

PRIVATE AND CONFIDENTIAL

28/01/2026

Candidate ID: 59941

Mayuri Waghmode

Waghmode Galli, near Ambedkar chowk, Tal-Hatkanangale, Dist- Kolhapur, Pin Code- 416116, Maharashtra

Waghmode Galli, near Ambedkar chowk, Tal-Hatkanangale, Dist- Kolhapur, Pin Code- 416116, Maharashtra

SUBJECT: Offer of Employment and Appointment Letter

Dear Mayuri,

With reference to the recent meetings and discussions you have had with us, we are now pleased to make you an Offer of Employment with IGT Solutions Private Limited ("Company").

This Offer is made subject to and is conditional upon you meeting the following criteria:

- A pre-employment screening check, including receipt of references to the satisfaction of the Company, as applicable.
- Verification to the satisfaction of the Company of the information that has been provided to the Company during the course of your application process.
- You are requested, to provide documentary proof to the Company that you are (and continue to be throughout your employment) in possession of the necessary permission to live and work in India. This includes satisfying the requirements of the government medical check, as applicable.

Every effort will be made to complete the Company's recruitment procedures before the date of your joining the Company. The checks/verifications listed above may be repeated at any time during your employment. If the checks listed above are not completed prior to the commencement of your employment and if you fail in any of the checks/verification performed, the Company may withdraw its Offer of Employment and Appointment Letter immediately and you will not be entitled to any pay in lieu of notice or any other compensation or damages.

If the checks are carried out while you are employed but do not return satisfactory results on account of misconduct, the Company may terminate your employment without notice or pay in lieu of notice, if you have been employed for less than one month, and/or by giving one week's notice if you have been employed for one month or more (subject to any greater notice period as may be required by law).

Registered Office
Unit No. 1, Ground Floor, A Wing
Business @ Mantri, Survey No.
197/2+4 to 7B
Lohegaon Nagar Road Pune,

IGT Solutions Pvt. Ltd.
(Formerly known as InterGlobe Technologies Pvt. Ltd)
2nd Floor, Infotech Center, Milestone 14/2,
Old Delhi Gurgaon Road, Dhundahera,
Gurugram - 122016, Haryana

T +91 124 458 7000
www.igtsolutions.com
mktg@igtsolutions.com

CIN U72300PN1998PTC187929



By accepting this offer, you consent to providing your Aadhar Card for the purposes of a) authentication; b) providing you with statutory dues like provident fund etc; b) proof of address, if applicable and c) background checks through Company personnel or third party vendor. In case you are unable to provide Aadhar card, you will immediately inform us the reason for the same.

Your appointment will be based on the following terms and conditions:

1. Appointment: You will be designated as **Software Engineer** with effect from **9/02/2026**. You will report to the Onkar Ghunake aligned and/or such other person as may be notified, from time to time, in writing to you by the Company. Your appointment is subject to your being found medically fit and a satisfactory verification of your qualification and references.

2. Compensation: Your role is currently positioned in Band **1B** and your monthly compensation and other benefits will be as specified in **Annexure 'A'**. You shall adhere to all policies framed by the Company and as amended from time to time. The salary shall be payable on a monthly basis in arrears on or about the last working day of each calendar month and not later than 10th day of the succeeding calendar month.

Further, all income tax and all other applicable taxes liabilities arising out of payments received by you by way of remuneration as stated in this section, present or future, shall be borne by you. The Company shall also be liable to make relevant/ statutory deductions from your monthly compensation as and when there is a change/ amendment of the statute as may be notified to you from time to time.

The compensation paid to you takes into consideration the status and responsibilities of the appointment and as such, you will not be entitled to any other payment by way of overtime or any other allowances unless it has been notified to you in writing.

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By accepting this offer, you authorize the Company to deduct from your remuneration (including salary, salary in lieu of notice, holiday pay and sick pay, etc), in the event of termination of employment or on you resigning, all debts owed by you to the Company or any of its group companies or any fine imposed by the Company as a discretionary penalty pursuant to the Company's disciplinary/ code of conduct procedure.

3. Notice Period and Termination: Subject to your successful completion of the Probation period, your employment may be terminated by either party by giving not less than **90 days** notice in writing to the other at any time.

Should you desire to resign from the Company, you shall communicate to the Company in writing and shall serve a notice of **3 months** commencing from the date of your resignation. In case you are not able to serve the required notice period, you may choose to make payment in lieu thereof. However, such waiver of the required notice period shall be subject to the Company's sole discretion. In case of any pending or contemplated disciplinary proceedings against you, the Company shall have the right to not accept your resignation.

Subject to acceptance of your resignation by the Company, you shall, make yourself available during all office hours, for such period from the date of tendering your resignation, as maybe required by the Company, at its discretion in order to ensure business as usual and smooth transition. Notwithstanding anything contained in this section, your resignation shall be subject to its acceptance by the Company (provided such approval is not unreasonably withheld) and on completion of the work assigned to you (including handing over of your tasks) and on fulfilling of all of your duties towards your service of employment.

