



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “**Agreement**”) is made at Bangalore on the date of execution mentioned in the **Schedule** hereto, by and between:

MountBlue Technologies Private Limited, having its principal office at MountBlue Technologies Private Limited, 91Springboard: 4th Floor, No.22, Salarpuria Towers-I, Hosur Road, Koramangala, Bengaluru 560095 (hereinafter referred to as the “**MountBlue**”).

AND

The person morefully described in the Signature clause in this Agreement, as the “**Employee**”.

MountBlue and the Employee are hereinafter individually referred to as a “**Party**” and collectively the “**Parties**”, as the context may require.

WHEREAS, MountBlue is engaged in the business of offering, at its cost, intensive technical training to interested candidates with basic level software skills, who are then employed by MountBlue upon the completion of the said training, and deployed with customer/s identified by MountBlue, for a specified duration.

WHEREAS, pursuant to the Employee approaching MountBlue for participating in its training and deployment program aforementioned, MountBlue issued Offer Letter to the Employee, therein offering to provide technical training to the Employee and also offering employment upon successful completion of such training, subject to the Employee’s express representation and warranty that the Employee shall duly complete the training and remain deployed with the customer/s that may be identified by MountBlue during the course of Employee’s employment with MountBlue, failing which the Employee shall duly compensate MountBlue for the loss caused to it due to the Employee’s non-completion of the training and deployment;

WHEREAS, finding the above condition to be fair and reasonable, the Employee has accepted training from MountBlue as per the terms of the Offer Letter and has also confirmed acceptance and acknowledgment of the above terms by entering into separate Training and Deployment Agreement with MountBlue (“**Training and Deployment Agreement**”), wherein the above understanding between the Parties is morefully set out;

WHEREAS, in the above background, the Parties are now entering into this Employment Agreement to record in writing the terms and conditions set forth herein below that will govern the Employee’s employment with MountBlue, upon the Employee’s successful completion of training with MountBlue.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. EMPLOYMENT

- 1.1. Subject to the successful completion of Training under the Training and Deployment Agreement executed between the Parties, the Employee’s employment with MountBlue shall be for the period stipulated in the Schedule hereto (“**Term**”), it being agreed that this will be a fixed term employment, subject however to early termination as per the terms of the Agreement. For the purpose of this clause, the term “Training” shall have the same meaning as ascribed to it under



the Training and Deployment Agreement.

- 1.2. The Employee shall be on probation for a period of 6 (six) months, commencing from the date of commencement of employment as per Clause 1.1 above.
- 1.3. During the Term, MountBlue will make reasonable efforts to deploy the Employee to work at the offices of a customer of MountBlue (the “**Customer**”), subject to the provisions hereof.
- 1.4. The Employee confirms that all the information, documents and certificates provided by the Employee with respect to Employee’s academic qualification, work experience and background are true and accurate.
- 1.5. The Employee agrees that the Employee shall execute with MountBlue or the Customer any additional documents that may be necessary during the Term of this Agreement. The Employee further agrees to duly perform all the services as agreed to between the Customer and MountBlue, diligently and to the best of the Employee’s ability.
- 1.6. MountBlue and the Customer will monitor the Employee’s progress during the Term and assess the Employee’s performance. The Employee agrees to meet the expectations and goals provided by the Customer, and/or by MountBlue (if any), during the Term of this Agreement.
- 1.7. The Employee commits to putting in the Employee’s best efforts to complete any task assigned to the Employee in the capacity of a software engineer within stipulated timelines, notwithstanding your prior knowledge or proficiency in respect of the task so assigned.
- 1.8. During the Term, if the deployment with the Customer is terminated for any reason whatsoever, MountBlue may at its discretion:
 - 1.8.1. transfer the Employee to a different Customer for the remainder of the Term; or
 - 1.8.2. terminate this Agreement in accordance with Clause 3 below, notwithstanding Clause 1.1.
- 1.9. During the Term, the Employee agrees to be exclusively engaged with MountBlue or the Customer through MountBlue and shall follow all the applicable regulations and policies of MountBlue and the Customer. The Employee shall not engage with another entity either as an employee, contractor, sub-contractor, advisor, or have any other commercial engagements with any other person or entity during the Term.
- 1.10. The Employee shall immediately make full and true disclosure in writing to MountBlue of:
 - 1.10.1. any direct or indirect interest or benefit that the Employee has derived or is likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of MountBlue and/or any transactions which are likely to be detrimental to MountBlue;
 - 1.10.2. any and all business interests of the Employee that are similar to or in conflict with the business of MountBlue or the Customer/with whom the Employee is deployed;
 - 1.10.3. any intellectual property developed, created or owned by the Employee and proposed to be used by the Employee during the course of the Employee’s employment with MountBlue; and
 - 1.10.4. any outstanding payment such as royalty or fees or any other benefit due to the Employee for any intellectual property mentioned above, or any adverse claims in relation thereto.
- 1.11. The Employee shall undergo periodic performance reviews/evaluations. The Employee shall follow and duly comply with the applicable code of conduct and internal policies of MountBlue and the Customer.

