

Letter of Appointment

This Letter of Appointment is made on 06th March 2023:

- (A) **CP360 INDIA PVT. LTD.**, having its Corporate Office at **Plot 108, Udyog Vihar Phase 1, Sector 20, Gurugram, Haryana - 122018** (hereinafter referred to as "**Contact Point 360**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its administrators, successors and permitted assigns) acting through its authorized signatory NAME,

AND

- (B) **"Rishabh Kaushik", C-106, Shikhar Enclave, Sector-15, Vasundhara, Ghaziabad, UP - 201012**, citizen of India residing at: (hereinafter referred to as "**you**" or "**your**").

The Company hereby appoints the Employee as a **Senior Frontend Developer on 06th March 2023** (original Date of Joining was on **05th Dec 2022**) and the Employee accepts such appointment, upon the terms and subject to the conditions hereinafter appearing.

In consideration of the mutual promises, undertakings, covenants and agreements contained hereinafter, IT IS HEREBY AGREED as follows:

1. INTRODUCTION

1.1 This Agreement and its schedules constitute your contract of employment with Contact Point 360 and incorporate a statement of terms and conditions thereof. In the event of any inconsistency between the terms of this Agreement and any terms under which you were previously engaged by Contact Point 360 or otherwise, this Agreement shall take priority.

1.2 You should retain this Agreement and you are asked to sign the enclosed copy to confirm receipt and acceptance of the terms and conditions of your employment. You should then return one copy, which will be kept in your personnel file.

1.3 This Agreement supersedes any previous agreement whether verbal or written given to you at any time by Contact Point 360.

1.4 Your first 3 months of employment (starting on your date of commencement) will constitute your probationary period. During the probationary period, you will be working with Contact Point 360 on a trial basis to determine your fitness for regularization. Conversion to regular status shall be primarily conditioned and dependent upon: (a) satisfactory service and performance of the work assigned to you; (b) punctuality; (c) regular attendance; (d) strict compliance with Contact Point 360's rules and regulations; (e) ability to work well with co-employees; (f) professional conduct;

CP360 INDIA PVT. LTD.

Plot 108, Udyog Vihar Phase 1, Sector 20, Gurugram, Haryana 122018

(g) Standards made known to the employee verbally at the time of engagement; and (h) other Contact Point 360 standards. It is within the exclusive discretion of Contact Point 360 to determine whether or not you satisfactorily complied with the standards for regularization, in order to gauge your suitability for regularization.

1.5 During this period, at least one review of your performance and conduct will take place. Contact Point 360 can terminate your employment any time during this probationary period, with 7 days of prior notice. However, Contact Point 360 may extend your term of probation for a further period of 3 months, if it believes that your performance is not up to Contact Point 360's expectation, but it is reasonably possible that your performance will improve in the near future. At any time during the entire probationary period, you may be terminated without reference to any disciplinary procedure when Contact Point 360 has determined that you have failed to meet the standards of organization.

1.6 It is a condition precedent of your employment and a continuing condition of employment that you hold and continue to hold all valid work permissions and immigration documents that you are required to hold to work for Contact Point 360 and stay within India legally. Please note that should it be discovered that you do not hold valid work authorization or immigration documents, or that for whatever reason you will have or have had your work permission or immigration status.

Revoked, Contact Point 360 reserves the right to require you to cease working for Contact Point 360 immediately and shall have the right to terminate your contract forthwith without notice or payment in lieu and without referring to the warning stages of the disciplinary procedure. You are not entitled to receive any remuneration from Contact Point 360 if you have not obtained or held valid work permissions at your normal place of work.

1.7 You are required to undergo pre-employment medical examination and be certified as having good physical, medical and mental health. Should it be found that you require minor treatment and remediation, you must initiate the procedure and do so at your expense. In the event that medical examination results find you unfit to work; it is understood that such findings shall result in the termination of your employment on the grounds of failure to qualify medical and / or health requirements.