Without prejudice to the above, the Company may in its sole discretion terminate your employment at any time with immediate effect by giving you written notice and paying you one month's gross salary in lieu of notice. No reciprocal right is available to you on account of the nature of the duties assigned to you.

The Company may at its sole discretion relieve you of all or any of your duties anytime during your notice period. In exercising this right, the Company will be under no obligation to assign any duties to you and may require you not to attend office and/ or speak to, contact or otherwise communicate or engage with any employees of the Company.

The Company may at your request, but at its sole discretion relieve you of your duties before the completion of your notice period. If the Company grants such a request, it will be without further payment of salary in lieu of the unexpired part of your notice period.

Your employment may be terminated by the Company without notice or pay in lieu of notice if you commit an act of gross misconduct or other fundamental breach of this Offer of Employment and Appointment Letter. Any delay by the Company in exercising its rights under this clause shall not constitute a waiver of those rights.

You shall be liable to pay the damages to the Company, in case you fail to serve the requisite notice to the Company, which shall be in addition to the recovery of gross salary of deficient notice period stipulated above. Further, you shall not be relieved from contractual notice period, unless expressly relieved in writing.

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You will also cooperate fully with the Company in connection with any threat of or actual legal proceeding against the Company or any customer arising out of any matter with or of which you had contact or knowledge during my Employment.

4. Retirement: You shall retire upon attaining such retirement age as may be determined by the Company as per its policies from time to time. Upon such retirement, you shall cease to be an employee of the Company. The Company may, however, at its sole discretion, choose to extend the term of your employment for such further period as it may deem fit.

5. Location/Domicile: You will initially be posted in Weikfield IT-Citi Infopark, 6th Floor, Unit No. 601 & 602, Survey No. 30/3, 31/1 & 2A, Village Vadgaonsheri, Nagar Road, Viman Nagar, Taluka Haveli, Pune - 411014, India. However, the Company may, at any time, at its sole discretion, transfer/second and/or depute you from one place to another anywhere in India or abroad and/or from one department to another and/or from one division to another and / or to any of its affiliates, associates, subsidiaries, group companies or customers or other concern in which the Company may be having any interest whether existing or which may arise in future.

It is a condition to your employment that you will comply with any such requirements of the Company. The transfer will not deem to constitute a change in your conditions of service.

Your place of work shall change in case of any relocation of the Company's offices, for which you shall not be entitled to any additional compensation.

6. Company Policies: During the course of your employment with the Company, you shall be required to keep yourself informed, updated and comply with, all the policies and procedures of the Company in force and as may be amended from time to time and as applicable to you. Such policies and procedures of the Company shall be deemed to be a part of your Offer of Employment and Appointment Letter and terms and conditions of employment. The Company shall not be responsible for any damage/loss of any nature whatsoever accruing to you, owing to you not being aware of and/or updated with any such Company's policies and amendments thereto.

7. Role & Responsibility: Your responsibilities and duties will be shared with you on your joining the Company and you would be expected to discharge your duties accordingly. However, in addition to your usual duties, you may be required to discharge and perform any additional responsibility or work that may be entrusted and assigned to you by the Company. During the course of your employment with the Company, the Company shall be entitled to change your designation and / or reporting structure. You will also be responsible for the effective functioning of the staff or employees, if any, under your supervision.

Further, given the operations of the business process outsourcing industry, you may be required to extend your normal work shift to cater to the exigencies of the work. By accepting the terms and conditions set out in this Offer of Employment and Appointment Letter, it is implied that you are willing to abide by the requirements of the role and position offered to you by the Company.



8. Confidentiality: You will maintain, at all times, strict confidentiality as regards all matters concerning the Company and will not divulge any information regarding the Company to any third party, without the prior written consent of the Company. In addition to the provisions of this section, your confidentiality obligations towards the Company shall be governed by the terms and conditions of the Proprietary Information and Non-Disclosure Agreement, attached hereto as **Annexure 'B'**, which shall be considered as an integral part of this Offer of Employment and Appointment Letter. In the event of any conflict, in respect of any confidentiality related provisions, between the contents of this Offer of Employment and Appointment Letter and the Proprietary Information and Non-Disclosure Agreement, the provisions of the Proprietary Information and Non-Disclosure Agreement shall take precedence.

9. Veracity of Particulars Submitted: It is understood that this employment is being offered to you on the basis of the particulars submitted by you in your application for employment under the Company. However, if at any time it should emerge that the particulars furnished by you as part of the joining formalities, are false, incorrect or inaccurate; or if any material or relevant information has been suppressed or concealed; if you are engaged in any fraudulent activity or misconduct; or if your performance is not up to the expected standard; your appointment will be considered ineffective and irregular and would be liable to be terminated by the Company forthwith without notice or salary in lieu thereof. This will be without prejudice to the other rights of the Company including taking disciplinary action against you for the same.

10. Exclusivity: During the period of your employment with the Company, you shall work exclusively for the Company and not secure any other job either for remuneration or on honorary basis, without the prior written consent of the Company.

11. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter, under any circumstances, directly or indirectly entice or solicit the Company's and/ or any of its subsidiaries' and / or affiliates' personnel to leave the employment of the Company and/ or any of its subsidiaries and / or affiliates or apply for employment with any third party or encourage such personnel of the Company to take any action or inaction that may adversely impact the performance by the Company of its obligations under this Letter and / or any other contract or adversely impact the ability of the Company to carry out its normal business activities. You further agree that you shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the Company, or with those customers of the Company with whom you had any contact, during your employment with the Company and for a period of one year after your employment ceases with the Company.

12. Post-Employment Restriction regarding Customers: You acknowledge that because of the nature of your work for the Company, your solicitation or serving of certain customer(s) related to your work for the Company would necessarily involve the unauthorized use or disclosure of confidential information and proprietary relationships and goodwill of the Company and its Group, and, in the case of your serving of certain customer(s), could compromise the full compliance of the Company with the applicable laws, rules and regulations of a India regulatory body or U.S. or other independence-related requirement of a regulatory body. Accordingly, for a period of one year following the termination of your employment for any reason, you will not, directly or indirectly, solicit or provide services to any customer or prospective customer(s) of the Company to which you had provided (or participated in a proposal to provide) services during the two-year period prior to termination of your employment.



13. Exceptions to Post-Employment Restriction regarding Customers: You understand that the obligations of Section 13 above, will not apply for a period of three (3) years after your start date of your new employment with the customer(s) and/or certain specified kinds of services rendered to such customer(s) who are personal customer(s) of yours who came to the Company solely to avail certain specified kinds of services rendered by you and only as a result of your own independent recruitment efforts, which the Company neither subsidized nor otherwise financially supported as part of a program of customer(s) development.

14. Future Employment with Customers: Except as otherwise provided herein, you understand that you are not prohibited from accepting employment with a customer (or an affiliate of such customer(s)) of the Company. Before entering into substantive discussions with a customer(s) regarding any employment opportunity, you acknowledge and agree that during your employment and for one year thereafter, you must first notify the Company and obtain prior written approval from Company.

You acknowledge and understand that it is the intent of the Company to interpret and apply this provision (a) in an effort to ensure the full compliance of the Company entities applicable India and U.S. laws, rules and regulations; (b) to serve the public interest; and (c) to protect the legitimate interests of the Company entities or their respective customer(s) under applicable India or U.S. laws, rules and regulations in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to you and your interests in future employment with a customer(s). Further, you acknowledge and agree that because of, among other things, the importance of the Company entities, such approval may be withheld by the Company in the event that your employment with a customer(s) would, in the view of Company, be inconsistent with applicable laws, rules and regulations or jeopardize the Company with respect to such customer(s).

15. Variable Pay as applicable: As per provisions of the system to assess the performance as adopted by the Company, every year you shall be entitled to achieve a variable performance pay, which will be calculated on a yearly basis on the number of days worked during the period 1st April to 31st March of the fiscal year, for the amount specified in **Annexure 'A'**. The amount will be determined as per the Company's performance and your individual performance every year. The variable performance pay is generally paid along with the salary for the month of June, however, the Company reserves the right to alter the date of such disbursement and you shall be notified regarding the same accordingly. You are entitled to the aforesaid variable performance pay for that fiscal year only if you are an active employee of the Company on the 31st March of that year.

16. Personal Particulars: You shall be obligated to keep the Company informed of your latest postal address and other contact details at all times and you shall notify the Company in writing in case of change of such address or contact details. Any communication sent to you by the Company on your last known address (per the Company's records) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

17. Training: During the course of your employment with the Company, you may be required to undergo specialized training(s) / workshop(s) / skill and / or knowledge enhancement / developmental program to enable you to effectively discharge your current and/ or new responsibility assigned to you. In such cases, the Company may propose that an agreement, in the form and manner acceptable to the Company be entered into between you and the Company.



Such agreement shall primarily intend to offset the expenses incurred by the Company towards your specialized training / skill and / or knowledge enhancement. In the event that such an agreement is executed between you and the Company, you shall be governed by the terms and conditions of such agreement. Such agreement shall be considered as an integral part of this Offer of Employment and Appointment Letter. In the event of any conflict in respect of any provisions between the contents of this Offer of Employment and Appointment Letter and such agreement, the provisions of the agreement shall take precedence.

Further, given the specific nature of the business process outsourcing industry, the Company may, at its discretion or at the request of its customer(s), require you to undergo and successfully clear any pre-process training(s) and/or tests, and assess your performance post training, on the parameters as defined by the Company and/or such customer. You would be required to attend all the training sessions diligently, without any leave(s) (unless such leave is sanctioned by the reporting authority) and successfully clear all such tests and examinations in line with the norms laid down by the Company, failing which, you will not be allowed to start any work on any of the Company's work processes and the Company shall be entitled to terminate your appointment forthwith.

18. Jurisdiction: Any dispute of whatsoever nature between you and the Company shall be subject to the exclusive jurisdiction of courts of Gurugram, Haryana only, whether they be civil courts, labour courts, industrial tribunals or any other courts or authority of whatsoever nature.