2. REMUNERATION

- 2.1. In consideration of the duties, functions and services rendered by the Employee during the Term,



the Employee shall receive monthly salary of the amount mentioned in the Schedule hereto, payable by the 7th day of every month.

- 2.2. All payments to the Employee are subject to deduction and withholdings of tax or otherwise as MountBlue may be mandated or required to do, whether by any applicable laws, regulations or guidelines or pursuant to any contract to such effect.

3. TERMINATION OF EMPLOYMENT

3.1. Termination by MountBlue

- 3.1.1. During the initial 6 (six) months of probation, MountBlue may terminate this Agreement with immediate effect, without providing any notice period.
- 3.1.2. Post probationary period, MountBlue may terminate this Agreement at any time during the Term with one month's notice or pay in lieu thereof, in the event of the Employee's failure to meet the performance targets or expectations of MountBlue or the Customer, or as permitted in law.
- 3.1.3. Notwithstanding any provision to the contrary herein contained, MountBlue may at any time terminate this Agreement and dismiss the Employee summarily without notice or payment in lieu of notice in the event Employee:
 - i. willfully disobeys a lawful and reasonable order of MountBlue;
 - ii. acts (in the opinion of MountBlue) in serious, willful or persistent breach of Employee's responsibilities herein set out;
 - iii. is guilty of fraud, dishonesty, negligence, theft, misappropriation or any criminal act as MountBlue has a zero-tolerance attitude towards fraud;
 - iv. has acted in such manner as shall in the reasonable opinion of MountBlue be prejudicial to the interests of MountBlue;
 - v. is engaged in other employment or is involved in any trade, business or occupation which has not been disclosed to and approved by MountBlue;
 - vi. is absent from employment without reasonable cause or permission of MountBlue;
 - vii. becomes of unsound mind or becomes a person subject to any order of supervision under any applicable law relating to mental health; or
 - viii. acts in such manner as to entitle MountBlue to terminate this Agreement without notice at common law.

3.2. Termination by the Employee

- 3.2.1. The Employee may terminate this Agreement at any time during the Term by giving prior written notice of thirty (30) days to MountBlue, with the termination taking effect immediately on completion of the 30th day of MountBlue receiving such notice. MountBlue reserves the right to immediately terminate the Agreement before the expiry of thirty (30) days, with any relevant payment under Clause 2.1 made to the Employee on a *pro-rated* basis until the last working date.
- 3.2.2. If the Employee leaves during the Term without providing notice to MountBlue, including taking a leave of absence without notifying MountBlue or the Customer, this Agreement will be deemed to have been terminated by the Employee in default of the Employee's obligations under this Agreement.

3.3. Termination upon expiry of the Term or termination of Training and Deployment Agreement

- 3.3.1. The Employee agrees that unless extended in writing, this Agreement shall automatically terminate upon the expiry of the Term without requirement of any notice.
- 3.3.2. The Parties further agree that this Agreement shall be co-terminus with the Training and Deployment Agreement.

