

## SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“**Agreement**”) dated 12-Jun-23 (“**Effective Date**”) executed between:

**BRILLIO TECHNOLOGIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 4th Floor, Bren Optimus, No. 8/2 Dr. M.H. Marigowda Road, Bangalore – 560029 (hereinafter referred to as the “**Company**”, which expression shall unless repugnant to the context, mean and include its holding company, subsidiaries and affiliates);

**AND**

**Dhanush Bekal**, an Indian resident, aged 23 years, residing at JNV campus Mudipu, Ullal taluk, DK Dist. 574153 Dakshina Kannada (hereinafter referred to as the “**Employee**”).

### WHEREAS:

- a) Pursuant to the Employment Agreement, dated 28-Jun-22 by and between the Company and the Employee (the “**Employment Agreement**”), Employee is currently employed by the Company as the ‘Senior Software Development Engineer’.
- b) The Employee desires to voluntarily resign from his employment with the Company as on 12-Jun-23, further the employee agrees that his last working day shall be 11-Sep-23.
- c) The Parties desire to set forth their understandings and mutual agreements with respect to the termination of the Agreement, Employees’ benefits and obligations following the termination of the Agreement, and all other matters between them.

“**Company**” and “**Employee**” shall hereinafter be referred to collectively as the “**Parties**” and individually as a “**Party**”.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained herein, and intending to be legally bound hereby, the Parties agree as follows:

### 1. TERMINATION OF AGREEMENT

The Employee hereby tenders resignation from the employment of the Company and consequent to the resignation, the Company has accepted the same and the employee will be relieved from all duties effective from 11-Sep-23 (The “**Relieving Date**”).

The Parties agree that the Employee shall be on a paid leave from the Effective Date until the Relieving date (“**Garden Leave**”). During the Garden Leave, all his emoluments and other employment benefits, including but not limited to salary, health insurance, accident claim, life insurance, provident fund and gratuity benefits will continue to apply as usual. However, the employee agrees that if it requests for a shorter notice period the same can be considered and waived off at the sole discretion of the company.

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During the Garden Leave, the Employee will not discharge any functions or undertake any responsibility on behalf of the Company, unless mutually agreed between the Parties.

## 2. COMPENSATION

2.1 The Company will pay to the Employee the following:

2.1.1 **Cash Compensation:** From the Effective Date of this Agreement until the Relieving date i.e., 11-Sep-23, the Employee shall be eligible to receive the benefits, compensation and salary, less applicable deductions, as set forth in the Employment Agreement

2.1.2 **Severance Pay:** The Employee will receive a lump sum payment, less applicable deductions, as severance pay, in the amount of **Rs. 299853/- (Rupees Two Lakhs Ninety Nine Thousand Eight Hundred and Fifty Three only)**. This payment will be made as per company's exit process.

2.2 Except as described in this Clause 2, the Employee acknowledges and agrees that he is not entitled to any other compensation, severance, benefits or other payments in connection with his/her employment with the Company.

## 3. RELEASE

3.2 **Release by the Employee and Company:** Subject to receipt of the payments described in this Clause 2.1, and intending to be legally bound, the Employee does hereby release and forever discharge the Company, its affiliates and associate companies, and its officers, directors, shareholders, employees, consultants, advisors and agents (collectively, the **"Released Parties No. 1"**) from all causes of action, suits, debts, claims and demands whatsoever in law or in equity, which the Employee ever had, now has, or hereafter may have, whether known or unknown, by reason of any matter, cause or thing whatsoever, from the beginning of Employee's association with the Company to the Relieving Date, including Employee's separation from and termination of the employment with the Company.

3.3 **Release by the Company:** The Company does hereby release and forever discharge the Employee (collectively, the **"Released Party No. 2"**) from all causes of action, suits, debts, claims and demands whatsoever in law or in equity, which the Company ever had, now has, or hereafter may have, whether known, by reason of any matter, cause or thing whatsoever, from the beginning of Employee's association with the Company to the Relieving Date, including Employee's separation from and termination of the employment with the Company.

