of the Employee are not sufficient to cover the replacement price. Further, the Employee shall compensate the Company for any misuse or damage to the Property of the Company.

7. NON-COMPETE & NON-SOLICITATION OBLIGATIONS

- 7.1. The Employee hereby acknowledges and recognizes the competitive and proprietary aspects of the Business of the Company. Further, the Employee also hereby acknowledges and agrees that a business will be deemed competitive with the Business of the Company if it performs any of the services or develops or sells any of the products provided or offered by the Company or if it performs any other services and/or engages in the production, development, distribution or sale of any product similar to services performed or products produced, developed, distributed or sold by the Company.
- 7.2. The Employee hereby acknowledges and agrees that, during the course of his performing services for the Company, the Company will furnish, disclose or make available to the Employee, Confidential Information related to the Company's Business and that the Company may provide the Employee with unique and specialized training. The Employee also acknowledges that such Confidential Information and such training have been developed and will be developed by the Company through the expenditure by the Company of substantial time, effort and money and that all such Confidential Information and training could be used by the Employee to compete with the Company.
- 7.3. The Employee undertakes that the during the Non-Compete Period anywhere in the world directly or indirectly, as an individual, employee, consultant, principal, agent, representative, independent contractor, partner, shareholder, unit holder, member or in association with any other Person, except on behalf of the Company:
- (i) set up, solicit business on behalf of, render any services to, engage in, guarantee any obligations of, extend credit to, or have any ownership interests or other affiliation in, any business or other endeavour, (whether directly or indirectly), which is engaged in the business of a similar nature as the Business or competitive with the Company;
 - (ii) assume management, directorship, or lead responsibility in any other business of a similar nature as the Business or competitive with the Company;

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- (iii) solicit, render services to or for, or accept from, anyone who is a client or customer of the Company (whether present or future), any business of the type performed by the Company, or persuade or attempt in any manner to persuade any client or customer of the Company to cease to do business or to reduce the amount of business which any such client or customer has customarily done or is reasonably expected to do with the Company, whether or not the relationship between the Company and such client or customer, as the case may be, was originally established, in whole or in part, through the Employee's efforts;
- (iv) interfere or seek to interfere or take such steps as may interfere with the continuance of the business between the Company or distributors of the Company or interfere or seek to interfere or take such steps that may interfere with the continuance of supplies to/ distribution of goods or services of, the Company (or the terms relating to such supplies/ distribution) from any suppliers or distributors who have been supplying to, or have been distributing goods or services of, the Company;
- (v) employ as an employee or retain as a consultant any Person (including an individual, firm, corporation or other form of entity) who is then, or at any time prior to the date of the purported solicitation, was an employee of, or exclusive consultant to the Company, or persuade or attempt to persuade any employee of, or exclusive consultant to, the Company, to leave the employment of the Company or to become employed as an employee or retained as a consultant by any other Person; or
- (vi) either accept employment for himself or solicit employment for himself from any customers or patrons of the Company, or any prospective customers or patrons with respect to which the Company has developed or made a sales presentation (or similar offering of services).

7.4. The Parties acknowledge that: (a) the type and periods of restriction imposed in the provisions of this Section 7 are fair and reasonable and are reasonably required in order to protect and maintain the legitimate business interests and the goodwill associated with the Business.

7.5. If any of the restraints contained in this Section 7 or any part thereof, is held to be unenforceable by reason of it extending for too great a period of time, or by reason of it being too extensive in any other respect, the Parties agree that: (i) such restraint shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographic areas as to which it may be enforceable and/or over the maximum extent in all other respects as to which it may be enforceable, as determined by the court or arbitration panel making such determination, and (ii) in its reduced form, such restraint shall then be enforceable, but such reduced form of covenant shall only apply with respect to the operation of such restraint in the particular jurisdiction in or for which such adjudication is made.

The Company	Employee
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8. INDEBTEDNESS

If, during the Employee's employment under this Agreement, the Employee becomes indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from the Employee against the compensation payable to the Employee and collect any remaining balance from him.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India without giving effect to conflict of laws principles and shall be subject to the exclusive jurisdiction of the courts of Bangalore, India.

