EMPLOYMENT CUM SURETY AGREEMENT

This Employment cum Surety Agreement (“**Agreement**”) is made on this **4th day of July**, **2022** (“**Effective Date**”) by and between

KPI Partners India Private Limited, a company incorporated under the Companies Act, 1956, having its registered address at 6/14A, Netaji Nagar, Kolkata, West Bengal-700092 India, represented by its Managing Director, Daniel Shaw (hereinafter referred to as the "**Company**", which expression shall mean and include its affiliates and successors-in-interest);

And **Mr**. **Degala Vivek Harsha Vardhan**, S/o **Srinivasarao**, Residing at **H:No:1-151,Karri vari Street Mukkollu(v) kirlampudi (m) Kakinada District Andhra Pradesh. 533431** (hereinafter referred to as the “**Employee**,” which expression shall unless it be repugnant to the context therefore mean and include its heirs and permitted assigns);

And

, S/D/o , Residing

at, aged about years (hereinafter referred to as “**Surety**”).

**Whereas**

1. The Company is involved in the business of Software Development.
2. The Company wishes to engage the service of the Employee and the Employee agrees to provide his service to the Company in the manner as set forth in this Agreement.
3. The Company is rendering on-job training to the Employee for a period of 6 months and in the provision of such training, the Company will incur heavy expenditure and cost towards the training rendered to the Employee.
4. The Employee agrees and acknowledges that upon completion of such on-job training, he / she will be highly qualified and much sought after, thereby increasing his/her employment prospects. In consideration of receiving the qualified on-job training, the Employee has undertaken as a condition of employment, to serve the Company for a minimum period of twenty-four (24) months from the Employment Commencement Date (defined hereinafter) (“**Minimum Period**”).
5. The Employee acknowledges and agrees that if the Employee terminates his / her employment with the Company during this Minimum Period, serious business disruption will be caused to the Company which will result in loss of credibility and reputation in addition to further loss of time, energy and money incurred in the training and development of the substitute employee. In the event that the Employee voluntarily terminates this Agreement before completion of the Minimum Period, the Company shall have suffered substantial losses, and the Employee shall be liable to indemnify the Company for an amount of Rs. 2,00,000 (Rupees Two Lakhs only) (“**Indemnity Amount**”) to cover any such losses incurred by the Company.
6. The Company has therefore informed the Employee that the Employee shall be required to execute this Agreement with one solvent surety who shall stand as surety to the Company for amounts invested in the training and development of the Employee.
7. In the aforesaid circumstances, the Parties desire to execute this Agreement on the following terms and conditions; and
8. **The Company, the Employee** and **the Surety** shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”.

**NOW**, **THEREFORE**, in consideration of the foregoing, the mutual covenants, agreements and obligations set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the **Parties** to this Agreement, Employee and the Company hereby agree to the foregoing and as follows:

1. **Employment.**
   1. The Company hereby employs Employee, and Employee hereby accepts employment with the Company, as a “Project Trainee” during the Probation Period, and later continue as an “Data Engineer I” upon completion of the Probation Period pursuant to and in accordance with the terms and conditions set forth in this Agreement.
   2. The Employee acknowledges that he/she shall be on probation for a period of six (6) months (“**Probation Period**”) from the Employment Commencement Date. On completion of the Probation Period, the Company reserves the right to either extend the Probation Period or confirm the employment of the Employee with the Company, at its sole discretion.
   3. During the “**Term**” as defined in Section 2.1 herein, Employee agrees to perform such duties and responsibilities under this Agreement, which are commensurate with Employee’s position with the Company. Employee shall devote his full time, attention, energy and efforts, to fully and prudently perform such duties and responsibilities in good faith.
   4. During the Term, Employee agrees not to engage, directly or indirectly, whether as principal, agent, partner or employee or in any other capacity, either full time or part time, in any other business activity, regardless of whether such activity is pursued for profit, gain or other pecuniary advantage, without the prior written consent of the Company, which may be granted or withheld in its sole and absolute discretion.
2. **Term and Termination.**
   1. The Parties acknowledge that Employee’s employment with the Company commenced on **4th July 2022** (“**Employment Commencement Date**”) and agree that it will continue for such period unless terminated earlier by either Party in accordance with the provisions of this Agreement (“**Term**”).

