

Dear Shivani,

This is with reference to your application and subsequent interview with us. I am delighted to inform you that your candidature has been selected for the post of **HR Executive** with **Qubify Technologies Pvt Ltd** located at Panchkula.

1. Your annual CTC is Rs **3,60,000/-** bifurcation as per **Annexure - A**.
2. Your employment with us will be governed by the specific terms and conditions referred to in Annexure - B.
3. You are required to join on or before **06th Aug 2025** and the offer stands withdrawn hereafter unless the date is extended by us and communicated to you in writing.
4. You will be required to execute on the date of joining and be bound by the Employee Proprietary Information, Inventions, Non-Competition, and Non-Solicitation Agreement given to you as in Annexure - B.
5. Please note that the Company reserves the right to withdraw the offer made to you, before you accept the same, without providing any reasons to you.
6. You shall be eligible for promotions and increments based on your performance and contributions to the Company at the Company's sole discretion.
7. Please sign the appointment letter as a token of your acceptance and mention the date on which you will be joining the Company.
8. **Performance Review and Increment:** Your performance will be reviewed six months from the date of joining. Any increment in compensation will be based solely on your performance during this initial six- month period.

We welcome you to **Qubify Technologies Pvt Ltd** and look forward to a long and mutually beneficial association.

For Qubify Technologies Pvt Ltd Sign:



Chitranshu Sharma
Managing Director at Qubify

ANNEXURE - A

Name: Shivani

Designation: HR Executive

Sr.No.	Particulars	Annual CTC	Monthly CTC
(A)	Total Yearly CTC	3,60,000	30,000
(B)	Annual Incentive	0	0
	<u>Direct Benefits</u>		
1	Basic	2,70,000	22,500
2	House Rent Allowance	54,000	4,500
3	Leave and Travel Allowance	33,600	2,800
	Gross CTC		
	Less:		
	Employer P.F.Contribution	0	0
	Employer ESIC Contribution	0	0
	Total CTC		
	Less:		
1	Profession Tax	2,400	200
2	Employee P.F.Contribution	0	0
3	Employee ESIC Contribution	0	0
4	Income tax	0	0
	Total deduction	0	
(C)	Take Home Pay	3,59,800	29,800

ANNEXURE - B
TERMS AND CONDITIONS OF EMPLOYMENT

- a) From the date of your joining service in **Qubify Technologies Pvt Ltd** you will be included in the permanent employee rolls of the Company.
- b) During the term of your employment with the Company, you may not engage in any employment or act in any way, that either conflicts with your duties and obligations to the Company, or is contrary to the policies or the interests of the Company.
- c) During the term of your employment with the Company, you are required to disclose all material and relevant information, which may either affect your employment with the Company currently or in the future or maybe in conflict with the terms of your employment with the Company, either directly or indirectly. If at any time during your employment, the Company becomes aware that you have suppressed any material or relevant information required to be disclosed by you, the Company reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by the Company.
- d) Any change in your personal information including residential address, marital status, and educational qualification should be notified to the Company in writing within seven (7) days from the date of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by post or mail to you at your address as recorded in the Company's records.
- e) Any books, documents, circulars, files, or items of equipment of the Company which might be supplied to you in connection with your work shall at all times remain the property of the Company and shall be returned by you to the Company upon your ceasing to be in the Company's employment. If you fail to do so, the Company may withhold payment of your dues, if any, and/or take such steps as may be called for to recover them from you. You will be responsible for all such items or property and shall immediately report loss of property, if any, in your possession to the Company for taking necessary action in this regard. Failure to do so will automatically entitle the company to recover any loss amount from you.