3.4 The Released Party No. 1 and Released Party No. 2 are collectively referred to as the **"Released Parties"**.

## 4. ACKNOWLEDEMENT OF SEPARATION AND RELEASE TERMS

This release forever resolves all potential claims and disputes, including those which may be known or unknown. The Parties agree that they have been advised to consult with legal counsel and that they are familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in his favor

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at the time of executing the release, which, if known by him, would have materially affected the settlement with the releasee. The Parties being aware of said principle, agree to expressly waive any rights they may have to that effect, as well as under any other statute or common law principles of similar effect.

## **5. SURVIVAL OF CERTAIN PROVISIONS OF EMPLOYMENT AGREEMENT**

Notwithstanding anything as set forth in this Agreement, all terms of the employee agreement shall continue to remain in full force and effect in accordance with the terms thereof, and the Employee shall continue to be bound by the terms thereof.

## **6. RETURN OF COMPANY PROPERTY**

- 5.1 The Employee agrees to return to the Company on or before the Relieving Date, all of its property, including documents, data, and equipment (and any copies thereof) of any nature and in whatever medium. Failure to return the company property shall lead to delay in the closure of the full and final settlement of the employee's dues from the Company.

## **7. NO PENDING OR FUTURE LAWSUITS**

Employee represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company as on the Effective Date of this Agreement. Employee also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company.

The Company represents that it has no lawsuits, claims, or actions pending in its name, or on behalf of any other person or entity, against the Employee. The Company also represents that it does not intend to bring any claims on its own behalf or on behalf of any other person or entity against the Employee.

## **8. NON-DISPARAGEMENT**

Neither Company nor any person acting on its behalf shall disparage or cause to be disparaged, whether directly or indirectly, the Employee in any forum or through any medium of communication. Neither the Employee nor any person acting on his behalf shall disparage or cause to be disparaged, whether directly or indirectly, any of the Released Parties in any forum or through any medium of communication. The Employee further agrees not to initiate any contact with or respond to any inquiry by the press or other media regarding any of the Released Parties.

## **9. CONFIDENTIALITY OF AGREEMENT**

- 9.1 The Employee hereby agrees that the background and negotiations of this Agreement are strictly confidential, and the Employee agrees not to disclose, directly or indirectly, any information concerning them to any third party.

## **10. CONFIDENTIAL INFORMATION**

The Employee recognizes and acknowledges that certain proprietary and confidential information relating to the Company has been developed by him or come to his attention during the course of his employment with the Company. Such proprietary and confidential data includes matters not generally known outside of the Company, and

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may include trade secrets, research, financial data, contracts, computer generated data, business plans, sales plans and strategies, marketing plans, lists or other information relating to current and potential customers, contractors, suppliers, and pricing information (collectively "Confidential Information"). Employee agrees that he will not, without prior written consent of the Company, use or disclose to any person or entity, any Confidential Information at any point in the future, except as required or protected by law or other compulsory disclosure process. Employee agrees that all Confidential Information developed by, acquired by, or existing at the Company, is the exclusive property of the Company. That employee has returned all documents and other items provided to employee by the Company, developed or obtained by employee in connection with his employment with the Company, or otherwise belonging to the Company, including Confidential Information.

## **11. INTELLECTUAL PROPERTY**

Employee recognizes and acknowledges that all inventions, copyright eligible works, ideas, improvements, discoveries, and other intellectual property and proprietary rights that he developed, discovered, or created, whether alone or with others, for the Company, while employed by the Company and if specifically related to the Company or its business (collectively, "Company Intellectual Property") is the exclusive property of the Company. Employee hereby disclaims any interest in such Company Intellectual Property and hereby assign to the Company, to the extent employee has not done so already, all rights, titles, and interests' employee may have in the Company Intellectual Property.

## **12. SEVERABILITY**

If at any time after the date of the execution of this Agreement any provision or portion of a provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision or portion of the provision, as applicable, shall be of no force and effect. However, the illegality or unenforceability of such provision or portion of the provision shall have no effect upon, and shall not impair the enforceability of, any other provision or portions of provisions of this Agreement and Release; Employee further consents to a court modifying any restriction herein found to be unenforceable so as to make it enforceable to protect the Company's legitimate business interests to the fullest extent permitted by law.

