

OFFER LETTER

29-Jul-2024

Deeksha

V.P.O Dobetta , Tehsil Nangal, Dubheta, Rupnagar, Punjab, Punjab , India, 140124

Dear Deeksha

This is with respect to your application and the subsequent rounds of discussions you had with us. We are pleased to extend you an offer of employment as Junior Engineer in our ITC department. Your place of work will be Gurgaon, Haryana.

Your total compensation will be INR 600,000 per annum. The breakup and additional details about your compensation is provided under **Annexure A.**

Please note that this offer is subject to satisfactory completion of verification and /or background or reference checks which may occur at any time prior to or after your effective start date. Your employment with us shall be governed by the terms and conditions provided in the Employment Agreement annexed as **Annexure D ("Employment Agreement")**. Following your acceptance, this letter along with its annexures shall become a legally binding document.

You are required to provide copies of all mandatory documents required by us before joining and during the course of your employment, as per the timelines specified/communicated by us from time to time. These documents include but are not limited to your education and past employments as provided under **Annexure C**. The offer of employment and your employment with us is dependent on timely submission of such required documents. Non furnishing of mandatory document/s within the specified time shall result in revocation of the offer or immediate termination of employment as the case may be.

To indicate your acceptance of this offer and employment with us, we request you to send an in-response email to the Evalueserve recruiter. At the time of joining, please submit a copy of this offer letter along with Annexure A – Compensation and Annexure B – Declaration and Annexure D-Employment Agreement with your signature. In addition, please provide all the documentation identified in Annexure C.

The date of joining will be 01-Aug-2024. The terms of this letter and this offer are valid for 1 week from the date of this letter. After receiving your acceptance of this offer if you do not join us on a mutually agreed date of joining, or if we are unable to set an alternative date or if we do not receive a mail confirmation from you before the expiration of this period, the terms of this letter and this offer will be deemed to have been rejected by you, unless otherwise communicated to you by us in writing. We reserve the right, at our sole discretion, to revoke or extend this offer.

We look forward to hearing from you regarding your decision to join our team. In the meantime, please do not hesitate to contact the Evalueserve recruiter on the Email ID or phone number provided by him/ her should you have anything you would like to discuss further.

We believe you have a successful career ahead of you at Evalueserve and look forward to you joining us.

Yours sincerely,



Name: Saswati Sinha
Designation: Vice President
For Evalueserve.com Pvt. Ltd

By signing below, I hereby confirm and acknowledge that I understand, agree and accept the aforementioned terms and condition of this offer.

Deeksha

Deeksha Chandel

01-Aug-2024

Annexure A (Compensation)

| Salary structure for the year | |
|--|----------------|
| Basic Salary (excl. Employees contribution to PF) | 267,600 |
| Employee's contribution to provident fund | 21,600 |
| Total salary | 289,200 |
| Others | 289,200 |
| House Rent Allowance/ Company Leased Accommodation | 144,600 |
| Food Allowance | 26,400 |
| Special Allowance | 118,200 |
| Employer's contribution to PF | 21,600 |
| Bonus | 0 |
| Total cost to the company | 600,000 |

**Evalueserve provides various reimbursement options which Employees can select upon their joining. For further details Employee is advised to get in touch with the Finance department after joining.*

Basic Salary and Allowances:

Your salary is split into basic annual salary and allowances (HRA, special allowance and food allowance).

House Rent Allowance (HRA)/Company-leased Accommodation:

Company may provide you with HRA or a Company-leased accommodation, as per the Company policy. Company lease accommodation is provided only after successful completion of one year in Evalueserve and as per Company policy.

Special Allowance:

You shall be entitled to a special allowance, which will be a part of your salary.

Provident Fund:

You will be enrolled in the Company's Provident Fund scheme.

Other Benefits / Medical Insurance Benefits:

You will be enrolled for Company's group medical / hospitalization insurance which shall not be a part of your CTC. There is a provision of increasing the medical and accidental insurance coverage and inclusion of dependents into the policies for an additional cost which will have to be borne by you.