1.8 Contact Point 360 may, at its discretion, conduct background checks prior to or after your commencement date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal checks. You expressly consent to Contact Point 360 conducting such background checks. If Contact Point 360 is not satisfied in its sole discretion, with the outcome of the background checks, Contact Point 360 reserves the right to withdraw its offer without notice and compensation or to take any appropriate action against you, including, but not limited to termination of your employment. By signing this agreement, you hereby confirm that you are waiving your right to privacy in connection with such investigation, permitting submission of your name and address to Contact Point 360, and pursuant thereto, are allowing an extensive background investigation upon your personal history.

1.9 You warrant to Contact Point 360 that by virtue of entering into this Agreement and performing your duties under this Agreement you will not be in breach of any express or implied terms of any contract with or of any other obligation to any third-party binding upon you. You further warrant that you have disclosed to Contact Point 360 everything known to you which may be material to Contact Point 360's decision to offer you employment, and all information you have provided to Contact Point 360 before accepting that offer is true and correct.

1.10 You certify and warrant that all information divulged by you during the application process is true and accurate. You further certify that you did not omit to mention and/or misrepresent any

information which may affect the decision to hire you and/or continued employment. It is expressly understood that if it is subsequently discovered that you have falsified, misrepresented and/or omitted to mention any information, this shall constitute grounds for immediate disciplinary action against you including termination from your employment. You certify that at the time of your application with Contact Point 360, there is no criminal pending action filed against you whether locally or overseas.

- 1.11 You represent to Contact Point 360 that prior to your joining the employment of Contact Point 360, you will not take any actions on behalf of Contact Point 360 or engage in any discussions or communications on behalf of Contact Point 360, including, without limitation, with any prospective employees or other service providers. You further represent to Contact Point 360 that you possess all or any knowledge, licenses or certifications as may be necessary for you to perform your duties. You will also be required to attend periodic team and department meetings, as well as training sessions to develop your skills and competencies.
- 1.12 You represent and warrant that all your duties will be performed in compliance with all applicable laws and you will not engage in untruthful, misleading, or deceptive practices in performing your duties. You agree to indemnify and hold harmless Contact Point 360, its directors, officers, employees and agents (each an "Indemnified Party"), from any and all claims, losses, damages, liabilities and expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) reasonably incurred by such Indemnified Party as a result of the untruth, inaccuracy or breach, whether intentional or negligent, of any representation or warranty made pursuant to the preceding sentence.
- 1.13 In this Agreement and its schedules, reference to the "Group" shall mean Contact Point 360 and any company in which Contact Point 360 Group or Contact Point 360 are directly or indirectly beneficially interested in 20% or more of that company's issued ordinary share capital.

2. JOB TITLE

- 2.1 The title of the job in which you are employed is **Senior Frontend Developer**.

3. GENERAL

- 3.1 For the purposes of this Agreement, your employment with Contact Point 360 begins on the date hereof.
- 3.2 In your day-to-day duties you will be directly responsible to the Manager appointed to you based on the duties to be performed (referred to hereafter as your "Manager") and all queries relating to those duties should be addressed to your Manager.

4. PLACE OF WORK

- 4.1 The principal place of work of Contact Point 360 is Gurgaon, Haryana which shall also be your place of work.
- 4.2 On occasions you may be required to travel to another place of work as directed by your Manager. This may include but is not limited to working "on site" with a client or from your home address.
- 4.3 However, your services are transferable to any place within the country or abroad or to any of the Group companies, whether existing or opened or acquired later on, at the sole discretion of Contact Point 360. In case you are transferred to any other location, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, leave and holidays,