- f) **Probation:** You shall be on probation for **three months** initially. The period of probation may be further extended at the sole discretion of the Company. Your confirmation will be subject to your conduct and work being satisfactory during this period.
- g) **Offer of appointment:** The offer of appointment is subject to submission of
 - (i) PAN, Aadhar, and Address Proof.
 - (ii) Relieving Certificate from your present employer
- i) **Leave:** You will be entitled to leave (Including encashment) as per the category and level of your employment. In an emergency, the same can be approved by management solely. You will only be entitled to take CL or SL as per the leave policy during probation.
- j) **Transfer of Services:** The Company may, at its sole discretion, transfer you to any other office of the Company in India or overseas or to any of its affiliates as long as the benefit of your employment accrues to the Company. In such a situation, you shall also be bound by any policy of such other office or affiliate, in existence at the date of this Agreement or that may be subsequently framed by the Company or the affiliate. You will also be expected to make visits and travel both within India and overseas, as may be necessary for the proper discharge of your duties.
- k) **Confidentiality:** You shall not at any time or times without the consent of the Institute either during the term of employment or thereafter disclose, divulge, or make public, except under legal obligations any of the processes, scientific investigations, or results thereof, problems, practices, arts, formulas, records, suggestions, discussions, accounts, transactions or dealings of the Institute which ought not to be disclosed, divulged or make public whether the same be confided or become known to you in the course of your services or otherwise nor shall you remove from the premises of the Institute any notes, drawing or other documents relating to such knowledge or information.

Further, it may be noted that your compensation is confidential and not to be disclosed to anyone and any such disclosure will be viewed seriously. In case you need any clarification about your compensation, you should get in touch with the Human Resources Department.

l) **Termination:** During the period of service, this appointment is liable to be terminated by either side by giving **one month's notice** or on payment of one month's salary in lieu thereof, without assigning any reason whatsoever. In case of resignation, the organization at its sole discretion may ask you to continue to extend your notice till a suitable replacement is found and trained.

m) You agree that during and upon termination of your employment, you shall not in any manner either directly or indirectly solicit or entice the other employees or customers of the Company to join or enter into transactions, as the case may be with either you directly or indirectly or with other entities which are in direct or indirect competition with the Company.

n) Notwithstanding anything mentioned in this Agreement, the Company may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, including but not limited to, fraudulent, dishonest, or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse by you of the Company's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offense involving moral turpitude, or breach by you of any terms of this Agreement or the Company Policy or other documents or directions of the Company, or irregularity in attendance, or your unauthorized absence from the place of work for more than five (5) working days, or upon you conducting yourself in a manner which is regarded by the Company as prejudicial to its interests or the interests of its clients.

o) Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations projects etc.

p) At the time of termination of your employment, if there are any dues from you, the same may be adjusted against any money due to you from the Company on account of salary, bonus, or any other such payments.

q) You acknowledge and agree that any work that you may be conducting either on the premises of the Company or otherwise concerning patents, improvements, discoveries, or any other form of intellectual property, whether protected under law or not, is being done on behalf of the Company. In this regard, you agree to execute an Employee Invention Assignment Agreement annexed to this Employment Agreement.

r) You shall execute a Non-Disclosure Agreement annexed to this Employment Agreement under which you will have an obligation to keep confidential the Company's

proprietary information.

s) You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for the arbitration will be Pune.

t) This employment is directed towards developing a career at the Company. However, employment at the Company will always entail the conditions of satisfactory performance and satisfactory market conditions for the Company's products and services (as it may determine at its sole discretion).

u) If you agree to join, you will commute to the place of work under your own arrangement.

terms and conditions mentioned therein, and I hereby accept and agree to abide by them:

This is to certify that I have read this agreement and all Annexures and understood all the terms and the conditions mentioned therein, and I hereby accept and agree to abide by them.

Shivani.....



QUBIFY TECHNOLOGIES PVT LTD

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

In consideration of my employment or continued employment by **QUBIFY TECHNOLOGIES PVT LTD** (the "**Company**") and the compensation now and hereafter paid to me, I hereby enter into this Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement (the "**Agreement**") and agree as follows:

1. NONDISCLOSURE.

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

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



type and quantity of products and services received by the Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any non-public information which a competitor of the Company could use to the competitive disadvantage of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information that is generally known in the trade or industry, which is not gained as a result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

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

1.4 Term of Nondisclosure Restrictions. I understand that Proprietary Information and Third Party Information is never to be used or disclosed by me, as provided in Section

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

1.5 No Improper Use of Information of Prior Employers and Others. During my employment by the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term "**Proprietary Rights**" shall mean all trade secrets, patents, copyrights, mask work, and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on **Exhibit A** (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in **Exhibit A** but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on **Exhibit A** for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Assignment of Inventions. Subject to Subsections 2.4 and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my rights, title and interest in and to any Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or

similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "**Company Inventions**."