Annexure B (Declaration)

I hereby represent and warrant that as of my effective start date of employment with Evalueserve, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-a-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by Evalueserve or employment with Evalueserve, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Evalueserve premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Evalueserve, including any such documents or materials from my previous employer. To the extent I feel that my employment at Evalueserve would require me to bring any third party documents or materials to Evalueserve, I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Evalueserve. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Evalueserve to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Deeksha

Name: Deeksha Chandel

Annexure C (Documents Required From Candidate)

| Documents to be submitted before the date of joining | |
|--|---|
| S No. | Particulars |
| 1 | 8 passport-size colored photographs |
| 2 | Copy of offer letter from last employer |
| 3 | Salary slip with company seal or on letterhead of company |
| 4 | Relieving letter from past employers. Document should be on the letter head of company or from official email id clearly mentioning the date of relieving. |
| 5 | Copies of your academic records (starting from Graduation to the latest degree). |
| 6 | Copy of Aadhar Card |
| 7 | 2 copies of permanent address proof. You may submit any of the following documents: <ul style="list-style-type: none">• Copy of Aadhar Card• Copy of Passport• Copy of Driving License• Voters ID card• Ration card in employee's or family member's name• Electricity/Water Bill in Employees name or family members name• Cooking Gas Bill• Copy of LIC• MTNL/BSNL Bill• Nationalized Bank Statement/Pass Book in Employees name |

Failure to submit any of the above-mentioned documents prior to joining Evalueserve could lead to offer being revoked.

Annexure D (Employment Agreement)

This Employment Agreement is effective upon acceptance of this Offer Letter (the “**Effective Date**”) by and between:

For the purposes of this Agreement, Evalueserve and Employee may be referred to as the “**Parties**” collectively or a “**Party**” individually. This Agreement will for all purposes and in all respect govern the employment relationship between the Parties.

WHEREAS, pursuant to Employee's acceptance of the offer letter dated 29-Jul-2024, both Parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, agree to abide by into a contract of employment on the terms and conditions as detailed hereunder:

1. Terms of Appointment

This Agreement will come into force on the Effective Date pursuant to which the Employee will commence services for the Company.

The Employee's job title at the time of joining will be Junior Engineer and will work in the ITC department of Evalueserve. The roles, responsibilities and duties, appropriate to his / her designation or employment, will be specified by Company from time to time. Company may at any time, in its sole discretion, upon notice to the Employee, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, he / she may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors and / or clients.

2. Employee Screening

The Employee acknowledges and agrees that the Company has offered him / her an employment based on the specific information and records furnished by him / her. The Employee confirms that he/ she has submitted all required documents and expressly grants his/her consent/ permission to the Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any and all information furnished by him / her, including but not limited to any information, documents or certificates provided as a proof of qualifications and experience, or if he / she fails to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend his / her employment immediately.

3. Place of Employment

Employee will work out of Evalueserve's office in (Gurgaon, Haryana). The Employee acknowledges and agrees to the work from home policy and guidelines revised from time to time, at Company's sole discretion. The Employee acknowledges and agrees that he / she may be assigned, transferred or deputed to offices, departments or units of Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer or deputation, he / she may be required to consent to and/or agree to certain other

agreements or policies applicable to such an assignment, deputation or transfer. In the event of any assignment, transfer or deputation of his / her services, salary and other benefits may be adjusted in accordance with Company's policies with respect to such an assignment, transfer or deputation.

4. Travel and Expenses

Employee may be required to travel, whether in or around India or overseas, in connection with his / her employment with Company upon short notice to him / her. While traveling for work, his / her expenses and costs in connection with such travel and any other expenses incurred by him / her during the course of his / her employment will be reimbursed in accordance with the current travel and expense policy of the Company. The Employee is expected to keep his / her passport valid at all times.

5. Compensation

The salary, perquisites and benefits agreed to be given to the Employee and duly accepted by the Employee are as set out in 'Annexure A' hereto. The Annexure A shall form an integral part of this Agreement.

6. Hours and days of work

Employee will be required to work five (5) days a week for nine (9) hours per day. At all times the Employee shall diligently, faithfully, and in a manner consistent with ethical and sound business practices devote all his / her working time, as specified by the Company from time to time, towards the functioning of the Company. Due to project requirements, the Employee may be required to work for additional hours within the permissible limit prescribed by the applicable law.

7. Leaves

The employment shall be governed by the Company's leave policy which may be modified by Company at any time, in its sole discretion, upon notice to the Employee.