3.4. Effect of termination

- 3.4.1. Upon termination of the Agreement, the following consequences shall ensue-
 - i. MountBlue and the Customer will no longer be obligated to provide further



- opportunities of placement and deployment.
- ii. The Employee will promptly return to MountBlue, and/or the Customer, as the case may be, all Confidential Information (as defined herein below) in the Employee's possession.
- iii. The Employee will promptly return the machine/laptop/hardware, documents, study material or any other assets or documents provided to the Employee under this Agreement.
- iv. MountBlue shall have the right to notify any of the Employee's new employer/s or alma mater about the Employee's rights and obligations under this Agreement, or, where any breach is committed by the Employee of any of the terms of this Agreement, about such breach.

3.5. Liability for Termination of Agreement Before Expiry of Term

- 3.5.1. If MountBlue terminates this Agreement prior to the expiry of the Term, MountBlue will not be liable to pay the Employee any further amounts other than the *pro rata* payment payable to the Employee prior to the termination of this Agreement.
- 3.5.2. If MountBlue terminates this Agreement during the Term in the event of any illegal act committed by the Employee or serious misconduct by the Employee under Clause 3.1.3, in addition to other rights set forth herein, the Employee will also be liable to pay damages to MountBlue.
- 3.5.3. If, before the expiry of the Term, the Employee terminates this Agreement under Clause 3.2.1 or is deemed to have terminated this Agreement under Clause 3.2.2, or if the Employee's employment is terminated under Clause 3.5.2, the Employee acknowledges that substantial monetary and reputational loss would be caused to MountBlue due to the breach of the Employee's employment commitments towards MountBlue. Accordingly, the Employee will be liable to pay MountBlue the amount mentioned in the Schedule hereto, towards compensation for such loss. The Employee agrees that this is a fair, reasonable and genuine pre-estimate amount and in due compensation to MountBlue towards the loss aforementioned and towards MountBlue having significantly expended money, time and resources in the Employee's training and deployment. MountBlue may, at its discretion, waive such compensation upon the submission by the Employee of sufficient proof of *bona fide* reasons requiring the Employee to terminate employment during the Term.

4. CONFIDENTIALITY

- 4.1. The Employee undertakes and agrees that, in consideration of the Employee's employment with MountBlue and the remuneration that the Employee had and shall receive during the employment the Employee:
 - 4.1.1. will not, either directly or indirectly, both during and after the Term, without MountBlue's/Customer's prior written permission, disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any person, or permit any person to examine or make copies of, any documents, writings, drawings, materials or records that contain or are derived from any Confidential Information.
 - 4.1.2. will comply, and do all things necessary to permit MountBlue/Customer to comply, with all applicable laws and with the provisions of contracts executed by MountBlue relating to Intellectual Property or to the safeguarding of Confidential Information, including the signing of any additional agreements on maintaining confidentiality required in connection with the performance of the Employee's duties and functions.
 - 4.1.3. shall not copy or reproduce to writing any part of the Confidential Information except as may be reasonably necessary for the discharge of the Employee's duties under this Agreement or any other agreement involving MountBlue, and that any copies, reproductions or reductions to writing so made shall be the property of MountBlue/Customer.
 - 4.1.4. agrees that Confidential Information shall be solely and absolutely vested in and owned by MountBlue/Customer, as the case maybe, and the Employee shall not have or claim any right, title or interest therein.