19. Equitable Relief and Attorney's Fees. You acknowledge and agree that a breach of this Offer of Employment and Appointment Letter including, but not limited to, a breach of your duties and obligations under the terms and conditions as agreed in all Sections and Annexures hereunder, would cause irreparable harm to the Company and that, in addition to other remedies, the Company on behalf of itself and other Group entities is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. You also acknowledge that, to the extent permitted by law, the Company will be entitled to the payment of the reasonable costs and attorney's fees incurred in enforcing this Offer and Employment and Appointment Letter. You also acknowledge that, to the extent permitted by law, the Company may request that a court extend the one year period following the termination of your Offer of Employment and Appointment Letter, as provided in Sections 13 and 15, to correspond with the period that you had participated in activities prohibited by Sections 13 and 15.

20. Liquidated Damages: You agree that in the event of a breach under Sections 12, 13 and 15, the Company shall be entitled to receive, as liquidated damages, payment from you an amount equal to your annual compensation, inclusive of overtime, bonuses, and sales incentives, received by you and any person who leaves the Company in connection with your breach over his or her last twelve months while with the Company. Such amount shall be paid within thirty (30) days from the mailing of a written notice to you advising of the amount due.

21. Medical Fitness: Your appointment and its continuation is subject to your being medically fit and the Company reserves its right to ask you to undergo appropriate medical examination, as and when deemed necessary, by a medical professional designated by the Company.



22. Borrowings/ Accepting Gifts: You shall not borrow or accept any money, facilitations, gift, reward, or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/ vendor or customer(s) with whom you may be having official dealings.

23. Amendment: Any amendment or modification to this Offer of Employment and Appointment Letter shall be made in writing and signed by both parties.

24. Severability: It may be noted that in the event any one or more provisions of this Offer of Employment and Appointment Letter is, for any reason, held to be invalid, void or unenforceable by any court or governmental agency, the remaining provisions of this Offer of Employment and Appointment Letter shall remain in full force and effect. The invalid and unenforceable provision shall survive to the extent not so held. Kindly sign and return a copy of this Offer of Employment and Appointment Letter to the under-signed as a token of your acceptance of the above terms. Please note that if you do not return the duplicate copy of this Offer of Employment and Appointment Letter (duly signed by you) and if you do not report for work on or before the date specified above, it shall be deemed that you are not interested in this Offer of Employment and the same shall automatically stand withdrawn with effect from the said date.

Wishing you every success in this assignment!

Yours Sincerely,

For and behalf of,
IGT Solutions Private Limited

A handwritten signature in black ink, appearing to read 'Ruchika Saim', is written over a horizontal line.

Ruchika Saim
Senior Manager

cc: Personal file

Agreed and Accepted

I have carefully reviewed and considered the aforesaid contents of this Offer of Employment and Appointment Letter including the terms and conditions contained herein and have fully understood, acknowledge and agree with the same. I hereby accept the terms and conditions stated hereinabove.

Name: Mayuri Waghmode

Dated:

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Unit No. 1, Ground Floor, A Wing
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Annexure 'A'

(Monthly compensation and other benefits)

Your Annual CTC is Rs. 850,000.00 for which the monthly calculation is given below:

COMPONENT	MONTHLY (IN RS.)	ANNUAL (IN RS.)	REMARKS
PAYROLL			
Basic	30,000.00	360,000.00	
HRA	15,000.00	180,000.00	
Special Allowance	15,467.00	185,604.00	
Rare Skill Allowance	0.00	0.00	
Ex Gratia (Statutory Bonus)	0.00	0.00	
FLEXIBLE BASKET			
Mobile/Landline Reimbursement	1,500.00	18,000.00	Paid Monthly/Unclaimed amount would be paid as a taxable allowance at the end of financial year.
Food Coupons	0.00	0.00	Paid Monthly/Unclaimed amount would be paid as a taxable allowance at the end of financial year.
Car Fuel & Car Maintt.	0.00	0.00	Paid Monthly/Unclaimed amount would be paid as a taxable allowance at the end of financial year.
Driver's Salary	0.00	0.00	Paid Monthly/Unclaimed amount would be paid as a taxable allowance at the end of financial year.
LTA	0.00	0.00	Employee who have completed a minimum of 1 year of service in the company as on April every year would be eligible to opt for LTA under Flexi Basket.
OTHERS			
Provident Fund	3,600.00	43,200.00	
Gratuity	1,442.00	17,304.00	

ESIC	0.00	0.00	
Mediclaime	282.00	3,386.00	Self. Spouse & 2 Children
VARIABLES			
Variable Pay (VP)	3,542.00	42,504.00	Paid Annually
Total Salary	70,833.00	850,000.00	

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Annexure 'B'
Proprietary Information and Non-Disclosure Agreement

28/01/2026

To

Candidate ID: 59941
Mayuri Waghmode
Waghmode Galli, near Ambedkar chowk, Tal-Hatkanangale, Dist- Kolhapur, Pin Code- 416116, Maharashtra
Waghmode Galli, near Ambedkar chowk, Tal-Hatkanangale, Dist- Kolhapur, Pin Code- 416116, Maharashtra

Dear Mayuri,

Subject: Proprietary information, inventions, non-competition and non-solicitation Agreement ("Agreement").