* 1. This Agreement and Employee’s employment with the Company may be terminated immediately, without prior notice, by the Company in the event of the occurrence of any or all of the events described in sub-sections 2.2.1 through 2.2.7 (such termination hereby referred to as “**A Just Cause Termination By The Company**”), in which event Employee will only receive any unpaid Salary. The occurrence of any or all of the following events will afford the Company the right and power to impose “**A Just Cause Termination**” by the Company:
     1. Any Material Conflict of Interest (as defined below) involving Employee, that has not been cured within seven (7) calendar days after receiving written notification from the Company;
     2. Employee’s breach of any of the provisions of this Agreement that has not been cured within seven (7) calendar days or such other period as maybe specified by the Company after receiving written notification from the Company;
     3. Employee’s dishonesty at any time which, directly or indirectly, materially and adversely harms the Company, where “dishonesty” means Employee’s knowingly false statements, acts or omissions;
     4. Employee’s engagement at any time in any act of fraud, theft, defalcation or embezzlement;
     5. Any Gross Misconduct (as defined below) by Employee at any time resulting in a loss or damage to the Company, its reputation or any of its relationships;
     6. Any intentional act of Employee having the purpose or effect of materially injuring the Company, its reputation or any of its relationships; or
     7. Employee’s continued failure in the opinion of his supervisor(s) or Board, to adequately perform his duties and responsibilities under this Agreement, despite having received notice of the same.

For the purposes of this Agreement: (A) “**Material Conflict of Interest**” means (i) an agreement, duty, commitment, responsibility or obligation of any kind or nature whatsoever that Employee maintains with a third party which, if fulfilled, would likely cause substantial harm to the Company, and (ii) the possession of any information or material proprietary to a party other than the Company which, if Employee fulfills his obligations pursuant to this Agreement, would likely cause a breach of an existing contractual agreement by which the Employee is bound not to disclose such proprietary information or material; and (B) “**Gross Misconduct**” means an intentional, deliberate, extreme and outrageous act or omission that shocks the conscience of a reasonable person or an act or an omission that is reckless or is in deliberate indifference to the interests of the Company.

* 1. In case of termination for reasons other than as specified in 2.2 above, the Company may, at its sole discretion, terminate this Agreement upon two (2) months’ notice to Employee; provided, however, that during such period: (i) Employee shall continue to perform his regular duties and will assist the Company, if the Company so elects, in finding his replacement; and (ii) Employee shall continue to be paid his then existing Salary and regular benefits as agreed upon. Notwithstanding the forgoing, during or at the end of the Probation Period, or any extension thereof, the Employee’s employment with the Company may be terminated at any time by the Company by giving fifteen (15) days’ prior written notice without assigning any reasons whatsoever.
  2. The Employee hereby undertakes that he shall not voluntarily terminate this Agreement during the Probation Period or the Minimum Period. On completion of the Minimum Period, the Employee’s employment hereunder may be terminated for any reason by the Employee with sixty (60) calendar days (extendable up to ninety (90) calendar days depending on the exigencies of any ongoing project the Employee is working on) written notice (“**Notice Period**”) to Company. The Employee is bound to serve the Notice Period, and the same cannot be compensated through submission of salary. Any waiver of the Notice Period to be served by the Employee is at the sole discretion of the Company.
  3. In the event that Employee dies or becomes Disabled (as defined herein) at any time during the Term, this Agreement will terminate upon his death or disability; provided, however, that the Company will remit to Employee’s conservator or his legal heirs, as the case may be, any unpaid Salary and all compensation benefits that have accrued or vested in the Employee as on date of such termination or the event giving rise to such termination.

Employee will be deemed to be “**Disabled**” if such disablement, whether of a temporary or permanent nature, is such as to incapacitate the Employee from performing the work which he/she was capable of performing at the time of the accident resulting in such disablement.

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* 1. The payments and benefits payable to Employee pursuant to Section 2 will constitute Employee’s sole and exclusive remedy or relief in connection with Employee’s employment relationship with the Company.
  2. Employee or his/her legal representatives (in case of termination by death) shall handover all assets of the Company, including company information stored in any medium, laptop, pen drives and other accessories in his/her possession within ten (10) calendar days after the termination of this Agreement.