working hours and other related policies

5. DUTIES

- 5.1 You shall undertake all responsibilities that may be assigned to you by Contact Point 360 at any time. The Contact Point 360 may at its discretion, based on the requirements of the business, make reasonable changes to your designation, responsibilities and nature of the duties.
- 5.2 You shall faithfully and diligently perform such duties and exercise such powers as are consistent with your status in relation to the business of Contact Point 360, or any company in the Group as Contact Point 360 from time to time instructs you. You must use your best endeavours to further the interests of ContactPoint 360. You shall comply with all reasonable lawful directions from, and all regulations of, Contact Point 360.
- 5.3 You shall work for such hours of work as may be specified by Contact Point 360 and such additional hours as may reasonably be required for the proper performance of your duties. You shall devote the whole of your time, attention and abilities during these hours to carrying out your duties in a proper, loyal and efficient manner.
- 5.4 You shall always promptly give to Contact Point 360, in writing if so requested, all such information and explanations as it may require in connection with matters relating to your duties, responsibilities and employment hereunder, or with the business of Contact Point 360 or any company in the Group.

6. REMUNERATION

- 6.1 You will be paid salary at the rate of **₹12,00,000/-** CTC per annum (and proportionately for any lesser period, each monthly instalment being deemed to accrue from day to day). Such salary shall be subject to the usual deductions permissible under the law including deductions for income tax. Your salary will be paid by transfer directly into your bank account/by cheque, at monthly intervals not later than the 7th day of the subsequent month. It should be noted that when the payday falls on a weekend, holiday, and/or days wherein banks are not open, payday will be on the next bank business day.
- 6.2 Contact Point 360 shall be entitled to deduct from your salary any sums owed by you to Contact Point 360 from time to time including but not limited to outstanding loans, advances, training costs, damages or loss to Contact Point 360 caused by you, excess holiday and overpayments. Contact Point 360 will take reasonable steps to inform you before any deduction is made.
- 6.3 Contact Point 360 and you will make all such additional contributions as may be required (including but not limited to towards the provident fund scheme and employees' state insurance, if applicable) in accordance with the relevant laws.
- 6.4 Your salary will be reviewed annually in accordance with Contact Point 360's regulations and practice, without any obligation to revise the remuneration.
- 6.5 A break-down of your salary and allowances is provided at Schedule A to this Agreement.

7. TRAINING

- 7.1 Contact Point 360 may send you to any place within the country or abroad or organize specific skill enhancement training relevant to your employment. You may be required to enter into an agreement with Contact Point 360 to serve Contact Point 360 for a specific period which is mutually agreed as per the relevant governing policies prevalent at that time. In case your employment with Contact Point 360 ends for any reason while you are sent abroad or domestically for training, you will be liable to pay such costs as may be agreed in the terms and conditions of the said agreement.

8. APPEARANCE

- 8.1 You will be expected to be smart and well-groomed, and dressed appropriately for the duties you are required to perform.

9. PROFESSIONAL ETHICS

- 9.1 You shall not conduct yourself in any manner amounting to breach of confidence reposed in you or inconsistent with the position of responsibility occupied by you. You should deal with Contact Point 360's money, material and documents with utmost honesty and professional ethics.
- 9.2 You will be required to read, understand and acknowledge Contact Point 360's Code of Conduct at the time of joining Contact Point 360.
- 9.3 You shall also maintain utmost dignity in your behavior and conduct while dealing with the employees of Contact Point 360 directly or indirectly associated.

10. DISCIPLINARY RULES

- 10.1 The disciplinary processes applicable to your employment are set out in the Code of Conduct.
- 10.2 Contact Point 360 may suspend you on full pay while investigating any matter that Contact Point 360 reasonably believes could lead to Contact Point 360 exercising its rights to terminate your employment or taking other disciplinary action against you.

11. FIDELITY

- 11.1 The contractual relationship between Contact Point 360 and you are founded on trust. Any breach of this trust by you, such as the unauthorized use of or disclosure of Confidential Information (as defined below) about the business of Contact Point 360 or any company in the Group, will render you liable to disciplinary action, and to civil proceedings to restrain you from disclosing the information to a third party or making personal use of it without prior written consent from Contact Point 360 and/or for damages for loss suffered by Contact Point 360 or any company in the Group or an account of profits.