- 4.1.5. agrees that MountBlue/Customer shall not be required to designate the Employee as the author of any developments, know-how or Intellectual Property. The Employee undertakes to promptly disclose all developments, know-how and Intellectual Property to MountBlue and shall, at MountBlue's/Customer's request, do all things that may be necessary and appropriate to establish perfect record or document MountBlue's/Customer's ownership of the developments, know-how or Intellectual Property Rights including, but not limited to, the execution of the appropriate copyright or patent applications or assignments the productions of documents and evidence to the appropriate authorities etc.
 - 4.1.6. upon termination of the Employee's employment, shall promptly return to MountBlue/Customer, as the case may be, all such Confidential Information etc., and any breach of this condition would entitle MountBlue and/or the Customer to take such action as would be appropriate in the circumstances and/or to claim damages in addition to any other remedy.
 - 4.1.7. agrees that notwithstanding the disclosure of any Confidential Information by MountBlue/Customer to the Employee, MountBlue/Customer, as the case may be, shall retain title and all intellectual property and proprietary rights in the Confidential Information. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, impliedly or otherwise in favour of the Employee over any of the Confidential Information disclosed by MountBlue/Customer.
 - 4.1.8. agrees that if the Employee receives any access to Customer data and personal information from MountBlue/Customer, the Employee shall retain the confidentiality and privacy of all such data. The Employee shall follow all such policies as required to maintain the integrity of MountBlue's/Customer's IT security systems.
 - 4.1.9. understands and agrees that breach of Employee's obligations of confidentiality contained in this Clause 4 may cause MountBlue/Customer irreparable loss. Accordingly, and in addition to any other remedy MountBlue/Customer may have at law or equity, MountBlue/Customer shall be entitled to seek injunctive relief against the Employee, to prevent any further or continuing breach of the Employee's obligations or additional damage to MountBlue/Customer in the event such loss is in fact incurred by MountBlue/Customer as a result of the breach or where the breach or other infraction is imminent.
- 4.2. The term "**Confidential Information**" used herein means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of MountBlue and/ or the Customer, or the business of any of MountBlue's or the Customer's affiliates, or their employees, clients, consultants, or business associates, which was produced by any employee or consultant of MountBlue in the course of their employment or consulting relationship with MountBlue or otherwise produced or acquired by or on behalf of MountBlue, to the extent that it is not generally known outside of MountBlue's organization, or so known only through improper means. Confidential Information includes all information that, in MountBlue's or Customer's assessment, has or could have commercial value or other utility in the business in which MountBlue and/ or the Customer is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of MountBlue and/ or the Customer, whether or not such information is identified as Confidential Information by MountBlue or the Customer, and includes the training materials provided to you by MountBlue during the Training. Without prejudice to the generality of the foregoing, Confidential Information shall include technical data, developments and Intellectual Property (*as defined herein*) and all technical information including specifications, designs, drawings, algorithms, processes, systems and procedures, computer programs, methods, ideas, know-how and business information such as sales and marketing materials, customer personal information and data, plans, accounting and financial information, credit information on customers, list or databases containing the names, addresses and business needs of customers, sales reports, price lists, personnel records including the names and addresses of MountBlue's trainees, employees, contractors, sub-contractors and other information which is accessed, created, received, exploited, developed or obtained by the Employee during the course of the Employee's employment with MountBlue (or deployment at the Customer office) whether or not designated as confidential



expressly.

5. INTELLECTUAL PROPERTY

- 5.1. The Employee agrees that all proprietary rights and all right, title and interest to and in any Intellectual Property arising out of work performed by the Employee during the Term, shall be held and owned solely by MountBlue or the Customer, as the case may be. The Employee shall irrevocably assign, release and convey to MountBlue or the Customer, as the case may be, on a perpetual basis, the worldwide rights in such Intellectual Property, including all future rights of action for infringement of such rights anywhere in the world. The Employee agrees that the remuneration set out in this Agreement is adequate and sufficient consideration for purposes set forth herein. The term “**Intellectual Property**” used herein includes, but is not limited to, any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, trade secrets, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and business ideas, and all improvements, know-how, data, rights, and claims related to the foregoing, whether or not patentable.
- 5.2. The Employee agrees to execute an intellectual property assignment agreement as and when required by MountBlue/Customer. The Employee explicitly agrees that the Employee does not have any claim over such Intellectual Property.
- 5.3. The Employee agrees that all Intellectual Property that the Employee develops or contributes to shall be original works for hire and shall not violate the intellectual property rights of any third party/ies.
- 5.4. The Employee understands that any unlawful usage of third party Intellectual Property will result in MountBlue or the Customer initiating legal proceedings for such violation.