1. **Compensation.**
   1. Employee shall be paid the gross total package, on full time basis, of Indian Rupees **708,500** over the period of two (2) years constituting the Minimum Period for his services (“**Salary**”) and other perquisites, subject to TDS, payment of Provident Fund and other statutory deductions.
   2. The break-up of the monthly Salary and other perquisites receivable by the Employee during the Minimum Period is described more fully in **Schedule A** hereunder. The Salary and other perquisites will be as per the Company’s regular payroll practices, as modified from time to time, and government regulations. Upon completion of the Minimum Period of two (2) years from the Employment Commencement Date, the performance and Salary review of the Employee shall be done as per the existing policies of the Company.
   3. The Employee acknowledges and agrees that he/she is exempt from and not entitled to receive overtime if he/she works in excess of normal working hours of the Company. However, if the Employee is required to work on a holiday, due to work exigencies, he / she shall be eligible for a compensatory-off, as per the rules and policies of the Company in effect from time to time.
   4. **Other Employee Benefits.**
      1. From time to time during the Term, the Board may review both Employee’s and the Company’s performance to determine whether Employee can be awarded a bonus. It has been clarified and agreed that Company may, but is not obliged to, award bonus at its sole discretion, notwithstanding that such benefit is in existence as of the Effective Date or whether Employee is eligible to participate therein.
      2. Employee will be entitled to participate in the Company’s employee benefit plans and programs in effect from time to time, as and when appropriate, and as applicable to Employee.
      3. Employee will receive such holidays and leaves as he is entitled in accordance with the Company’s policies in effect from time to time.
2. **Expenses.** Upon presentation of supporting documentation as may be reasonably satisfactory to the Company, the Company will promptly pay or reimburse Employee for all reasonable and necessary travel, entertainment and other business expenses incurred by Employee in the performance of his employment duties with respect to the Company during the Term, which must be pre-approved by Employee’s supervisors.

5. **Confidentiality.**

5.1.   Employee acknowledges and agrees that, during his association with and employment by the Company, Employee will create, have contact with and receive confidential and proprietary information and/or trade secrets of the Company, including, without limitation, Client lists and Prospect lists (Client and Prospect as defined in Section 7), Work (as defined in Section 9.1), Inventions (as defined in Section 9.2), software programs, trade secrets, market or other research or any program, product or service which was developed by, for or on behalf of the Company or which the Company provides or intends to provide to its Clients or markets to its Clients or Prospects, and financial and accounting data, information relating to Company’s or its Client’s business, marketing and sales plans, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about Company’s or its Client’s employees, contractors, customers or suppliers information not limited to Technology, tools, processes, methods, business, data, pricing methods, vendor and customer information and lists, employee lists, data handling methodology and processes, and research processes and strategies, business process and any other information marked or otherwise identified as confidential, restricted, secret, or proprietary, including information acquired by inspection or oral or visual disclosure or disclosure through electronic media, any other information disclosed under circumstances in which a reasonable person would understand that such information is confidential and proprietary to the disclosing party (collectively, “**Confidential Information**”);  and that any improper taking, disclosure or use of this Confidential Information would cause the Company substantial loss, damage and irreparable harm.

5.2.   Employee further acknowledges and agrees that the Confidential Information is an asset of the Company, is of a confidential nature and not generally known to the public, and in order to protect and preserve the goodwill with respect to the Confidential Information, must be kept strictly confidential at all times and used only for the legitimate Business purposes.

5.3.   During the Term and for the **Restricted Period** (as defined in Section 5.4), Employee will not, either directly or indirectly use, divulge, disclose, disseminate or otherwise communicate to any other person or entity, any of the Confidential Information in any manner whatsoever, except in the course of and during the performance of his duties and responsibilities to and for the Company pursuant to his employment arrangement with the Company (provided the Company otherwise consents, in writing, to the use or disclosure of any of the Confidential Information prior to such use or disclosure and then only with respect to those items of Confidential Information specifically described and only to the extent specifically authorized, in such written consent).

5.4.   With respect to each particular item of Confidential Information, the “**Restricted Period**” shall mean: (i) sixty (60) months following the effective date of the termination of this Agreement for any reason whatsoever, if the item of Confidential Information at issue does not constitute a trade secret; or (ii) indefinitely, if such item of Confidential Information constitutes a trade secret, until such item of Confidential Information ceases to be a trade secret, but in no case less than the later of sixty (60) months following the effective date of the termination of this Agreement for any reason whatsoever.