- 11.2 You will not directly or indirectly during your employment:

11.2.1 Carry on any business, be concerned or be interested, directly or indirectly (whether as sole proprietor or as a partner or as a shareholder or as a consultant), do any freelance work or hold office or be employed or engaged, other than for Contact Point 360 in any business unless you have prior written permission to do so from Contact Point 360; or

11.2.2 Be an investor in any business which is in competition with Contact Point 360 or which is a client or customer of Contact Point 360 unless you have prior written permission to do so from Contact Point 360 provided that this shall not prevent you from holding no more than 1% of the issued share capital of a company whose shares or securities are quoted or dealt in on any recognized investment exchange.

11.3 Confidential Information

- 11.3.1 During your employment and for three (3) years afterwards, you shall not directly or indirectly, or by action in concert with others, either for your own benefit or for any other

person, firm, corporation or other entity:

- 1) Disclose any Confidential Information to anyone except to someone authorized by Contact Point 360 to know; or
- 2) Use any Confidential Information for your own purposes or for any purposes except those of Contact Point 360.

11.3.2 In this Agreement and its schedules "Confidential Information" shall include, but is not limited to, all of the following categories of information, and any information of a similar nature:

- 1) any names and contact details of customers and potential customers or suppliers and potential suppliers, referral sources, vendors and potential vendors, contracts, marketing/business plans, expansion plans, business strategy, sales forecasts, pricing structures and sales promotions organized with customers and clients, research activities, ideas, computer programs and other information designed, created or modified by Contact Point 360, financial information, pricing policies, pricing information, discount policies results and forecasts, details of Contact Point 360's employees (including their rates of remuneration and bonus payments), requirements, terms of trade and identity of Contact Point 360's suppliers, and customers and any other information specifically designated by Contact Point 360 or any company in the Group as confidential;
- 2) Any information regarding or in any way relating to Contact Point 360, its business and/or any company in the Group, whether or not such information is in writing.
- 3) Any other information designated by Contact Point 360 or any company in the Group as confidential; and
- 4) Any information in relation to which Contact Point 360 or any company in the Group owes a duty of confidentiality to any third party.

11.3.3 You may disclose Confidential Information only in the following circumstances:

- 1) If and to the extent required by applicable law;
- 2) If and to the extent that the Confidential Information has come into the public domain through no fault of yours; or
- 3) If and to the extent that Contact Point 360 has given prior written consent to the disclosure.

11.3.4 If you are required to disclose any Confidential Information as described in clause 11.3.3 (1), then prior to such disclosure you shall: (i) provide Contact Point 360 with immediate notice of such requirement and a copy of the Confidential Information to be disclosed if such intimation is permissible under any applicable law and (ii) provide Contact Point 360 with the opportunity to seek an appropriate remedy to prevent such disclosure and cooperate fully with Contact Point 360 in pursuing such remedy (including, if necessary, joining in legal proceedings).

11.3.5 You acknowledge and understand that this undertaking includes an agreement on your part not to publish, procure, facilitate or encourage the publication of any such matter in any book, newspaper, periodical or pamphlet or by broadcasting on television, cable, satellite, film, internet or any other medium now known or devised after the date of this Agreement or by communication to any third party including a representative of the media.

11.3.6 You shall return to Contact Point 360 upon request from Contact Point 360, and in any event on the termination of your employment, all Confidential Information, correspondence, materials, records, documents, accounts, letters, papers and information of every description (and whatever media and wherever located) within your possession or control relating to the affairs of the business of Contact Point 360 or any company in the Group and any magnetic discs or memory sticks on which information relating to such affairs and business is stored and keys or credit cards or other property belonging to Contact Point 360 or any company in the Group, including all copies thereof.