6. ASSETS

- 6.1. The Employee may be provided a machine/laptop/hardware and other assets (“**Assets**”) only for the fulfilment of the Employee’s duties during the Term. The Employee further agrees that the Employee shall not use the Assets to download unauthorized software, licenses, data or content. All use of Assets must only be for legal purposes and as authorized. The Employee agrees that the Employee will be liable to pay damages to MountBlue/Customer, including the cost of any repair or replacement of the Assets provided to the Employee during the Term, if the Assets are damaged because of a deliberate act or omission or negligence, by the Employee.

7. POLICIES AND RULES

- 7.1. During the Term, the Employee will at all times abide by the policies and rules of Mountblue, as communicated by MountBlue from time to time.

8. MISCELLANEOUS

- 8.1. Assistance in Litigation: The Employee shall, upon reasonable notice, furnish such information and proper assistance to MountBlue as it may reasonably require from time to time in connection with any litigation in which it or its Customer is, or may become, a party to either during or after the Term. Where it is after the Term, suitable costs incurred by the Employee will be reimbursed.
- 8.2. Amendments: Any term of this Agreement may be amended only with the written consent of the Parties.
- 8.3. Notices: Any notice required or permitted by this Agreement shall be sufficiently given if delivered personally, by email (to be necessarily followed by registered post) or by registered post with due



acknowledgement, and addressed to the persons and address as stated in the Name Clause above.

- 8.4. Severability: It is the intent of both the Employee and MountBlue, to render this Agreement enforceable to the fullest extent permitted by law. If any clause, term, condition, covenant or provision of the Agreement or the application thereof to any person, place or circumstance shall be held to be invalid, unenforceable or void, the remainder of the Agreement and such clause, term, condition, covenant or provision as applied to other persons, places and circumstances shall remain in full force and effect.
- 8.5. Counterparts: This Agreement may be executed in duplicate, to be retained by either Party, each of which shall be deemed an original, but both of which together will constitute one and the same instrument.
- 8.6. Waiver: If at any time any Party waives any right accruing to it, due to breach of any of the provisions of this Agreement, such waiver shall not be construed as a continuing waiver of other breaches of the same kind or other provisions of this Agreement. None of the terms of this Agreement shall be deemed to have been waived or altered, unless such waiver or alteration is in writing and is signed by both the Parties.
- 8.7. Personal Information and Consent: Employee gives consent to MountBlue to collect and use Employee's personal information for business purposes. Employee's personal information may be shared with Customers and prospective Customers of MountBlue as a part of selection or onboarding process to work in projects. MountBlue will also share Employee's personal information with a third party for carrying out the background verification as required.
- 8.8. Entire Agreement: This Agreement along with the offer letter, the Training and Deployment Agreement, and any other documents or undertakings with reference hereto, represents the entire agreement between the Employee and MountBlue, relating to the Employee's employment with MountBlue and deployment during the Term, and supersedes any other express or implied promises, representations or agreements. Any document including terms of the deployment shall constitute part of this Agreement. MountBlue/Customer will issue advisories and instructions from time to time setting forth terms and conditions applicable to the Employee's employment and deployment with the Customer. All such advisories, documents and instructions shall constitute part of this Agreement as well.
- 8.9. Survival: The Parties agree that Clauses 3, 4, 5, 7 and this Clause 8, shall survive the termination of this Agreement.
- 8.10. Jurisdiction: Courts at Bangalore, to the exclusion of courts situated elsewhere, shall have exclusive jurisdiction over disputes arising herefrom or in relation to the Employee's Employment, except where MountBlue is required to initiate any legal action against the Employee owing to any jurisdictional requirement as to a specific subject matter/substance of dispute.



IN WITNESS WHEREOF, the Parties have duly executed these presents on the day and year first above written.

MOUNTBLUE TECHNOLOGIES PRIVATE LIMITED	Employee name:
Name: Bipasha Agarwal Designation: Manager	Father's name: Permanent address:
DATE: 10 October 2024	DATE: 10 October 2024

**SCHEDULE**

Execution Date	10 October 2024
Term	03 January 2025 to 31 January 2026
Monthly remuneration payable under Clause 2.1 of the Agreement	INR 33,400/-
Compensation payable under Clause 3.5.3 of the Agreement	INR 2,00,000/-