5.5.   Notwithstanding the foregoing, Confidential Information does not include information: (i) in the public domain; (ii) that later becomes public, unless such information is made public by Employee as a result of the breach of this Agreement; or (iii) information made available by a third party without breach of confidentiality.

5.6.  Upon the effective date of the termination of this Agreement for any reason whatsoever, Employee will immediately return to the Company all originals and copies of Confidential Information held with him / her in any form, and

5.6.1.   all files, notes, analyses, memoranda, programs, codes or any other documents or writings containing, representing, evidencing, recording, constituting, incorporating or referring to any of the Confidential Information, however and whenever produced, whether developed before or after the date of this Agreement, and

5.6.2.   all disks, software, hard drives, computer memory or other electronic or magnetic storage containing, representing, evidencing, recording, constituting, incorporating or referring to any Confidential Information, however and whenever produced, whether developed before or after the date of this Agreement, whether in his possession or under his control, and

will certify in writing to the Company that, except in the course of and during the performance of his duties and responsibilities to and for the Company pursuant to his employment arrangement with the Company, he has not retained, disseminated, disclosed or delivered to any person or entity any original or copy, in any form, electronically, magnetically or otherwise, of any of the Confidential Information or other information as mentioned in 5.6.1 and 5.6.2 above.

1. **Non-Competition.** For a period of six (6) months’ following the effective date of the termination of this Agreement for any reason whatsoever, the Employee will not, directly or indirectly, individually or in combination or association with any other person or entity, whether as an officer, director, employee, shareholder, member, partner, joint venturer, sole proprietor, agent, independent contractor, consultant, advisor or otherwise, whether or not for pecuniary benefit, engage in or own (in whole or in part), manage, loan money to, operate or otherwise carry on any business with the Clients, competitors or associates of the Company.
   1. Nothing contained in this Section 6 will prohibit Employee from beneficially owning, either directly or indirectly, five percent (5%) or less of the stock or ownership interest of a corporation which engages in the Business if such stock or ownership interest is publicly traded on a national exchange or over-the-counter.
   2. Employee acknowledges and agrees that the restrictive covenants set forth in this Section 6 are necessary in order to protect and maintain the proprietary interests and other legitimate business interests of the Company and are reasonable in all respects.
   3. Employee acknowledges and agrees that the products and services of the Business can be, and it is the intent of the Company that they will be, marketed, sold and distributed to Clients and Prospects globally. Consequently, Employee acknowledges and agrees that the geographical scope of the non-competition covenants set forth in this Section 6 will not be limited and this broad scope and lack of geographical limitation is vitally necessary to protect and maintain the Business and the proprietary interests and other legitimate business interests of the Company.
   4. Employee acknowledges and agrees that the duration, scope and geographic areas of the covenant to not compete specified in this Section 6 are fair, reasonable and necessary in order to protect the good will and other legitimate interest of the Company, that adequate consideration has been received by Employee for such covenant not to compete and that abiding by such covenant not to compete does not and will not prevent Employee from earning a livelihood.
2. **Non-Solicitation of Clients and Prospects.**  During the Term and for a period ofsix (6) months’ following the effective date of the termination of this Agreement for any reason whatsoever, Employee will not, directly or indirectly, individually or in combination or association with any other person or entity, whether as an officer, director, employee, shareholder, member, partner, joint venturer, sole proprietor, agent, independent contractor, consultant, advisor or otherwise, whether or not for pecuniary benefit, solicit, or assist or encourage any other person or entity to solicit, any Client or any Prospect, nor will Employee:
   1. engage any Client with products or services which may be used in substitution for or replacement of such products and/or services of the Business;
   2. directly or indirectly participate in any attempt to cause any Client to terminate, alter or modify such Client’s business relationship with the Company;
   3. participate in any attempt to cause any Client to alter or modify any terms or reduce the volume of business which such Client transacts with the Company; or
   4. negatively influence any Client’s or Prospect's decision as to whether or not they should engage in a business relationship with the Company

For purposes of this Agreement and because Employee’s position with the Company will provide them with knowledge of the Clients and Prospects of the Company, the term “**Client**” will mean any person or entity who had been sold products or services of the Company at any time during the thirty six (36) month period immediately preceding the effective date of the termination of this Agreement, and the term “**Prospect**” will mean any person or entity who had been actively solicited by or on behalf of the Company during the twelve (12) month period immediately preceding the effective date of the termination of this Agreement.