10. MISCELLANEOUS

- 10.1. Limitations on Authority: Without the express written consent of the Company or unless the Employee is acting pursuant to his authority as an officer or director of the Company, the Employee shall have no apparent or implied authority to:
- (i) extend the credit of the Company;
 - (ii) bind the Company under any contract, agreement, note, mortgage or other obligation;
 - (iii) discharge any debt due to the Company unless the Company has received the full amount thereof; or
 - (iv) sell, mortgage, transfer or otherwise dispose of any assets of the Company.
- 10.2. Assignment: This Agreement may be assigned by the Company to any of its affiliates or pursuant to any sale of all or substantially all of the Company's assets or any reorganization by the Company, without obtaining prior approval of the Employee; provided that such assignment shall not expand the scope of the Employee's obligations hereunder or modify such assignee's obligations hereunder. This Agreement is a personal services contract of the Employee and cannot be assigned by the Employee without the prior written consent of the Company.
- 10.3. Waiver: Any waiver by the Company of a breach or threatened breach of this Agreement by the Employee shall not be construed as a waiver of any subsequent breach by the Employee. Any waiver must be in writing and signed by the Party sought to be bound.
- 10.4. Severability: If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction or illegal for any reason (including any change in applicable law), the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected. Following the determination that any provision of this Agreement is unenforceable, the Parties shall negotiate in good faith a new

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provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Agreement as nearly as possible to its original intent and effect.

- 10.5. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement. This Agreement shall become binding when one or more counterparts hereof individually or taken together shall bear the signatures of all the Parties reflected hereon as the signatories.
- 10.6. Parties to act with due diligence and in good faith: The Parties hereto shall dutifully perform all covenants of this Agreement in letter and spirit and shall otherwise act with due diligence and in good faith.
- 10.7. Integration; Termination of Prior Employment Agreements and other Contractual Understandings: This Agreement represents the entire agreement and understanding between the Parties as to the subject matter herein and supersedes in full all prior or contemporaneous agreements or understandings (including any prior employment or contractual agreement(s)/understanding(s) or offer letters or severance understandings with the Company, except for provisions in such agreements relating to confidential information and proprietary information) whether written or oral.
- 10.8. Survival: The rights and obligations of the Parties under this Agreement, which either expressly or by their nature survive the termination of this Agreement, shall not be extinguished by termination of this Agreement. Without prejudice to the generality of the foregoing, Section 3 (Confidential Information), Section 7 (Non-compete & Non-solicitation Obligations), Section 9 (Governing Law and Jurisdiction) and Section 10 (Miscellaneous) shall survive the termination of this Agreement.
- 10.9. Remedies: The Employee acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions may cause substantial irreparable injury. The Employee acknowledges and agrees that the Company's remedies at law for a breach or threatened or contemplated breach of any of the provisions of this Agreement would be inadequate and, in recognition of this fact, the Employee agrees that in the event of such a breach or threatened or contemplated breach the Company shall be entitled, in addition to any other remedies available at law or equity, to obtain equitable relief in the form of specific performance, temporary restraining order, temporary, preliminary, or permanent injunctive relief, or any other equitable remedy which may then be available, to secure specific performance of such covenants and prevent a breach or a threatened or contemplated breach. Unless prohibited by law, the Company shall have the right to retain any amounts otherwise payable by the Company to the Employee to satisfy any obligations of the Employee as a result of any breach of this Agreement. The Employee hereby agrees to indemnify and hold harmless the Company from and against any damages incurred by the Company as assessed by a court of competent jurisdiction as a result of any breach of the provisions of this Agreement.

The Company	Employee
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- 10.10. Employee's Representation and Indemnity: The Employee hereby represents and warrants to the Company that he is not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of any prior employment or independent contractor relationships, which would be breached or violated by the Employee's execution of this Agreement or performance of his duties hereunder.
- 10.11. Notification rights of the Company: In the event that the Employee leaves the Company, he hereby consents to notification by the Company to his new employer about his obligations under this Agreement.

[Left blank intentionally. Signature blocks in the next page]

The Company	Employee
	 Digitally signed by: Aman Kumar Singh 383 on 04/15/2021

Quicko Technosoft Labs Private Limited

2nd and 3rd Floor, No. 443, Sector - 4, 17th Cross,
HSR Layout, Bangalore - 560102, Karnataka, India
Phone : 080-64510585



IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the day and year first hereinabove written:

Signed and delivered for and on behalf of **Quicko Technosoft Labs Private Limited**,

By : _____

Name : _____

Signed and delivered by:

 Digitally signed by: Aman Kumar Singh 383 on 04/15/2021

Name : Aman Kumar Singh

The Company	Employee
	 Digitally signed by: Aman Kumar Singh 383 on 04/15/2021

Schedule A

List of ideas and inventions conceived prior to employment with the Company:

The Company	Employee
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EMPLOYEES' PROVIDENT FUND ORGANISATION

Employees' Provident Funds Scheme, 1952 (Paragraph 34 & 57) &

Employees' Pension Scheme, 1995 (Paragraph 24)