8. Statutory and other Benefits

- i. Company will provide the Employee coverage under the disability, health and/or life insurance policies as is available pursuant to Company's policies. Filling nomination forms and completing related nomination formalities for various statutory and other benefits is a mandatory Company process. The Employee acknowledges and agrees to comply with the process and adhere to the timelines as communicated at the time of joining or anytime during employment with the Company.
- ii. Under applicable laws, the Employee may also be able to participate in schemes sponsored by the Government of India and any relevant state governments. On being covered under any of these schemes, Company may, at any time and in its sole discretion, deduct from his / her salary, upon notice to him / her, portion of any contributions payable by him / her under the schemes.



- iii. The Employee may also be eligible for participation in an incentive pay program that the Company may institute from time to time. If you are deemed eligible to participate in an incentive pay program, any awards will depend on your performance, including but not limited to your satisfaction of predefined key performance indicators (KPIs), and upon Company performance for the fiscal year in question. Incentive pay programs are not guaranteed from one year to another, and any awards are determined solely in the discretion of the Company. The Company may discontinue, withdraw or defer any such programs or awards at any time in its sole discretion.

9. Representations and Warranties of Employee

Employee represents and warrants that:

- i. he / she is not bound by the terms of any employment contract, restrictive covenant or other agreement preventing him / her from accepting employment or carrying out responsibilities for Evalueserve under this Agreement;
- ii. his / her employment with Evalueserve will not constitute a breach of any agreement or other instrument to which the Employee is a party or by which the Employee is legally bound and does not require the consent of any person or entity;
- iii. he / she shall be solely liable for the breach of any third-party agreement/ employment contract/ instrument/ restrictive covenant / understanding / undertaking to which he / she is a party or by which he / she is legally bound and shall absolutely and unconditionally indemnify Evalueserve in relation thereto;
- iv. the information contained herein, and any and all documents submitted by Employee are true copies of the originals, correct and genuine, including but not limited to education and experience documents required for background verification;
- v. he / she shall devote full time and attention exclusively to the business of the Company and at all times and in all respects faithfully and diligently perform such duties and exercise such powers, authorities and discretions as are consistent with his / her position and as may from time to time be vested in, assigned or delegated to him/ her by Evalueserve;
- vi. he / she will obey all lawful directions or instructions from time to time given to him/ her by Evalueserve, including any and all Evalueserve policies in relation to business ethics, safety procedure, confidentiality and data protection, etc.
- vii. he / she will use his/ her best to promote, develop and protect Evalueserve's business interests and reputation;
- viii. he / she, at all times, keep Evalueserve fully informed (in writing, if so requested) of his/ her conduct of the business or affairs for which he/ she is required to perform duties in the course of his/ her

employment and provide such further information, written records or explanations as Evalueserve may require;

- ix. he / she will not directly or indirectly, engage or associate himself/ herself with, be connected with, concerned, employed, engaged in any other business or activities or any other post or work part time whatsoever for free or for a consideration, without the prior written permission of Evalueserve.

10. Compliance to Company Policies

- i. The Employee hereby confirms to have read and understood all policies of Evalueserve as applicable to the Employee at the time of signing this Agreement. The policies will be made available to Employee in an electronic medium once Employee has access to the Evalueserve intranet and hard copy only at request.
- ii. The Employee understands, agrees and acknowledges that his / her employment, in addition to this Agreement, will be governed by the Company's policies, as modified, from time to time, and at Company's sole discretion, upon notice to him / her. The Employee also understands and acknowledges that any policy infraction will amount to breach of the terms of employment and may lead to termination of services. In case of any clarification, the Employee can contact the HR Compliance Team of Evalueserve.

11. Termination of Employment

- i. Termination for convenience - Unless otherwise agreed between the Parties under this Agreement, either Party has the option of terminating the Agreement by giving the other Party a written notice of ninety (90) days at any point in time, or salary in lieu thereof. Notwithstanding anything to the contrary, Evalueserve reserves the right, not to accept payment in lieu of the notice and/or paid leave and at its sole discretion enforce the notice period, if in Evalueserve's the sole opinion, it is in the interest of the business and current assignment being managed by the Employee. During notice period, the Employee will not avail his/her paid leave. Once the Employee tender's resignation and is serving the notice period per clause 11.1, Employee should ensure that the quality of work and client relationship is not impacted, and he / she is in full compliance with all Company's policies, failure of which shall be treated as material breach of the Agreement and Evalueserve may take strict action against the Employee including but not limited to termination of his / her employment. Further, Evalueserve reserves the right to terminate this Agreement by giving ninety (90) days' notice in writing or salary in lieu thereof if the Employee is disabled or incapacitated for a period of 90 days, whether or not consecutive, in any 180-day period.
- ii. Termination for Cause - Without prejudice to the foregoing, Evalueserve reserves the right to terminate the employment forthwith, without any notice period or payment in lieu thereof, if it is established on record that the termination is "for cause" and that Employee is guilty of committing any acts or deeds as per the Company's policy and / or on the occurrence of:

- A. embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy such as abscondment, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
- B. engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of his / her obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of his / her obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
- C. involvement in any act of moral turpitude.

In the case of termination for cause, Evalueserve shall have no obligation to pay to the Employee for salary, bonus, or other compensation or any other form of benefits under this Agreement except for: (a) compensation earned up to the effective date of termination; (b) vested benefits that have accrued to the Employee under any retirement or deferred compensation plan sponsored by Evalueserve; or (c) other benefits mandated under the applicable laws.

i. Consequences of Termination

Upon termination or expiration of employment, for any reason, or as otherwise requested by Company, the Employee will return to the Company:

- A. any property belonging to the Company or its clients, that is in his / her possession, custody or control, including but not limited to laptop computer, software, mobile phone, identity card, access card and other devices with details of any passwords or user IDs installed therein; and
- B. all Confidential Information and any Work Product, including any documents and information, and any other documents or any written or machine readable material relating to the business and affairs of the Company or third parties that he / she has obtained access to by virtue of his / her employment with the Company, of whatever description or in whatever form, tangible or intangible, in his / her possession, custody or control together with copies, notes or summaries of such documents and his / her own working papers which are derived of or based on such documents or work product.
- C. After termination or expiration of his / her employment, the Employee shall not make any representations to any third person, entity or corporation for or on behalf of the Company,

including use of the name of the Company or the logo of the Company. The Employee shall also inform all concerned parties, as well as update all his / her professional references or social media accounts, including but not limited to LinkedIn and Facebook profile, to reflect that he / she is no longer associated with the Company in any capacity whatsoever.

- D. During his / her employment, and thereafter, the Employee shall not make any adverse written or oral statement or take any action, directly or indirectly, which he / she knows or reasonably should know to be disparaging or negative concerning the Company publicly (including on any form of social media) or otherwise, except as allowed by law. The Employee shall also refrain from suggesting to anyone that any written or oral statements be made which he / she knows or reasonably should know to be disparaging or negative concerning the Company, or from urging or influencing any person to make any such statement.
- E. Upon termination or expiration of employment, for any reason, amounts due or payable, from, or to the Employee by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.
- F. Upon termination or expiration of employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by him / her hereunder, including costs and expenses incurred towards his / her training.
- G. Any termination of employment or this Agreement by Company shall be without any further liability of Company and its affiliates and their employees, contractors or clients to the Employee or to his / her successors-in-interest or assigns.
- H. Company, in cases of data theft, failure to return company property and/or compromise of company confidential information, or any other violation of the Employee's obligations under this clause 12, non-settlement of monetary dues, by the Employee, shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding his / her employment hereunder.

12. Confidentiality

- i. As part of his / her employment, the Employee will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their employees, contractors and/or clients. At any time during the term of his / her employment, the Employee agrees to execute a non-disclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients, the form of which is provided under Schedule A attached to this Agreement.
- ii. During the term of employment and thereafter, the Employee shall:
 - A. hold the Confidential Information in the strictest confidence;
 - B. not make known, disclose, reproduce, distribute or use or attempt to use, reproduce, distribute or disclose, the Confidential Information, except as expressly permitted by the Company and

- solely for the purpose of which such Confidential Information was disclosed to him / her and he / she shall also use his / her best endeavours to prevent any other person from doing so;
- C. not disclose or divulge the Confidential Information to or for the benefit any third person or entity without the prior authorization of the Company and he / she shall also use his / her best endeavours to prevent any other person from disclosing or divulging such Confidential Information;
 - D. give prompt notice to Company of any actual or attempted unauthorized use or disclosure of the Confidential Information; and
 - E. return the Confidential Information, including any copies or reproductions, at Company request or upon termination of his / her employment.