## **13. GOVERNING LAW AND ARBITRATION**

- 13.1 This Agreement shall be governed and construed in accordance with the laws of India.
- 13.2 The Parties will try to resolve all disputes relating to this Agreement by negotiations for a period not exceeding seven (7) days from the date of notification of any dispute by any Party. If the matter is not resolved, the Parties shall aim to resolve the dispute by arbitration in Bangalore in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 ("**Arbitration Act**"). All Disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the Parties within thirty (30) days of the effective date of notice initiating the arbitration. If the Parties cannot agree on an arbitrator, then the complaining Party shall approach the competent court and request selection of an arbitrator in accordance with the provisions of the Arbitration Act.

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13.3 Courts at Bangalore shall have exclusive jurisdiction in any matter arising under this Agreement.

#### 14. NOTICES:

All notices under this Agreement must be in writing and either mailed by electronic email, or registered mail, express courier or hand delivered to each party at the address set forth below:

To Company:	Attn: Rajesh Patro E-mail: rajesh.patro@brillio.com Phone: 080-66007000
To the Employee:	E-mail: dhanushsurathkal59@gmail.com Phone: 91-7204068801

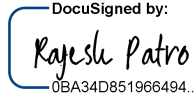
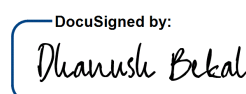
#### 15. HEADINGS

All Clause headings contained in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement or any clause.

#### 16. GENERAL

This Agreement constitutes the entire understanding among the Parties with respect to the subject matter hereof and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officers or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's rights thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provision of this Agreement is held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect.

**IN WITNESS WHEREOF** the Parties have signed this Agreement as stated below. This Agreement has been signed in two (2) identical copies of which the Parties have taken one (1) each.

For <b>Brillio Technologies Private Limited</b>  	The <b>Employee</b>  
Name : Rajesh Patro Title: Managing Director – Human Resources	Name: Dhanush Bekal Emp ID: 131231
Date: 12-Jun-23	Date: 12-Jun-23

**Certificate Of Completion**

Envelope Id: DF3E8675988A4DFD99C7157EAA7660A0

Status: Completed

Subject: Separation and Release Agreement: 131231 - Dhanush Bekal.docx

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 8

Waseem

AutoNav: Enabled

399 Thornall St

Envelopeld Stamping: Enabled

1st Floor

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Edison, NJ 08837

waseem.pasha@brillio.com

IP Address: 136.226.233.0

**Record Tracking**

Status: Original

Holder: Waseem

Location: DocuSign

6/12/2023 5:04:16 AM

waseem.pasha@brillio.com

**Signer Events**

Rajesh Patro

rajesh.patro@brillio.com

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
0BA34D851966494...

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.232.124

**Timestamp**

Sent: 6/12/2023 5:06:50 AM

Viewed: 6/12/2023 5:07:53 AM

Signed: 6/12/2023 5:08:47 AM

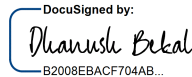
**Electronic Record and Signature Disclosure:**

Accepted: 6/12/2023 5:07:53 AM

ID: f3dc8f71-9a90-4086-8716-450c5feeed6e

Dhanush Bekal

Dhanush.Bekal@brillio.com

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
B2008EBACF704AB...

Signature Adoption: Pre-selected Style

Using IP Address: 136.226.244.247

Sent: 6/12/2023 5:08:49 AM

Viewed: 6/13/2023 2:23:39 AM

Signed: 6/13/2023 2:30:01 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/13/2023 2:23:39 AM

ID: a06b60a1-eee1-46dc-a0dc-26b08b3a9268

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Ashish Srivastava

ashish.srivastava@brillio.com

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 6/13/2023 2:30:02 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Pratibha Rao pratibha.rao@brillio.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 6/13/2023 2:30:03 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2023 5:06:50 AM
Certified Delivered	Security Checked	6/13/2023 2:23:39 AM
Signing Complete	Security Checked	6/13/2023 2:30:01 AM
Completed	Security Checked	6/13/2023 2:30:03 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Brillio LLC-HR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Brillio LLC-HR:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [Mahesh.alavala@brillio.com](mailto:Mahesh.alavala@brillio.com)

#### **To advise Brillio LLC-HR of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [Mahesh.alavala@brillio.com](mailto:Mahesh.alavala@brillio.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Brillio LLC-HR**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [Mahesh.alavala@brillio.com](mailto:Mahesh.alavala@brillio.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Brillio LLC-HR**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Mahesh.alavala@brillio.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Brillio LLC-HR as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Brillio LLC-HR during the course of your relationship with Brillio LLC-HR.