2.4 Nonassignable Inventions. I recognize that, in the event of a specifically applicable state law, regulation, rule, or public policy ("**Specific Inventions Law**"), this Agreement will not be deemed to require assignment of any invention which qualifies fully for protection under a Specific Inventions Law by virtue of the fact that any such invention was, for example, developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secrets and neither related to the Company's actual or anticipated business, research or development nor resulted from work performed by me for the Company. In the absence of a Specific Inventions Law, the preceding sentence will not apply.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will

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

2.6 Government or Third Party. I also agree to assign all my rights, title, and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings, and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. DUTY OF LOYALTY DURING EMPLOYMENT. I understand that my employment with the Company requires my full attention and effort. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity other than for the Company, including but not limited to employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company. I agree that during the period of my employment, I will not as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, solicit, provide, or attempt to provide Conflicting Services

(as defined below) except on behalf of or at the direction of the Company.

The parties agree that for purposes of this Agreement, "**Conflicting Services**" means any product, service, process or the like of any person or organization other than the Company, which directly competes with a product, service, process or the like with which I work directly or indirectly during my employment by the Company or about which I acquire Proprietary Information during my employment by the Company.

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



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

5.2 attempt to hire, employ, or associate in business with any person employed by the Company or who has left the employment of the Company within the preceding three

(3) months or discuss any potential employment or business association with such person, even if I did not initiate the discussion or seek out the contact;

5.3 solicit, induce or attempt to induce any Customer or Potential Customer or any consultant or contractor of the Company with whom I had direct or indirect contact or whose identity I learned as a result of my employment with the Company to terminate, diminish, or materially alter its relationship with the Company; or

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

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

6. NON-COMPETE PROVISION. I agree that for the one (1) year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by the Company (as extended pursuant to Section 10.3, if applicable), I will not, directly or indirectly, as an officer, director, employee, consultant, owner, partner, or in any other capacity solicit, provide, or attempt to provide Conflicting Services anywhere in the United States, nor will I assist another person to solicit, attempt to provide, or provide Conflicting Services anywhere in the United States.

7. REASONABLENESS OF RESTRICTIONS.

7.1 I agree that I have read this entire agreement and understand it. I agree that this Agreement does not prevent me from earning a living or pursuing my career. I agree that the restrictions contained in this Agreement are reasonable, proper, and



necessitated by the Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained in it.

7.2 In the event that a court finds this Agreement, or any of its restrictions, to be ambiguous, unenforceable, or invalid, I and the Company agree that the court shall read the Agreement as a whole and interpret the restriction(s) at issue to be enforceable and valid to the maximum extent allowed by law.

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

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

8. NO CONFLICTING AGREEMENT NOR OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

9. RETURN OF COMPANY DOCUMENTS. When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement if requested to do so by the Company.

10. LEGAL AND EQUITABLE REMEDIES.

10.1 I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any threatened or actual violation of

this Agreement or any of its terms will constitute immediate and irreparable injury to the Company and the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach or threatened breach of this Agreement.

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

10.3 In the event the Company enforces this Agreement through a court order, I agree that the restrictions of Sections 5 and 6 shall remain in effect for a period of twelve

(12) months from the effective date of the Order enforcing the Agreement.

11. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

12. NOTIFICATION OF NEW EMPLOYER. If I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

13. GENERAL PROVISIONS.

13.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of Haryana, India. I hereby expressly consent to the personal jurisdiction of the State of Haryana, India and courts located in India for any lawsuit filed there against me by Company arising from or related to this Agreement.

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

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



legal representatives.

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

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

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

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

13.8 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed or am in the future



employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.

(Signature of Employee)

(Name of Employee)

Shivani

ACCEPTED AND AGREED TO: QUBIFY TECHNOLOGIES PVT LTD