The Employee's obligations under this clause shall remain in effect and survive any termination or expiration of his / her employment or this Agreement. Company shall be entitled to immediate injunctive relief, claim damages (liquidated or unliquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon a potential, threatened or actual breach of this clause by the Employee, including in the event where the Employee take up or attempt to take up employment with or act or attempt to act as consultant or contractor to, any person, who may be a competitor of Company, or take up or attempt to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information. The Employee further agrees that any threatened or actual breach of this clause by him / her is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by damages, and if the Company chooses to enforce its right to obtain an injunction from a court restraining such a breach or threatened breach, or specific performance of the provisions of this Clause, the Employee hereby waives the adequacy of a remedy at law as a defense to such relief. The Employee further acknowledges that the Company's right under this clause is notwithstanding any other right available to the Company under this Agreement or otherwise.

“Confidential Information” means any proprietary or confidential information, work product (whether produced by the Employee or other resources of the Company or provided to the Employee by Company or on Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of Company, its affiliates and their employees, contractors and/or clients, and any other information concerning the business of the Company, its affiliates, or any of their dealings, transactions and affairs or any information concerning any of their suppliers, agents, distributors or customers which the Employee possess, make or discover during his / her employment with the Company, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, work product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions,



processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available.

13. Intellectual Property

The Employee agrees that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registerable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by him / her during or as a consequence of his / her employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which he / she conceives, discovers or creates during or in consequence of employment hereunder ("Work Product") shall belong exclusively to the Company. The Employee hereby conveys ownership in such rights, title and interest to Company and its affiliates upon inception or development.

All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, the Employee hereby irrevocably assigns all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. The Employee will retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. The Employee hereby forever waives all moral rights in the Work Product and any results or proceeds there from, even after expiration or termination of his / her employment. If the Employee has any rights to the Work Product that cannot be assigned to the Company or its affiliates, then the Employee unconditionally and irrevocably waives the enforcement of such rights and all claims and causes of action of any kind against the Company and its affiliates and their employees, contractors or clients with respect to such rights and grant to the Company and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub-licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of the employment or this Agreement, the Employee will deliver immediately to Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof.

The Employee further agrees to, for no further consideration, either during or after the termination of employment hereunder execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this clause (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure the Employee's signature on any document needed to perfect the title of Company and its affiliates, the

Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as his / her agent and attorney in fact to act for and on his / her behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by him / her.

The Employee agrees that he / she will not violate or attempt to violate the intellectual property rights, interests or title of any third party. His / her obligations under this clause shall remain in effect and survive any termination or expiration of his / her employment or this Agreement. Company shall be entitled to immediate injunctive relief or claim damages (liquidated or un-liquidated) or similar relief and/or take disciplinary action (including but not limiting to termination) upon potential or actual breach of this clause by the Employee. Company's right under this clause is notwithstanding any other right available to the Company under this Agreement or otherwise.

The Employee hereby agrees that non-exercise, for any amount of time, by the Company, of the rights assigned to the Company by the Employee under this Agreement shall not be deemed to be a lapse of the rights assigned.

14. Data Privacy Policy

Company may, in connection with the Employee's employment with the Company, receive personal data relating to him / her or third parties associated with him / her (such as his / her spouse or children). Such data may be received from the Employee, or from other sources, and some limited personal data maybe recorded directly or indirectly by internal security systems or by other means. Company may process such data for the relevant and limited purposes specified in Company's data protection policy ("Data Protection Policy"), a copy of which is available on request. Further, Company may for these purposes transfer such data to any country in which Evalueserve's worldwide organization does business. By signing this Agreement, the Employee hereby consents to the terms and conditions of the Data Protection Policy, as maybe modified by Company at any time, and in its sole discretion, upon notice to, and expressly consent to the following:

- i. the processing of his / her personal data in accordance with the Data Protection Policy;
- ii. the collection and processing of sensitive personal data about him / her to the limited extent and for the purposes described in the Data Protection Policy;
- iii. the transfer worldwide of personal data held about him / her by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law;
- iv. use of his / her personal images and voices in marketing material, videos, etc.; and
- v. treating any personal data to which he / she has access in the course of his / her employment strictly in accordance with the Data Protection Policy and other Company policies and procedures and not

using any such data other than in connection with and except to the extent necessary for the purposes of which it was disclosed to the Employee.