We refer to your offer of employment and appointment letter dated **28/01/2026 ("Appointment Letter")**. Please treat the contents of this Agreement as part and parcel of the said Appointment Letter, whereby the contents of this Agreement are incorporated into the Appointment Letter. In the event of any conflict between the contents and effect of this Agreement and the Appointment Letter, the contents of this Agreement shall take precedence.

This Agreement is made in consideration of your employment with IGT Solutions Private Limited or its subsidiaries or

affiliates (the “**Company**”), and the compensation hereafter paid to you.

You hereby agree to abide by the following:

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1. NON-DISCLOSURE

1.1 Recognition of Company's Rights - Nondisclosure. At all times during your employment and thereafter, you will hold in strictest confidence and will not disclose, use, copy, transmit, lecture upon, or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with your work for the Company, or unless an officer of the Company expressly authorizes such in writing. You will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to your work in the Company and/or incorporates any Proprietary Information.

You hereby assign to the Company all rights you may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term “**Proprietary Information**” shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, whether in paper, electronic, or other form.

By way of illustration but not limitation, “Proprietary Information” includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as “**Inventions**”); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information concerning the manner and details of Company's operation, organization and management; the identities of Company's customers and the specific individual customer representatives with whom Company works; the details of Company's relationship with such customers and customer representatives; the identities of distributors, contractors and vendors utilized in Company's business; the details of Company's relationships with such distributors, contractors and vendors; the nature of fees and charges made to Company's customers; nonpublic forms, contracts and other documents used in Company's business; all information concerning Company's employees, agents and contractors, including without limitation such persons' compensation, benefits, skills, abilities, experience, knowledge and shortcomings, if any; the nature and content of computer software used in Company's business, whether proprietary to Company or used by Company under license from a third party; and all other information concerning Company's concepts, prospects, customers, employees, agents, contractors, earnings, products, services, equipment, systems, and/or prospective and executed contracts and other business arrangements. Notwithstanding the foregoing, it is understood that, at all such times, you are free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and is known to you through your own, skill, knowledge, know-how and experience to whatever extent and in whichever way you wish.



1.3 Personal Data. In addition to the Proprietary Information, during your employment and association with the Company you may be provided with or come in contact with or create certain personal information, personal identifiable information, sensitive personal data (collectively referred to as “**Personal Data**”). For the purpose of this Agreement, personal information, personal identifiable information, sensitive personal data shall have the same meaning as in Regulation (EU) 2016/679 – General Data Protection Regulation (“**GDPR**”) and any other applicable laws. You shall use the Proprietary Information and Personal Data received, at any time, solely in respect of your duties as part of your employment and association with Company and in compliance with all applicable laws, including without limitation the GDPR provisions. You shall comply with the Company policies pertaining to the GDPR provisions including without limitation the Binding Corporate Rules published on the Company’s intranet. You shall not make any copies, in whole or in part, machine readable or otherwise, of the Proprietary Information and Personal Data except for copies that need to be made strictly in respect of your duties as part of your employment and association with Company. You shall, at the request of Company at any time, promptly return to Company, all tangible forms of Proprietary Information and Personal Data including any and all copies and partial copies thereof, whether machine readable or otherwise. You shall process Proprietary Information and Personal Data only as instructed by the Company. Except as may be expressly provided herein, you shall, at no time, whether during your employment or association with Company or after its termination or expiry, as the case may be, disclose any Proprietary Information and Personal Data in whole or in part to any third party.

1.4 Third Party Information. In addition, you understand that the Company has received and in the future will receive from third parties confidential or proprietary information (“**Third Party Information**”) subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of your employment and thereafter, you will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with you work for the Company, Third Party Information unless expressly permitted by a duly authorized officer of the Company in writing.

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

2. ASSIGNMENT OF INVENTIONS

2.1 Proprietary Rights. The term “**Proprietary Rights**” shall mean (i) all trade secrets, inventions, discoveries, innovations, any copyright (including copyright in computer software), database rights, rights in inventions, patents, trade or service marks, mask work, brands, logos, slogans trade names, design rights, semi-conductor topography rights, trade secrets, in each case whether registered or unregistered; and (ii) all other industrial or intellectual property rights of whatever nature existing anywhere in the world, in each case whether registered or unregistered;

and (iii) applications for registrations and the rights to apply for registration for any of the interests in (i) and (ii) above; together with and including all available renewals and extensions and other intellectual property rights throughout the world.

Registered Office
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Maharashtra, 411014

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2.2 Prior Inventions. Inventions, if any, patented or unpatented, which you had made prior to the commencement of your employment with the Company, are excluded from the scope of this Agreement. To preclude any possible uncertainty, you have set forth on Attachment 1 (Previous Inventions) attached hereto a complete list of all Inventions that you have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of your employment with the Company, that you consider to be your property or the property of third parties and that you wish to have it excluded from the scope of this Agreement (collectively referred to as **"Prior Inventions"**). If disclosure of any such Prior Inventions would cause you to violate any prior confidentiality agreement and you understand that you should not disclose to list of such Prior Inventions in Attachment 1, but can alternatively only disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on Attachment 1 for such purpose.