(Declaration by a person taking up employment in any establishment on which EPF Scheme, 1952 and /or EPS, 1995 is applicable)

1.	Name of the member	383 Aman K Singh	
2.	Father's Name <input checked="" type="checkbox"/> Spouse's Name <input type="checkbox"/> (Please tick whichever is applicable)		
3.	Date of Birth: (DD / MM / YYYY)	10/04/2000	
4.	Gender: (Male/Female/Transgender)	MALE	
5.	Marital Status: (Married/Unmarried/Widow/Widower/Divorcee)	Single	
6.	(a) Email ID: (b) Mobile No.:	amansingh45162@gmail.com 7587070673	
7.	Whether earlier a member of Employees' Provident Fund Scheme, 1952	Yes / No <input checked="" type="checkbox"/>	
8.	Whether earlier a member of Employees' Pension Scheme, 1995	Yes / No <input checked="" type="checkbox"/>	
9.	Previous employment details: [if Yes to 7 AND/OR 8 above]		
	a) Universal Account Number:	na	
	b) Previous PF Account Number:	0	
	c) Date of exit from previous employment: (DD/MM/YYYY)	01/01/1931	
	d) Scheme Certificate No. (if issued)	0	
10.	e) Pension Payment Order (PPO) No. (if issued)	0	
	a) International Worker:	Yes / No	
	b) If yes, state country of origin (India/Name of other country)	100	
	c) Passport No.	T5881957	
11.	d) Validity of passport [(DD/MM/YYYY) to (DD/MM/YYYY)]	01/08/2019 31/07/2029	
	KYC Details: (attach self attested copies of following KYCs)		
	a) Bank Account No. & IFS Code	37752218601 SBIN0005238	
	b) AADHAR Number	978151277149	
	c) Permanent Account Number (PAN), if available	HCZPK2922R	

UNDERTAKING

- 1) Certified that the particulars are true to the best of my knowledge.
- 2) I authorize EPFO to use my Aadhar for verification/authentication/eKYC purpose for service delivery.
- 3) Kindly transfer the funds and service details, if applicable, from the previous PF account as declared above to the present P.F. Account.
(The transfer would be possible only if the identified KYC detail approved by previous employer has been verified by present employer using his Digital Signature Certificate)
- 4) In case of changes in above details, the same will be intimated to employer at the earliest.

Date: 15/04/2021

Place:



Digitally signed by: Aman Kumar Singh

Signature of Member

DECLARATION BY PRESENT EMPLOYER

- The member Mr./Ms./Mrs. has joined on and has been allotted PF Number
- In case the person was earlier not a member of EPF Scheme, 1952 and EPS, 1995:
 - **(Post allotment of UAN)** The UAN allotted for the member is
 - **Please Tick the Appropriate Option:**
 - ☐ The KYC details of the above member in the UAN database
 - ☐ Have not been uploaded
 - ☐ Have been uploaded but not approved
 - ☐ Have been uploaded and approved with DSC
- In case the person was earlier a member of EPF Scheme, 1952 and EPS, 1995:
 - The above PF Account number/UAN of the member as mentioned in (A) above has been tagged with his/her UAN/Previous Member ID as declared by member.
 - **Please Tick the Appropriate Option:-**
 - ☐ The KYC details of the above member in the UAN database have been approved with Digital Signature Certificate and transfer request has been generated on portal.
 - ☐ As the DSC of establishment are not registered with EPFO, the member has been informed to file physical claim (Form-13) for transfer of funds from his previous establishment.

Date:

Signature of Employer with Seal of Establishment

FORM 'F'

[See sub-rule (1) of rule 6]

Nomination

To

[Give here name or description of the establishment with full address]

I, Shri/Shrimati/Kumari Aman K Singh whose particulars are given in the statement below,
[Name in full here]

hereby nominate the person(s) mentioned below to receive the gratuity payable after my death as also the gratuity standing to my credit in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount of gratuity shall be paid in proportion indicated against the name(s) of the nominee(s).

2. I hereby certify that the person(s) mentioned is a/are member(s) of my family within the meaning of clause (h) of section (2) of the Payment of Gratuity Act, 1972.

3. I hereby declare that I have no family within the meaning of clause (h) of section (2) of the said Act.

4. (a) My father/mother/parents is/are not dependant on me.

(b) my husband's father/mother/parents is/are not dependant on my husband.

5. I have excluded my husband from my family by a notice dated the to the Controlling Authority in terms of the proviso to clause (h) of section 2 of the said Act.