11.4 Intellectual Property

11.4.1 All intellectual property owned by Contact Point 360 shall continue to vest with Contact Point 360. You shall not have any claims on the same of any nature whatsoever. You will not do

Anything in conflict with Contact Point 360's right in its intellectual property and will cooperate fully to protect the same against any misappropriation or infringement.

11.4.2 You are permitted to use the intellectual property of Contact Point 360 only for the purpose of fulfilling your obligations under this Agreement. You shall indemnify, defend and hold harmless Contact Point 360 from and against any liabilities, losses, damages, costs, expenses, actions, claims, demands, proceedings and other liabilities relating to the actual or alleged infringement of any intellectual property right (including any right in a patent or copyright) arising out of the use of the same by you.

11.4.3 Upon termination of your employment, you shall be required to return all intellectual property of Contact Point 360 which may have been in your possession during the term of your employment.

11.4.4 All works such as inventions, development, modifications, improvisations in the form of programs, policies, studies, reports, manuals, products etc., carried out for the Company and/or during the course of employment with the Company, with your involvement shall be the property of the Company. The intellectual property and ownership for such works shall be with the Company and to the extent permitted by law you hereby irrevocably and unconditionally waive in favor of the Company, its licensees and successors in title, all current and future moral rights (or similar rights existing in any part of the world) which you may have in respect the same. Further, without limit in time, you shall at the request of the Company promptly assist the Company:

- 1)** To file, prosecute, obtain, and maintain registrations and applications for registration of any intellectual property subsisting in, or protecting, any works; and
- 2)** To commence and prosecute legal and other proceedings against any third party for infringement of any intellectual property rights subsisting in, or protecting, any work and to defend any proceedings or claims made by any third party that the use or exploitation

of any work infringes the intellectual property or rights of any third party.

12. COLLECTIVE AGREEMENTS

12.1 There are no collective agreements in force affecting your employment. You agree to indemnify Contact Point 360 against any loss or damage that Contact Point 360 may suffer arising out of your breach of the foregoing warranty or out of any other contractual obligations you may have that are inconsistent with or are in conflict with your duties and obligations under this Agreement

13. SEVERABILITY

13.1 Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect

14. E-MAIL AND INTERNET

14.1 You understand that e-mail traffic and Internet access may be monitored by Contact Point 360 from time to time and that the content of any e-mail received or sent by you using our systems will not be private or confidential to you. You must comply with all applicable laws and company policies relating to the use of all communications, information technology and electronic resources as amended from time to time.

14.2 You are permitted to only use any software or hardware only as expressly provided for or permitted in writing by Contact Point 360. You shall not be permitted to download or use any third-party software, program, application, music, and videos, etc. whatsoever through Contact Point 360 network or hardware. You shall indemnify, defend and hold harmless Contact Point 360 from and against any liabilities, losses, damages, costs, expenses, actions, claims, demands, proceedings and other liabilities relating to the actual or alleged infringement of third party right arising out of the infringement or unauthorized use of the same by you.

15. ACKNOWLEDGMENT OF COMPANY PROPERTY/ARTICLES

15.1 You will be provided with Contact Point 360 assets viz laptop, data card, mobile handset, tool kit, key or any other property/article to carry out your day-to-day operations and execute a separate acknowledgement receipt to this effect. You shall be lawful custodian of such Contact Point 360 accessories/properties allocated to you during employment and upkeep the said Contact Point 360 property in proper usable condition, in case of any damage or theft you will immediately report to the concerned person in Contact Point 360. Further at the time of separation by whatsoever means, you shall submit all Contact Point 360 property to the concerned department or Manager. In case of failure or non-submission of Contact Point 360 property, Contact Point 360 will have the right to recover the same from you or adjust from your payables the amount equivalent to the cost of such property/article without prejudice of exercising other legal rights available with Contact Point 360.