15. Indemnification

Employee expressly agrees to defend, at his/her own expense, and will absolutely and unconditionally indemnify and hold harmless Evalueserve, its directors, employees from and against any and all claims, demands, damages, losses, injuries, expenses, costs and liability arising during the course of or after the expiry of this Agreement from or connected with the Employee's acts and / or omissions or breach of the terms of this Agreement.

16. Non-Competition and Non-Solicitation

The Employee agrees that his/her services hereunder are of a special, unique, extraordinary and intellectual character, and his/her position with the Company places him/her in a position of confidence and trust with the clients and employees of the Company. The Employee also acknowledges that the clients serviced by the Company are located throughout the world and accordingly, it is reasonable that the restrictive covenants set forth below are not limited by specific geographic area but by the location of the Company's and its affiliate's clients and potential clients. The Employee further acknowledges that the rendering of services to the Company's clients necessarily requires the disclosure of Confidential Information and trade secrets of the Company, its affiliates and its clients (such as without limitation, marketing plans, budgets, designs, client preferences and policies, and identity of appropriate personnel of clients with sufficient authority to influence a shift in suppliers) to the Employee. The Employee and the Company agree that in the course of employment hereunder, the Employee has and will continue to develop a personal acquaintanceship and relationship with the Company's clients, and knowledge of those clients' affairs and requirements, which may constitute the Company's primary or only contact with such clients. The Employee acknowledges that the Company's relationships with its established clientele may therefore be placed in his/her hands in confidence and trust. The Employee consequently agrees that it is reasonable and necessary for the protection of the goodwill and business of the Company that he/she make the covenants contained herein; and accordingly, the Employee agrees that the Employee shall not, during his / her employment with Evalueserve and for a period of twelve (12) months after the termination or cessation of such employment for any reason (whether voluntarily or involuntarily), either directly or indirectly, on his / her own or in association with or on behalf of others:

- i. engage in any business or enterprise whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than 1% of the outstanding stock of a publicly-held company that is competitive with Evalueserve's business, including but not limited to any business or enterprise that develops, manufactures, markets or sells any product or renders any service that competes with any product or service developed, manufactured, marketed, sold or rendered or planned to be developed, manufactured, marketed, sold or rendered by Evalueserve or any of its subsidiaries while the Employee was employed by Evalueserve;

- ii. have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of Evalueserve or disclose or divulge to any person, firm or corporation, or use directly or indirectly, for his / her own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as Confidential Information or proprietary information under this Agreement;
- iii. directly or indirectly, solicit or induce any employee of Evalueserve to leave the employment of Evalueserve or solicit, entice or induce for employment whether as an advisor, consultant, independent contractor or otherwise any person who is an employee of Evalueserve at the time of termination or cessation of the Employee's employment with Evalueserve;
- iv. directly or indirectly or through any interposed entity, without the prior consent of Evalueserve, solicit, work for in any capacity or undertake employment with any client (or its agent) of Evalueserve whom the Employee would have serviced as part of his / her scope of work under this Agreement or with any competitor (or its agent) of Evalueserve.
- v. Employee acknowledges that the prohibition and restriction contained in this clause is reasonable in the circumstances and necessary to protect the business of the Evalueserve. The geographic scope of this clause shall extend worldwide to anywhere Evalueserve or any of its affiliates are doing business, has done business or has plans to do business.

17. Severability

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

18. Non-Assignment

The Employee shall not assign or subcontract her/ his rights and/or obligations under this Agreement without the express written consent of Evalueserve.

19. Waiver

Failure of Evalueserve to enforce the provisions of this Agreement or any rights with respect thereto will not be considered to be a waiver of such provision or rights, or in any way affect the validity of this Agreement. No waiver of any provision of this Agreement will be valid unless in writing and signed by Evalueserve.

20. Equitable remedy

The Employee agrees that any violation of this Agreement may cause irreparable injury to Evalueserve, entitling Evalueserve to seek injunctive relief in addition to all legal remedies available to Evalueserve.

