

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“**Agreement**”) dated 07-Feb-25 (“**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

Ram Girinadh Rayachoti, an Indian resident, aged 25 years, residing at 3/503/85A beside Dwaraka Residency YMR colony Proddatur YSR Kadapa Dist Cuddapah 516360 (hereinafter referred to as the “**Employee**”).

WHEREAS:

- a) Pursuant to the Employment Agreement, dated 31-Mar-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 07-Feb-25, further the employee agrees that his last working day shall be 07-May-25.
- 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 07-May-25 (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

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notice period the same can be considered and waived off at the sole discretion of the company.

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., 07-May-25, 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. 110568/- (Rupees One Lakh Ten Thousand Five Hundred and Sixty Eight 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

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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 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.

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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 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

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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.

- 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: girinadh6666@gmail.com Phone: 91-7075807346


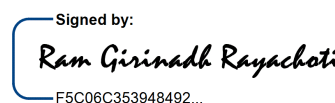
15. HEADINGS

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 Brillio Technologies Private Limited  <small>DocuSigned by: 0BA34D851966494...</small>	The Employee  <small>Signed by: F5C06C353948492...</small>
Name : Rajesh Patro Title: Managing Director – Human Resources	Name: Ram Girinadh Rayachoti Emp ID: 129983
Date: 07-Feb-25	Date: 07-Feb-25