6. Nomination made herein invalidates my previous nomination.

Nominee(s)

Name in full with full address of nominee(s)	Relationship with the employee	Age of nominee	Proportion by which the gratuity will be shared
1. Sushil Kumar Singh Azad Chowk, Kirodimal Nagar, Raigarh Chattisgarh (496001)	Parent	47	50
2. Baby Singh Azad Chowk, Kirodimal Nagar, Raigarh Chattisgarh (496001)	Parent	39	50
3.			
so on.			

Statement

- Name of employee in full. Aman K Singh
- Sex. MALE
- Religion. Single
- Whether unmarried/married/widow/widower. 69780
- Department/Branch/Section where employed.
- Post held with Ticket or Serial No., if any.
- Date of appointment. 12/04/2021
- Permanent address.

Village Thana..... Sub-division..... Post Office

District State.....

Place

Date 15/04/2021



Digitally signed by: Aman Kumar Singh 383 on
Signature/Thumb impression
of the employee

Declaration by witnesses

Nomination signed/thumb impressed before me.

Name in full and full
address of witnesses.

Signature of witnesses.

1.
2.

1.
2.

Place

Date

Certificate by the employer

Certified that the particulars of the above nomination have been verified and recorded in this establishment.

Employer's Reference No., if any.

Signature of the employer/
officer authorised

Designation

Date

Name and address of the
establishment or rubber stamp
thereof.

Acknowledgement by the employee

Received the duplicate copy of nomination in Form 'F' filed by me and duly certified by the employer.

Date

Signature of the employee

NOMINATION AND DECLARATION FORM FOR UNEXEMPTED/EXEMPTED ESTABLISHMENTS

Declaration and Nomination Form under the Employees Provident Funds and Employees Pension Schemes

(Paragraph 33 and 61 (1) of the Employees Provident Fund Scheme 1952 and Paragraph 18 of the Employees Pension Scheme 1995)

1. Name (IN BLOCK LETTERS) : Aman K Singh
Name Surname

2. Father's/Husband's Name :

3. Date of Birth : 10/04/2000

4. Account No. _____

5. Sex : MALE/FEMALE MALE 6. Marital Status: Single

7. Address Permanent/Temporary : _____

PART – A (EPF)

I hereby nominate the person (s)/cancel the nomination made by me previously and nominate the person (s) mentioned below to receive the amount outstanding to my credit in the Employees Provident Fund, in the event of my death.

Name of the Nominee (s)	Address	Nominee's relationship with the member	Date of Birth	Total amount or share of accumulations in Provident Funds to be paid to each nominee	If the nominee is minor name and address of the guardian whom may receive the amount during the minority of the nominee
Sushil Kumar Singh	Azad Chowk, Kirodimal Nagar, Raigarh Chattisgarh (496001)	Parent	05/05/1973	50	
Baby Singh	Azad Chowk, Kirodimal Nagar, Raigarh Chattisgarh (496001)	Parent	10/09/1981	50	

1. *Certified that I have no family as defined in para 2 (g) of the Employees Provident Fund Scheme 1952 and should I acquire a family hereafter the above nominations should be deemed cancelled.

2. *Certified that my father/mother is/are dependent upon me.

Strike out whichever is not applicable

Signature or thumb impression
of the subscriber

PART - (EPS)

Para 18

I hereby furnish below particulars of the members of my family who would be eligible to receive Widow/Children Pension in the event of my premature death in service.

Sr.No	Name & Address of the Family Member	Age	Relationship with the member
1	Sushil Kumar Singh Azad Chowk, Kirodimal Nagar, Raigarh Chattisgarh (496001)	47	Parent
2	Baby Singh Azad Chowk, Kirodimal Nagar, Raigarh Chattisgarh (496001)	39	Parent
3			
4			
5			
6			

Certified that I have no family as defined in para 2 (vii) of the Employees' Family Pension Scheme 1995 and should I acquire a family hereafter I shall furnish Particulars there on in the above form.

Thereby nominate the following person for receiving the monthly widow pension (admissible under para 16 2 (a) (i) & (i) in the event of my death without leaving any eligible family member for receiving pension.

Name and Address of the nominee	Date of Birth	Relationship with member
Sushil Kumar Singh,	05/05/1973	My Father
	10/09/1981	My Mother

Date 15/04/2021

✔ Digitally signed by: Aman Kumar Singh 383 on 04/15/2021

Signature or thumb impression
of the subscriber

CERTIFICATE BY EMPLOYER

Certified that the above declaration and nomination has been signed / thumb impressed before me by Shri/Smt./
M is _____ employed in my establishment after he/she has
read the entries / the entries have been read over to him / her by me and got confirmed by him / her.