If no such disclosure is attached, you represent that there are no Prior Inventions. If, in the course of your employment with the Company, you incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, you agree that you will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Intellectual property creation and ownership. You hereby warrant and agree that all Proprietary Rights, in (i) any existing, current or future projects; and (ii) any generally existing Company's intellectual property, shall be the property of the Company or any one of its nominees as and when developed. You hereby assign to the Company, with full title guarantee, all Proprietary Rights and all other right, title and interest over all current, existing or future projects (by way of future assignment in respect of any future rights and by immediate assignment of any rights currently in existence) for the full duration of such rights, throughout the world.

2.4 Ownership of Inventions IPR and Patents. You acknowledge that you are under a contract of employment with the Company and that the Company is the first owner of all Proprietary Rights, inventions and patents you make in the course of your employment with the Company. To confirm this ownership, you hereby assign/ transfer to the Company your entire right, title and interest throughout the world, in and to any such creation of Proprietary Rights inventions, as well as your entire right, title and interest in and to any patent applications which may be filed with respect to such inventions anywhere in the world, and any and all patents which may be issued or re-issued for such inventions during the course of your employment with the Company. You agree that the Company has the right to keep detailed records of when Proprietary Rights are created by or on behalf of the Company and you shall disclose promptly to your supervisor, all trade secrets, confidential information, inventions, designs, copyrightable works and trademarks and all other matters which taken together, either by yourself or in cooperation with others, during the course of your employment with the Company. You agree to keep written or electronic records of the Proprietary

Rights created by yourself in the course of employment with the Company and you acknowledge that such records are the property of the Company.

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2.5 Assignment of Inventions. Subject to Sections 2.8, and 2.10 herein below, you hereby assign and agree to assign and transfer in future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all your rights, title and interests in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registered under copyright or similar statutes, made or conceived or reduced to practice or learned by you, either alone or jointly with others, during the period of your employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as **“Company Inventions”**.

2.6 Non-assignable Inventions. You recognize that, in the event of a specifically applicable law, regulation, rule, or public policy (**“Specific Inventions Law”**), this Agreement will not be deemed to require assignment of any invention which qualifies fully for protection under a specific inventions law by virtue of the fact that any such invention was, for example, developed entirely on your own time without using the Company’s equipment, supplies, facilities, or trade secrets and neither related to the Company’s actual or anticipated business, research or development, nor resulted from work performed by you/ by your team for the Company. In the absence of a specific inventions law, the preceding sentence will not apply.

2.7 Obligation to Keep Company Informed. During the period of your employment and for the next six months after the last day of your employment with the Company, you will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by yourself, either alone or jointly with others. In addition, you will promptly disclose to the Company all patent applications filed by you or on your behalf within eighteen months after termination of employment. At the time of each such disclosure, you will advise the Company in writing of any Inventions that you believe fully qualify for protection under the provisions of a specific inventions law; and you will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use the information for any purpose or disclose to any third parties without your consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under a specific inventions law. You will preserve the confidentiality of any Invention that does not fully qualify for protection under a specific inventions law.

2.8 Government or Third Party. You also agree to assign all your rights, title and interests in and to any particular Invention to a third party, as directed by the Company.

2.9 Works for Hire. You acknowledge that all original works of authorship which are/ were made by you (solely or jointly with others) within the scope of your employment and which are protectable by copyright are “works made for hire,” including pursuant to United States Copyright Act (17 U.S.C., Section 101) and/ or applicable law.

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2.10 Enforcement of Proprietary Rights. You will assist the Company in every proper way to obtain, and from time to time enforce, Proprietary Rights relating to Company Inventions in any and all countries. To that extent, you will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, you will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. Your obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of your employment, but the Company shall compensate you at a reasonable rate after your termination for the time actually spent by you at the Company's request on such assistance as may be agreed with the Company.

In the event the Company is unable for any reason, after reasonable effort, to secure your signature on any document(s) needed in connection with the actions specified in the preceding paragraph, you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agent and attorney in fact, which appointment is coupled with an interest, to act for and in your behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by yourself. You hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which you now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

2.11 Confirmatory Assignment for other parts of the World. You agree to execute any further assignments, applications or other documents as requested by the Company, its successors, assigns or legal representatives, to obtain any

and all copyright registrations or patents for the inventions and transfer or record the transfer of their ownership to the Company, its successors, assigns or legal representatives.

You hereby warrant that any and all intellectual property and Proprietary Rights arising out of or relation to this employment will belong to the Company at all times, and where necessary shall be assigned to and vest in the Company solely and you shall have no title right or interest whether legal or beneficial in or to any such Intellectual Property or Proprietary Rights.