16. NOTICE PERIOD

16.1 Subject to clause 16.3 below, either Party may terminate this Agreement, without assigning

any reason whatsoever, by giving 3 months' notice in writing. However, Contact Point 360 reserves the right (at its absolute discretion) to terminate your employment with immediate effect or with 1 month' notice or payment of salary in lieu of notice

16.2 Any notice sent by post shall be deemed to be served 2 business days after it is posted and in proving such service it shall be sufficient to prove that the notice was properly addressed CP360 INDIA PVT. LTD. Plot 108, Udyog Vihar Phase 1, Sector 20, Gurugram, Haryana - 122018 And put in the post. Any notice delivered by hand, or by email to the relevant Party shall be deemed to have been received immediately.

16.3 Your employment may be terminated by Contact Point 360 immediately by written notice without payment in lieu of notice if you:

16.3.1 Any breach of any obligation or representation or warranty under this Agreement;

16.3.2 Any act or omission on your part which could tarnish or negatively affect in any way the business interests of Contact Point 360 other similar acts, omissions, and/or events

16.3.3 Commit an act of serious or persistent misconduct or a material and repeated breach of this Agreement, or are guilty of bringing Contact Point 360 into disrepute;

16.3.4 Engage in dishonest behavior or breach any agreement with Contact Point 360 or any of its customers or suppliers or fail to observe Contact Point 360's disciplinary or other rules, regulations or policies resulting in serious misconduct; or

16.3.5 Are convicted of a criminal offence (other than under road traffic legislation for which a fine or non-custodial sentence is imposed) or involved in abuse of any controlled substances or alcohol as a consequence of which Contact Point 360 determines that you are unfit to serve in your capacity as an officer or employee of Contact Point 360; or

16.3.6 If you become bankrupt, have a receiver appointed for the whole of your assets, or make any general composition or agreement with any of your creditors or are subject to any analogous process; or

16.3.7 Commit any other act warranting summary termination at common law including but not limited to any act justifying dismissal without notice in the terms of Contact Point 360's generally applicable disciplinary rules;

16.3.8 Intentional or unintentional violation of the policies, rules and regulations of Contact Point 360;

16.3.9 Commission of an act that results in Contact Point 360 to lose confidence in the Employee's ability to satisfactorily perform his/her duties and responsibilities.

16.3.10 Serious misuse or abuse of Contact Point 360's property, facilities and/or resources;

16.3.11 Commission of an act that may be considered as a crime or offense against a co-employee, Contact Point 360 itself or a director, officer, stockholder or agent of Contact Point 360;

16.3.12 Intentional or unintentional disregard of the disciplinary measures or sanctions imposed by Contact Point 360;

16.3.13 Directly or indirectly participating, engaging and/or entering into unauthorized business arrangements involving products and/or services of Contact Point 360 or products and/or services of the competitors of Contact Point 360;

16.3.14 Intentional or unintentional violation or breach of confidentiality of information belonging to Contact Point 360;

16.4 Notwithstanding any other provision of this Agreement, during the period between the receipt of a termination notice and the effective termination of the employment (the "Notice Period"), Contact Point 360:

16.4.1 Shall not be under any obligation to vest in or assign to you any powers or duties and without the need to give any reason for so doing during any period of notice served or purported to be served under this Agreement;

16.4.2 May require you to perform:

- 1) all of your normal duties; or
- 2) only part of your normal duties, including carrying out specific tasks; or
- 3) such other duties as it may require; or
- 4) no duties whatsoever (i.e., place you on gardening leave);

16.4.3 May suspend or exclude you from all or any premises of Contact Point 360 and any company in the Group;

16.4.4 May require you not to contact any customers, clients, suppliers or employees of Contact Point 360 or any company in the Group in connection with the business of Contact Point 360 or any company in the Group;

16.4.5 Shall require you to return to Contact Point 360 all documents and other materials (including copies) belonging to Contact Point 360 or any company in the Group; and

16.4.6 Shall continue to pay all salary and provide all benefits to which you are entitled under this Agreement.

16.5 During the Notice Period you shall remain bound by any and all express obligations pursuant to this Agreement (save as specifically varied by clause 18.4) and, for the avoidance of doubt, you shall remain bound by the duty of good faith and fidelity to Contact Point 360.