1. **Non-Solicitation of Employees, Independent Contractors and Agents.** Except in the course of and during the performance of his duties to the Company, during the Term and for a period ofsix (6) months following the effective date of the termination of this Agreement for any reason whatsoever, Employee will not, directly or indirectly, individually or in combination or association with any other person or entity, whether as an officer, director, employee, shareholder, board member, partner, joint venturer, sole proprietor, agent, independent contractor, consultant, advisor or otherwise, whether or not for pecuniary benefit:
   1. contact, encourage or solicit any then employee, independent contractor or agent of the Company to terminate or modify his, her or its respective employment, engagement or business relationship with the Company;
   2. hire or otherwise retain any such employee or agent of the Company; or
   3. hire or otherwise retain any such independent contractor performing services for or on behalf of the Company.
2. **Intellectual Property.**
   1. The Company and Employee each acknowledge and agree that beginning with the first date of employment with the Company and continuing through the Term, Employee may create, design and develop work for the Company or for Clients or Prospects (collectively, “**Work**”) and that all such Work that is reduced to fixed form or otherwise capable of copyright, patent, trademark, including Technology thereof, will be deemed to be “work made for hire” and will be the sole and exclusive property of the Company. If any of the Work is not deemed or does not qualify as work made for hire, Employee hereby assigns, transfers and conveys to the Company all of Employee's right, title and interest in and to such Work, including, without limitation, any and all copyrights, patent, trademark, Technology and any other know-how, inventions, design rights, mask work rights, exhibition rights, registration rights and other proprietary rights thereto, and any and all renewals thereof. Employee will execute and deliver such documents as the Company may request in order to evidence the Company’s ownership of the Work, and to register or perfect the Company’s ownership of the Work.
   2. The Company and Employee each acknowledge and agree that during the Term, Employee may create, design and develop Work for the Company. Therefore, Employee agrees that all discoveries and inventions conceived, created or devised in whole or in part by Employee, alone or with others, during the Term (individually, an “**Invention**” and collectively, “**Inventions**”) whether or not subject to copyright, patent or other intellectual property rights protection and whether or not reduced to tangible form or reduced to practice which:
      1. directly relate in any manner and in any way relating to the Company’s present or proposed activities, or are directly useful to, the Business or any other business conducted by the Company,
      2. are developed, created or discovered as a part of Employee's employment with the Company or while Employee is performing services for the Company,
      3. are developed, created or discovered, in whole or in part, through the use of the employees, independent contractors, facilities, equipment, Confidential Information, including trade secrets, or other resources of the Company, or
      4. arise out of tests, analysis, surveys, research or other work carried out or being carried out by the Company,

shall be the sole and exclusive property of the Company.

* 1. Employee hereby assigns and transfers to the Company all of Employee's right, title and interest in and to all Inventions, including, without limitation, all of Employee's right, title and interest in and to any patents, pending patent applications and any patents issuing therefrom, patent rights, patent claims and allowances, patent renewals or extensions, continuations, continuation-in-part, divisional applications, re-examination certificates, reissues, patent licenses and all rights to sue for all past, future and present patent infringement, technology, copyrights, pending copyright applications and all rights to sue for past, future and present copyright infringement, design rights and all applications and registrations thereof for the Inventions anywhere in the world.
  2. Employee agrees to maintain and update adequate written records of all Confidential Information, including Work and Inventions at all times and to promptly disclose all Inventions to the Company and to execute and deliver to the Company all documents that the Company requests in order to secure its rights hereunder or register any patent, copyright or other intellectual property rights the Company may have to any Invention, or to vest ownership of any such Invention in the Company, at the Company’s sole cost and expense.
  3. The terms “**Work**” and “**Invention**” for purposes of this Agreement do not include any work or invention: (1) (i) for which no equipment, supplies, facilities, Confidential Information or trade secret information of the Company was used by Employee; and (ii) which were developed on Employee’s own time, unless (2) (i) the work or invention relates to the Business; or (ii) the work or invention results from any work performed by Employee for the Company.