3. NO CONFLICTS OR SOLICITATION

You acknowledge that during your employment, you will have access to and knowledge of Proprietary Information. You also acknowledge that during your employment with the Company, you have held and/or will hold a management or executive position or will be an assistant to a manager or executive. You also acknowledge that: (i) unauthorized disclosure of Proprietary Information will damage Company's business; (ii) Proprietary Information would be susceptible to immediate competitive application by a competitor of Company; (iii) Company's business is substantially dependent on access to and the continuing secrecy of Proprietary Information; (iv) Proprietary Information is novel, unique to Company and known only to yourself, Company and certain key employees and contractors of Company; and (v) the restrictions contained in this Agreement are reasonable and necessary for the protection of Company's legitimate business interests. To protect the Company's Proprietary Information, you agree that during the period of your employment with the Company, you will not, without the Company's express written consent, engage in any other employment or business activity directly related to the business in which the Company

is now involved or becomes involved, nor will you engage in any other activities which conflict with your obligations to the Company.

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To protect the Company's Proprietary Information, and because of the position in the Company that you will hold, you agree that during your employment with the Company, whether full-time or part-time, and after your last day of employment with the Company and thereafter, you will not (a) directly or indirectly solicit or induce any employee, agent, or contractor of the Company to terminate or negatively alter his or her relationship with the Company or (b) directly or indirectly solicit the business of any customer(s) of the Company (other than on behalf of the Company), or (c) directly or indirectly induce any customer, supplier, vendor, consultant or independent contractor of the Company to terminate or negatively alter his, her or its relationship with the Company. You agree that the geographic scope of the non-solicitation should include the "Restricted Territory" (as defined below).

If any restriction set forth in this Section 3 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

4. COVENANT NOT TO COMPETE You acknowledge that during your employment, you will have access to and knowledge of Proprietary Information. You also acknowledge that during your employment with the Company, you may hold a management or executive position or will be, an assistant to a manager or executive, or otherwise have unique access to technology or business processes or systems of the Company.

To protect the Company's Proprietary Information, and because of the position in the Company that you will hold, you agree that during your employment with the Company, whether full-time or part-time, and for a period of three months / or the notice period as detailed in the Appointment Letter, after you written notice of resignation to the Company, you will not directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director, owner, investor, advisor, or otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of, any person, firm, corporation or business that engages in a "Restricted Business" in a "Restricted Territory" (as defined below).

4.1 Reasonable. You agree and acknowledge that while employed by Company, you will have access to substantial and unique trade information that would be valuable or useful to Company's competitors and that you will also have access to Company's valuable customer relationships, and therefore acknowledges that the foregoing restrictions on your future employment and business activities are fair and reasonable. You acknowledge and are prepared for the possibility that your standard of living may be reduced during the period that you are restricted from engaging in certain activities, as described herein, and assume and accept any risk associated with that possibility, and further acknowledge that any such drop in your standard of living does not constitute undue hardship. You also acknowledge and agree that this paragraph is reasonably necessary for the protection of Company's legitimate business interests and Proprietary Information as defined in paragraph 1.2 herein, that through your employment, you shall receive adequate consideration for any loss of opportunity associated with the provisions herein, and that these provisions provide a reasonable way of protecting Company's valuable information, which will be imparted to you. If any

restriction set forth in this Section 4 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

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4.2 As used herein, the terms:

(i) **“Restricted Business”** shall mean the Company’s core business, which consists of (a) integrated Information Technology Solutions (IT), (b) Business Process Outsourcing (BPO) and (c) Consulting Services offerings across the Travel domain. The Company provides unique domain and operational expertise to deliver solutions and services to airlines, travel distribution providers and large travel agencies.

(ii) **“Restricted Territory”** shall mean any country in which the Company conducts business and any other country, city, state, jurisdiction, or territory in which the Company does business.

5. DUTY OF CONFIDENTIALITY

It is a condition of the your employment with the Company that you will not, during the course of your employment with the Company (except in the proper course of duties) or thereafter on leaving employment, discuss or use for your own benefit or the benefit of any third party, any information of a secret or confidential nature, Proprietary Information or Personal Data acquired during the period of employment and relating to the trade or business of the Company.

For avoidance of doubt, the following is a non-exhaustive list of matters which are considered confidential in relation to the Company:

- Any trade secrets of the Company;
- Delivery model of the Company;
- Business processes and working strategies or any project related or customer related information;
- Any software that the Company has developed, has used or is in the process of using and any customer related software or data;
- Any information in respect of which the Company is bound by an obligation of confidence to any third party;
- Marketing strategies and plans, business plans and proposals;
- Customer lists and details of contacts with or requirements of customers;
- Information which has been supplied in confidence by customers or suppliers to the Company, or to customers or suppliers by the Company;
- Any intellectual property rights (“IPR”) as defined above, plus any invention, technical data or know-how of the Company or any of its customers; and
- Any information made available to you which is identified as being of a confidential nature or by its very nature

would be considered so by any reasonable person.