21. Dispute Resolution / Litigation

- i. In case of any dispute which may arise between the Parties, both Parties in good faith shall endeavour to resolve the matter amicably. The Employee and Company shall endeavour to arrange a joint meeting among the Employee, his/her immediate reporting manager and HR representative of the department to discuss the matter to reach a resolution. In case the issue is not resolved within five (5) working days (or as may otherwise be determined), then the Employee and Company shall endeavour to arrange a joint meeting among the Employee, his/her group head and HR head to address the issue. In case the Parties still fail to reach a consensus within five (5) working days, the Parties are free to approach the courts as per clause 20.
- ii. Notwithstanding clause 21(i), Evalueserve reserve the right to directly initiate legal proceeding against the Employee without first invoking clause 21.1 provided that: (i) Employee violated his or her duties of confidentiality and/or non-competition under this Agreement; or (ii) Employee has made any material misrepresentations; or (iii) Employee is guilty of breach of Company policy (ies); or (iv) it is established on record that the Employee is guilty of misconduct, or has committed any fundamental breach of Agreement, breach of trust, loss of confidence, moral turpitude or causing any loss (either monetary or reputational) to Evalueserve or Employee is found to be convicted in a court of law.
- iii. The above list is not exhaustive and there may be certain cases not mentioned above, wherein the Company may need to initiate legal proceeding against the Employee. Initiation of legal proceeding against the Employee can be based on instances, including, but not limited to the above.

22. Headings

The headings of the clauses of this Agreement are for convenience of reference only and in no way define, limit, or affect the scope of substance of any clause of this Agreement.

23. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with laws of India. The courts at Gurgaon will have the exclusive jurisdiction with respect to any matter hereof.

24. Entirety

This Agreement along with its Schedule-A and any and all Company policies constitutes the entire agreement between the Parties with regard to the subject matter and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.



EVALUESERVE

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Evalueserve and Employee do put forth their signature below.

Evalueserve.com Pvt. Ltd

Employee



Signature

Name: Saswati Sinha

Designation: Vice President

Date: 01-Aug-2024

Deeksha

Signature

Name: Deeksha Chandel

Date: 01-Aug-2024

Evalueserve.com Pvt. Ltd.

7th & 8th Floor, Building No. 6, & 6th Floor, Building No. 7, Candor Gurgaon One Realty Projects Pvt. Ltd-SEZ, Sector-48 I Gurgaon – 122 001.

Registered office: A-47, Lower Ground Floor, Hauz Khas, New Delhi – 110 016

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www.evalueserve.com

Schedule A

Non-Disclosure Agreement ("NDA")

I, Deeksha Chandel, son / daughter of Shubh Karan, as an Employee of ("Evalueserve" or "Company"), a company incorporated under the Indian Companies Act, 1956, and in consideration of the compensation now and hereafter paid to me, will devote my best efforts to furthering the best interests of Evalueserve. During my employment, I will not engage in any activity that:

- A. conflicts with Evalueserve's business interests, including without limitation, any business activities not stated in the Agreement;
- B. occupies my attention so as to interfere with the proper and efficient performance of my duties at Evalueserve; or
- C. interferes with the independent exercise of my judgment in Evalueserve's best interests.

1. Meaning of Confidential Information

For the purpose of this NDA "Confidential or Proprietary Information" means any proprietary or confidential information, work product (whether produced by me or other resources of the Company or provided to me by Company or on Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of Company, its affiliates and their employees, contractors and/or clients, and any other information concerning the business of the Company, its affiliates, or any of their dealings, transactions and affairs or any information concerning any of their suppliers, agents, distributors or customers which I possess, make or discover during my employment with the Company, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, work product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions, processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential or Proprietary Information shall not include information which is publicly available

It is understood that Confidential or Proprietary Information does not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company, otherwise by reason of breach of this NDA by me.

2. Recognition of Absolute ownership

I hereby recognize and admit that Evalueserve is the absolute, unrestricted and exclusive owner of the Confidential or Proprietary Information or any information used by me in the course of employment with Evalueserve. I agree that I shall not in any manner whatsoever, represent and/or claim that I have any

interest by way of ownership, assignment or otherwise in the same during the course of my employment or after the termination of my employment, regardless of the reason of such termination.