1. **Anti-Disparagement, Etc.** Employee agrees that he will not, under any circumstances, intentionally and maliciously, disparage, criticize or denigrate the talents, skills, products, prospects, abilities, services, integrity, or character of the Company, the owners of the Company, or the seniormanagement of the Company in a manner that causes, in the sole and absolute discretion of the Board, material harm to those Persons (defined below). Employee further agrees that he will not, directly or indirectly, at any time after the date hereof, contact any past, present or prospective investor, lender, customer, supplier, employee, agent or representative of the Company with the intent, purpose or effect of intentionally and maliciously injuring the reputation of the Company. Employee also agrees that he shall not encourage another Person to undertake such activities on his behalf or permit another through disclosure of information to that party to circumvent the foregoing prohibitions. Notwithstanding the prohibitions provided in this Section 10, nothing that the Employee provides in sworn testimony under oath in any legal or similar proceeding will be deemed a violation of this Section 10. “**Person**” means any natural person, limited company, partnership, company, corporation, association, trust or other legal entity.
2. **Survival.** All of Employee’s covenants, agreements and obligations contained in Sections 5 (*Confidentiality*), 6 (*Non-Compete*), 7 & 8 (*Non-solicitation*), 9 (*Intellectual Property*), 10 (*Anti-disparagement*) and 12 (*Injunctive Relief*) will be revived continuously during the Term and will survive the termination of this Agreement for any reason whatsoever and shall not in any way be modified, altered or otherwise affected by the termination.
3. **Injunctive Relief.** Employee hereby agrees that the restrictions of this Agreement are reasonable in both scope and duration and that it is impossible to measure in money the damages which will be sustained by the Company, its successors or assigns in the event of the breach or threatened breach of any such covenants, agreements and obligations set forth in Sections 5, 6, 7, 8, 9, 10 and 12 of this Agreement. Accordingly, Employee agrees that if he breaches or defaults in the full performance of any of his covenants, agreements and obligations set forth in the said Sections of this Agreement, then, in addition to any and all other rights and remedies available to the Company, at law, in equity or otherwise, the Company will be entitled to the entry of injunctive relief, including, without limitation, the entry of an order of specific performance, a temporary restraining order, preliminary and permanent injunction. No failure or delay by the Company in exercising any right, power or privilege, partial or otherwise, shall operate as a waiver thereof.
4. **Code of Conduct**.
   1. During the Term of employment:
      1. Employee will serve honestly, faithfully, diligently and efficiently for the growth of the Company;
      2. Employee’s conduct shall be in conformity with the code of conduct of the Company’s policies, as in force from time to time;
      3. Employee shall not indulge in any unethical practices like “go slow” or non-cooperation, etc.; and
      4. Employee would be required to apply and maintain the highest standards of professional and personal conduct and integrity and comply with all the policies and procedures of the Company with punctuality.
   2. Any violation of Code of Conduct, whether intentional or unintentional, may result in a disciplinary action being taken against the Employee, which may result in termination of his employment with or without notice or compensation.
5. **Default.**
   1. In the event the Employee leaves the employment of the Company before completion of the Minimum Period, the Employee agrees to pay the Indemnity Amount to the Company and acknowledges that the aforesaid amount is not by way of penalty and is a reasonable and a genuine pre-estimate of the loss and damages which the Company will incur if the Employee breaches the Minimum Period requirement.
   2. The Employee further agrees to pay the Company the Indemnity Amount on occurrence of A Just Cause Termination by the Company in accordance with Clause 2.2 herein, before the completion of the Minimum Period.
   3. If the Employee for any reason whatsoever, is unable to pay the Indemnity Amount as provided under Clause 14.1 and Clause 14.2 herein, the Surety shall be jointly and severally liable to the Company for payment of the Indemnity Amount when such amount is due under this Agreement.
   4. The Employee and the Surety shall be personally liable to the Company for payment of the Indemnity Amount in the event of breach and the Company shall be entitled to proceed against the assets of the Employee and Surety, both movable and immovable, to recover the Indemnity Amount.
   5. If any action is brought to enforce either Party’s rights or obligations under this Agreement, the prevailing Party in such action will be entitled to reimbursement from the other Party of all of its costs and expenses incurred in bringing or defending such action, including, without limitation, court costs and reasonable attorneys’ fees and expenses. Employee and the Company each acknowledge and agree that all of Employee’s and the Company’s rights and remedies set forth in this Agreement are cumulative and are in addition to all other rights and remedies available to Employee and the Company, at law, in equity or otherwise.
6. **Communications.** Any and all notices, waivers or other communications required or desired to be given in connection with this Agreement shall be given in writing and will be deemed effective upon personal delivery, the next business day after delivery via a reputable overnight courier, instantly when sent by email to the respective email address, or on receipt of acknowledgement if sent by registered post with acknowledgement due, and addressed to the following:

If to the Company:

Attention: HR India

Address: Mahaveer Watermark, 7th Floor, A Wing, Plot No. 11, Survey No. 9, White Field Road, Whitefields, Kondapur, Hyderabad, Telangana 500084

Email: hrindia@kpipartners.com

If to Employee, then to:

Address:

Email:

Any Party mentioned above may change any particulars of its address, e-mail or Fax no. for the purpose of this Section, by giving a written notice to the other Party in the manner aforesaid.

1. **Governing Law, Jurisdiction.** This Agreement will be governed by, construed in accordance with and interpreted under the laws of India. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction courts at [Kolkata].
2. **Severability***.* If any provision contained herein is held to be invalid or unenforceable by a court of competent jurisdiction, then such court will modify such invalid or unenforceable provision so as to be valid and enforceable as a matter of law and such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law. If it is not possible to so modify such provision, that provision will be severed here from and such invalidity or unenforceability will not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect.
3. **Waiver**. The waiver by the Company of Employee’s breach of or default with respect to any provision of this Agreement will be effective only if in writing and signed by the Company and will be limited to the breach or default described therein; no such waiver will be deemed a waiver of any other, similar, prior, continuing or subsequent breach or default. Failure of the Company to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of these terms or conditions.
4. **Entire Agreement; Modification**. This Agreement constitutes the entire agreement and understanding between Employee and the Company with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings between Employee and the Company, whether verbal or written, with respect thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties. The rights, covenants, agreements and obligations of Employee under this Agreement, irrespective of the Term of the employment with the Company, the reasons for the termination of his employment or the amount of his compensation, shall inure to the benefit of the Company and its legal representatives, successors and assigns, and shall be binding upon Employee and his heirs, legal representatives, successors and assigns.
5. **Assignment**. The rights, covenants, agreements and obligations of Employee under this Agreement may not be assigned without the prior written consent of the Company.
6. **Construction & Interpretation**: The headings, titles, and captions contained in this Agreement are merely for reference and do not define, limit, extend, or describe the scope of this Agreement or any provision herein. Unless the context requires otherwise, (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter, and (b) the word "including" means "including, without limitation."

[*Signature Page Follows*]

IN WITNESS WHEREOF, Employee, the Surety and the Company have each executed this Agreement as of the Effective Date.

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| --- | --- |
| For **KPI Partners India Private Limited** | For **EMPLOYEE** |
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| Name: Pardha Saradhi Maguluri | Name: Degala Vivek Harsha Vardhan |
| Designation: Senior Manager - HR  Company Stamp: | Place: Hyderabad  For **SURETY**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Place: |

*[Schedule Follows]***SCHEDULE A**

**Salary Break-Up and Other Perquisites**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Tenure** | **No. of Months** | **Per month** | | **Total duration** | | **Total amount (CTC +Benefits)** |
| **CTC Per Month** | **Benefits of Rs 3000/month (Rs. 2000 Meal Allowance + Rs.1000 Internet Allowance + Insurance for Employee & 5 Dependents)** | **Total CTC for the duration** | **Total Benefits for the duration** |
|  | **A** | **B** | **C** | **D= A x B** | **E= A x C** | **F= D + E** |
|  |  |  |  |  |  |  |
| July 2022 - Sept 2022 | 3 | 18,700.00 | - | 56,100.00 | - | 56,100.00 |
| Oct 2022 - July 2023 | 10 | 28,800.00 | 3,000.00 | 288,000.00 | 30,000.00 | 318,000.00 |
| Aug 2023 - Mar 2024 | 8 | 38,800.00 | 3,000.00 | 310,400.00 | 24,000.00 | 334,400.00 |
|  |  |  | **TOTAL CTC TILL Mar 2024:** | 654,500.00 | 54,000.00 | **708,500.00** |

|  |  |
| --- | --- |
| For **KPI Partners India Private Limited** | For **EMPLOYEE** |
|  |  |
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| Name: Pardha Saradhi Maguluri | Name: Degala Vivek Harsha Vardhan |
| Designation: Senior Manager - HR  Company Stamp: | Place: Hyderabad |