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6. PROPRIETARY RIGHTS INDEMNITY

You hereby confirm that you have not committed any copyright infringement or other breach of third party rights, and shall at all times prevent the unauthorized use of computer programs or the data belonging to third parties, copy any computer program or data on your computer system without the express prior written authorization of the Company. Further, all work performed and Proprietary Rights created will not include any (i) any third party software; or (ii) open source software, except where:

1. Any such material is expressly identified and listed and fully documented and presented to the Company by way of full disclosure and all details including license terms and rationale for their use together with such additional information as the Company may request; and
2. The Company has given its prior written consent to the use of such IPR or any other material.

Without prejudice to any other rights or remedies the Company may have, you shall indemnify, keep indemnified and hold harmless the Company against any and all losses arising out of or in connection with (i) any breach of any warranty/ies; and/or (ii) any claim for actual or alleged infringement of a third party's IPR arising out of or in connection with the duties or jobs undertaken by you.

In addition to the indemnity provided above, if any third party makes a claim or notifies an intention to make a claim that in respect of any IPR infringement or if you, otherwise become aware of a possible claim, then you will be under an immediate obligation to notify the Company.

7. WAIVER OF MORAL RIGHTS

You hereby waive, as against the Company, its successors, assigns and licensees, all moral rights which you have or have acquired in respect of the copyrighted works. You further agree that if required, you shall enforce your moral rights as against others as directed by and at the cost of the Company or its successor-in-title of the copyright in the works.

8. RECORDS

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

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9. NO CONFLICTING OBLIGATION

You represent that your performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by you in confidence or in trust prior to your employment by the Company. You have not entered into, and you agree, you will not enter into, any agreement either written or oral in conflict herewith.

10. RETURN OF COMPANY MATERIALS

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

11. LEGAL AND EQUITABLE REMEDIES

Because your services are personal and unique and because you may have access to and become acquainted with the Proprietary Information of the Company, you acknowledge that if you breach any obligation under this Agreement, Company may suffer immediate and irreparable harm and damage for which money alone cannot fully compensate Company. You therefore agree that upon such breach or threatened breach of any obligation under this Agreement, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

12. NOTICES

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

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In case of Employee: The notices should be sent to you at your personal address as per the Company's records which is as follows:

Mayuri Waghamode

Waghmode Galli, near Ambedkar chowk, Tal-Hatkanangale, Dist- Kolhapur, Pin Code- 416116, Maharashtra

Waghmode Galli, near Ambedkar chowk, Tal-Hatkanangale, Dist- Kolhapur, Pin Code- 416116, Maharashtra

In case of the Company: At the following address:

HR Department IGT Solutions Private Limited

Echelon Building, Plot No. 49,

Sector – 32, Gurgaon – 122001, Haryana, India

With a copy to:

Legal Department IGT Solutions Private Limited

Echelon Building, Plot No. 49,

Sector – 32, Gurgaon – 122001, Haryana, India

13. NOTIFICATION OF NEW EMPLOYER

In the event that you leave the employment of the Company, you hereby consent to notify your new employer of your rights, obligations and restrictions under this Agreement.

14. GENERAL PROVISIONS

14.1 Governing Law; Consent to Personal Jurisdiction and Exclusive Forum. This Agreement will be governed by and construed according to the laws of the India. You agree and acknowledge that any controversy arising out of or relating to this Agreement or the breach thereof, or any claim or action to enforce this Agreement or portion thereof, or any controversy or claim requiring interpretation of this Agreement must be brought in legal jurisdiction of Gurugram, Haryana. No such action may be brought in any forum outside the Gurugram, Haryana.

Any action brought in contravention of this paragraph by one party is subject to dismissal at any time and at any stage of the proceedings by the other, and no action taken by the other in defending, counter claiming or appealing shall be construed as a waiver of this right to immediate dismissal. A party bringing an action in contravention of this paragraph shall be liable to the other party for the costs, expenses and attorney's fees incurred in successfully dismissing the action or successfully transferring the action to the judicial courts located in the country of your employment.



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

14.3 Successors and Assigns. This Agreement will be binding upon your heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

14.4 Survival. The provisions of this Agreement shall survive the termination of your employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

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

14.6 ACKNOWLEDGEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

14.7 Entire Agreement. The obligations pursuant to Sections 1 through 8 (including all subparts) of this Agreement shall be applicable at all times including during the period of your employment with the Company as a consultant/employee if no other agreement governs non-disclosure and assignment of inventions during such period and thereafter. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in your duties, salary or compensation will not affect the validity or scope of this Agreement.



This Agreement shall be effective as of the first day of your employment with the Company, namely: **IGT Solutions Private Limited.**

Yours Sincerely,

For and on behalf of

IGT Solutions Private Limited

A handwritten signature in dark ink, appearing to read 'Ruchika Saim', with a horizontal line underneath.

Ruchika Saim
Senior Manager

Agreed and Accepted

I have been offered to seek independent legal advice before completing this Agreement. I have read this Agreement carefully and have fully understood the terms and conditions. I hereby accept the terms and conditions stated hereinabove and agree to the same being incorporated as part and parcel of my Appointment Letter dated 28/01/2026.

Name: Mayuri Waghmode

Date:

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Maharashtra, 411014

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