16.6 If you fail to make yourself available for work during any Notice Period, other than in pursuance of clause 18.4, you shall not (without prejudice to any other rights of action) be entitled to any payments of salary or any benefits in respect of such absence.

16.7 To the extent permitted by law, if you do not give sufficient notice to Contact Point 360, then Contact Point 360 may deduct an amount equal to your remuneration for the period of notice not given from any amount or entitlement that Contact Point 360 owes you.

16.8 Any termination of your employment under this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall any such termination howsoever caused affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

16.9 Your services may be laid off if due to any reason there's no work for you. Such lay off may continue up to 45 days with fifty percent of your basic pay or without pay as maybe decided by CONTACT POINT 360

17. NON-SOLICITATION OF EMPLOYEES OF THE COMPANY

17.1 In order to protect the legitimate business interests of Party 1 [and each Group Company], Party 2 covenants with Party 1 [for itself and as agent for each Group Company] that it shall not [(and shall procure that no member of Party 2's Group shall)] (except with the prior written consent of Party1):

- (a) Attempt to solicit or entice away; or
- (b) Solicit or entice away,

from the employment or service of Party 1 [or any Group Company] the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff of Party 1 [or any Group Company].

17.2 Party 2 shall be bound by the covenant set out in clause 1.1 during the term of this agreement, and for a period of [6 OR 12] months after termination [or expiry] of this agreement.

17.3 For the purposes of this clause 1, a Restricted Person shall mean any firm, company or person employed or engaged by Party 1 or any Group Company during the term of this agreement [at the level of [POSITION] or above], who has been engaged in the provision of the Services or the management of this agreement either as principal, agent, employee, independent contractor or in any other form of employment or engagement[and who could materially damage the interests of Party 1 [or any Group Company] if they were involved in any capacity in any business concern which competes with [the business of Party 1 OR the Business]].

17.4 [If Party 2 commits any breach of this clause 1, Party 2 shall, on demand, pay to Party 1 [or relevant Group Company] a sum equal to one year's basic salary or the annual fee that was payable by Party 1 [or relevant Group Company] to the Restricted Person plus the recruitment costs incurred by Party 1 [or relevant Group Company] in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of Party 1 [or relevant Group Company] in performance.]

18. Non-employment of employees

18.1 In order to protect the legitimate business interests of Party 1 [and each Group Company], Party 2 covenants with Party 1 [for itself and as agent for each Group Company] that it shall not [(and shall procure that no member of Party 2's Group shall)] (except with the prior written consent of Party1) employ or engage or otherwise facilitate the employment or engagement of any Restricted Person.

18.2 Party 2 shall be bound by the covenant set out in clause 2.1 during the term of this agreement and for a period of [6 OR 12] months after termination [or expiry] of this agreement.

18.3 For the purposes of this clause 2, a Restricted Person shall mean any firm, company or person employed or engaged by Party 1 or any Group Company during the term of this agreement [at the level of [POSITION] or above], who has been engaged in the provision of the Services or the

management of this agreement either as principal, agent, employee, independent contractor or in any other form of employment or engagement[and who could materially damage the interests of Party 1 [or any Group Company] if they were involved in any capacity in any business concern which competes with [the business of Party 1 OR the Business]]. [If Party 2 commits any breach of this clause 2, Party 2 shall, on demand, pay to Party 1 [or relevant

18.4 Group Company] a sum equal to one year's basic salary or the annual fee that was payable by Party 1 [or relevant Group Company] to the Restricted Person plus the recruitment costs incurred by Party 1 [or relevant Group Company] in replacing such person. The parties confirm that these liquidated damages are reasonable and proportionate to protect the legitimate interest of Party 1 [or relevant Group Company] in performance.]