Date: _____

Signature of the employer or other authorised officer of the
establishment

Name & address of the
Factory/Establishment

Place :

Date:

Quicko Technosoft Labs Private Limited

2nd and 3rd Floor, No. 443, Sector - 4, 17th Cross,
HSR Layout, Bangalore - 560102, Karnataka, India
Phone : 080-64510585

**USER Registration FORM (ISMS-URF-R-3.0)**

User Name: Aman Kumar Singh		Emp Code:
Division: INDIA	Location: BANGALORE	Date: 4/12/2021
Department: Professional	Contact No: 7587070673	Email ID:

Access required from location : Bangalore, India
Server / Application name : _____
Mailers to be added to : _____
Access Card Number : _____
Type of change required : _____

User Declaration

I, hereby take the custody of User ID provided to me and promise to protect the same from any misuse. I understand that I am liable for any disciplinary action, in case I am found guilty of abuse of organisation's resource or of creating a threat to the organisation's security. I will not share my password with anybody. I have read the relevant clauses of the Security Policy and the related guidelines and procedures, and agree to abide by them.

**Digitally signed by: Aman Kumar Singh 383 on 0****User Signature****Approvals****Head of Department:**

Name:

Signature:

Date:

ISM

Name: Achyuth Krishna

Signature:

Date:

Admin Manager

Name: Conrad Vinodh

Signature:

Date:

FOR USE BY IT TEAM

Action Taken:

By:

Name:


Signature & Date:

Statement of Acceptance of Information Security Management System Documents

I hereby declare that I am fully familiar with the Information Security Policy of Quicko Technosoft Labs Private Limited, and with other published documents published as part of the Information Security Management System, including the following:

- i. Information Security Manual
- ii. End User Acceptable Use Policy

I hereby declare that I will adhere to the Information Security Policy and all other documents. I am aware that non-adherence to any part of the Policy will be considered a breach of duties and that disciplinary action will be invoked in each case of non-adherence as per the disciplinary proceedings of the company.

 Digitally signed by: Aman Kumar Singh 383 on 04/15/2021
Signature: _____

Name: Aman Kumar Singh

Acceptable Use Policy Acknowledgement form

Objective:

When using company resources to access and use the Internet, employees, contractors and consultants must realize they represent Quicko Technosoft Labs Pvt Ltd (“Whatfix” or “Quicko”). Therefore, all users are required to adhere to the below guidelines on the acceptable use of information, electronic devices and network resources in accordance with Quicko’s Information Security Policy.

General Use

- Quicko proprietary information stored on electronic and computing devices whether owned or leased by Quicko, the employee or a third party remains the sole property of Quicko. It must be ensured through legal or technical means that proprietary information is protected in accordance with this policy.
- Every employee, Contractor or a Third Party under agreement is responsible to promptly report the theft, loss or unauthorized disclosure of Quicko proprietary information.
- The access, use or sharing of Quicko proprietary information should be carried out only to the extent it is authorized and necessary to fulfil the assigned job duties.
- For security and network maintenance purposes, authorized individuals within Quicko may monitor equipment, systems and network traffic at any time.
- Quicko reserves the right to audit networks, systems and laptops on a periodic basis to ensure compliance with this policy.
- System level and user level passwords must comply with the password setting requirements. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.
- All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. Computer screens must be locked or logged off when the device is unattended.

- Postings by employees from a Quicko email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of Quicko, unless posting is in the course of business duties.
- Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.
- All mobile and computing devices that connect to the internal network must comply with this policy.

Unacceptable Use

The following activities are, in general, prohibited. Some employees (E.g. IT Administrator) may be exempted from these restrictions during the course of their legitimate job responsibilities.

- Under no circumstances is an employee of Quicko authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Quicko-owned resources
- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Quicko.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Quicko or the end user does not have an active license is strictly prohibited.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

- Accessing data, a server or an account for any purpose other than conducting Quicko business, even if you have authorized access, is prohibited
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- Revealing specific users' account password to others or allowing use of an account by any other person or entity. This includes family and other household members when work is being done at home.
- Using a Quicko computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Port scanning or security scanning is expressly prohibited unless it is part of normal job duties.
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Quicko employees to parties outside Quicko.
- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Blogging and use of Social Media by all users are also subject to the terms and restrictions set forth in this policy. As such, all users are prohibited from revealing any Quicko confidential or proprietary information, trade secrets or any other material covered by Quicko Confidential Information policy when engaged in blogging or social media.

I hereby acknowledge that I have read and understood the Acceptable Use Policy and agree to adhere to the same throughout my employment/engagement with Quicko Technosoft Labs

Name of the employee: Aman Kumar Singh

Date  **Digitally signed by: Aman Kumar Singh 383 on 04/15/2021**