3. Non-Disclosure of Confidential Information

3.1 At all times, during the employment and thereafter, I will not disclose to anyone outside Evalueserve nor use for any purpose other than my work for Evalueserve:

- a. any Confidential or Proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Evalueserve, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work-in-progress, clients and suppliers name.
- b. any information Evalueserve has received from any third party which Evalueserve is obligated to treat as Confidential or Proprietary; or
- c. any Confidential or Proprietary Information which is circulated within Evalueserve via its internal electronic mail system, intranet or otherwise

3.2 I shall not disclose any Confidential or Proprietary information to anyone inside Evalueserve except on a “need-to-know” basis. If I have any questions as to what comprises such Confidential or Proprietary Information or trade secrets, I will consult my reporting manager or, if required, the legal department of Evalueserve.

3.3 I agree and understand that I shall hold in confidence and shall not assign, license, sell, use, permit any other person to use, commercialize or disclose except under terms of employment or association with the Company any Confidential or Proprietary Information and intellectual property of the Company, to any person and entity, or else under provision governed by the Agreement except as Company may approve in writing

3.4 I undertake to use the same degree of care in safeguarding the Confidential or Proprietary Information / intellectual property as I would use in safeguarding my own confidential information and shall take all steps necessary to protect the Confidential or Proprietary Information from unauthorized or inadvertent disclosure.

3.5 I shall, during my employment, use all reasonable endeavors to prevent the publication, divulgence or disclosure by third parties of any Confidential or Proprietary Information.

3.6 I agree and understand that during the period of my employment, I shall be privy to proprietary and highly confidential information, know-how and technology belonging to the Company. To ensure complete protection of such information, know-how and technology, I shall not, commencing from the date of my employment and continuing for a period of (five) 5 years after the termination of my employment with the Company (notwithstanding the cause for termination), divulge any Confidential or

Proprietary Information obtained during the course of employment with the Company, without the Company's prior written consent.

3.7 I agree that the restrictions set out in this NDA are reasonable and necessary for safeguarding the confidential, proprietary and critical information pertaining to the Company's business or matters deemed confidential by the Company and shall remain in effect during the period of my employment with the Company and for a period of (five) 5 years from the date of termination of my employment (notwithstanding the cause for termination).

3.8 In the event that I am required by applicable law, court order or a governmental agency to disclose any Confidential or Proprietary Information, I will provide the Company with as much notice thereof as is practicable in order to enable the Company to obtain appropriate protective orders and any such disclosure will be done subject to confidentiality protection to the extent available.

4. Third party Information

I recognize that Evalueserve has received and will receive Confidential or Proprietary Information from its customers / clients as well as third parties subject to a duty on Evalueserve's part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of my employment and thereafter, I will not disclose such Confidential or Proprietary Information to anyone except as necessary in carrying out my work in Evalueserve and consistent with Evalueserve's agreement with such customers / clients or third party. I will not use such information for the benefit of anyone other than Evalueserve or such third party, or in any manner inconsistent with any agreement between Evalueserve and such third party of which I am made aware.

5. Prior Employer Information

During my employment at Evalueserve, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former employers, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and I will not bring onto the premises of Evalueserve, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

6. Return of Materials

I will, on request at any time and from time to time (and, in any event, on termination of this Agreement, notwithstanding the reason for such termination), be liable to return to Evalueserve, all Company property, including but not limited to all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes, CD's, DVD's, tapes, DAT Drives and any other material on any media containing or disclosing any confidential or proprietary technical or business

information. Employee will also return any keys, pass cards, ID cards or other property belonging to Evalueserve.

7. Presumption of Breach

In the event of the possession, access and or use of the Confidential or Proprietary Information, whether technical, financial, marketing, manufacturing, distribution or other technical or business or trade secrets of Evalueserve, including without limitation, concepts, techniques processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers including details of their names, numbers and e-mail addresses etc. and suppliers as well as software for business and professional use, application programs, internet websites, e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace by any other third party with whom I may have a nexus, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this NDA by me.

8. Equitable Remedies

I agree that the restrictions in this NDA are necessary for the protection of the business and goodwill of the Company and further agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants of this NDA. Accordingly, I agree that if I breach any covenants, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this NDA.

9. Integral Part of Employment Agreement

This NDA is a part and parcel of my Agreement with Evalueserve and subject to the terms and conditions recorded in the said Agreement.

By signing below, I hereby understand, agree, accept, confirm and acknowledge the aforementioned terms and conditions of this NDA.

Employee Name: Deeksha Chandel

Signature: Deeksha