19. Non-poaching of customers

19.1 In order to protect the legitimate business interests of Party 1 [and each Group Company], Party 2 covenants with Party 1 [for itself and as agent for each Group Company] that it shall not [(and shall procure that no member of Party 2's Group shall)] (except with the prior written consent of Party 1) solicit or entice away (or attempt to solicit or entice away) from Party 1 [or any Group Company] the business or custom of any Restricted Customer.

19.2 Party 2 shall be bound by the covenant set out in clause 3.1 during the term of this agreement, and for a period of [6 OR 12] months after termination [or expiry] of this agreement.

19.3 For the purposes of this clause 3, a Restricted Customer shall mean any firm, company or person who is or has been at any time during the immediately preceding 12 months [a customer [or prospective customer] of, or in the habit of dealing with, Party 1 [or any Group Company] OR a customer [or prospective customer] of, or in the habit of dealing with, Party 1 [or any Group Company] in respect of [DEFINE PRODUCTS OR SERVICES] OR serviced by Party 2 as a customer of Party 1 [or any Group Company] for the Services]

20. COMPANY POLICIES

20.1 You agree that as part of your job responsibility, you will follow the guidelines, standards, rules, policies, procedures, directives and practices of Contact Point 360 prevailing from time to time which include but are not limited to, the Code of Conduct; Compliance Rules; Sales Policies; Attendance Policies; policies for compliance with governmental rules and regulations; You agree that Contact Point 360 may change any of its guidelines, standards, rules, policies, procedures, directives and practices from time to time, and that such changes will apply to your job responsibility and be binding on you. Such changes may affect or result in a modification of the terms and conditions governing your employment which is set out in this letter or elsewhere, and you shall be bound by such changes as permitted by the law.

20.2 For the avoidance of any doubt, nothing in this Agreement shall affect or be construed to prejudice or override any of Contact Point 360's obligations imposed by law, and the terms of this Agreement shall be read subject to such legal obligations.

20.3 Kindly note that any action on your part which is in contravention to the terms and conditions of this offer letter shall render you liable for termination with immediate effect.

21. FORCE MAJEURE

21.1 The Contact Point 360 shall not be responsible for any delays or failures in performance of its obligations under this Agreement resulting from acts beyond its reasonable control and without its fault or negligence. Such causes include but are not limited to riots, rebellions, strikes, accidental explosions, floods, storms, unusually severe weather, power failures, fuel shortage, computer system faults (e.g., arising from virus infection, hacking, loss of data, data corruption), acts of God and similar occurrences.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Gurgaon, India

Signed for and on behalf of CONTACT POINT 360



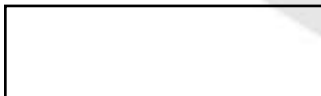
Ambily Xavier

Assistant Manager - Human Resources

Date: 01st March 2023

I confirm that I have received the Agreement attached and I understand and accept the terms and conditions set out herein.

Rishabh Kaushik



Signature

Date:

Annexure

Particular	Monthly	Annual
Basic	49,075	5,88,900
HRA	24,538	2,94,456
Other	24,537	2,94,444
Gross Pay	98,150	11,77,800
Employer Deductions		
PF	1,800	21,600
LWF	50	600
Total	1,850	22,200
Employee Deductions		
PF	1,800	21,600
LWF	25	300
Total	1,825	21,900
Total Deductions	3,675	44,100
Net Pay	96,325	11,55,900
Annual CTC		12,00,000

NOTE:

- The Company will deduct taxes and other statutory dues as may be applicable from time to time from the remuneration payable to you.
- You are not eligible for any reimbursement, except the amount expensed off only for office purpose, as per company policy, and that amount should be pre-approved.
- You are eligible for Statutory Bonus, as per "Code of Wages" and/or applicable laws.
- Notice period is 3 months as per the policy of ContactPoint 360 after issuing the appointment letter.