

## **APPOINTMENT LETTER**

**Date: 01<sup>st</sup> March 2022**

**To: K S Phaneendra,**

**Address: S/O K N Sreeramulu,  
18-2-66, Parigi Road,  
Hindupur, Ananthapur,  
Andhra Pradesh-515201**

**Dear Phaneendra,**

With reference to your application and subsequent interviews you have had with us, we are pleased to appoint you as a **Business Development Manager Trainee - Practo Care** in our organization with effect from **07<sup>th</sup> March 2022** subject to the following terms & conditions. This letter of appointment supersedes all other communications made to you prior to the date of issue of this appointment letter.

### **1. PLACE OF WORK**

Your place of work will be in **Bangalore**. However, you may be required to work anywhere in India or overseas, if the company so directs based on the business exigencies of work. You would also provide your services for the company, its subsidiaries, or associates, if, as and when required.

### **2. EMOLUMENTS**

Your gross annual cost to company (CTC) will be **INR 682,179/-**. The break-up of your CTC is attached herewith as **Annexure A**. Any Income Tax applicable on your remuneration or any other payment made by the company in respect to taxes will be borne by you and as required by law, will be deducted at source.

### **3. DUTIES & POSITION**

The company hires you as an employee to be part of the **Sales** function and the employee's duties may be reasonably modified at the company's discretion from time to time and depending upon your performance.

### **4. REPORTING**

You would be reporting to whosoever the company deems fit to be your supervisor.

## 5. **TRAINING AND PROBATION**

You will be on a structured training program for the initial 3 months from date of joining. This will be a combination of classroom training and on the job training. Your performance will be evaluated during and at the end of training period. Upon successful completion of the training, you will progress to a Business Development Manager designation with appropriate change to your compensation. Failing to perform successfully in the training period as per the organization standards may call for actions like re-training, focused improvement projects or including separation from the company.

## 6. **WORKING HOURS**

We estimate that under your employment agreement, you will be required to work six (06) days of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the company, you are expected to devote your entire time and attention to the company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the company and your role.

## 7. **NO SIMULTANEOUS EMPLOYMENT**

While employed with this company, you will not in any circumstances be permitted to work for any other firm or person, either whole time or part time, to own, or in any way be associated with any firm or person as advisor, director or partner, whether paid or not, for your services, without prior written permission of the company.

## 8. **NON-COMPETE**

For a period of twelve (12) months after the termination of this appointment letter by whatever means, you shall not without the prior written consent of the company, work for, or consult with, any company, firm or person which is in direct competition with the company or Company customer, customer prospect, Company partner or a vendor of the company.

## 9. **CONFIDENTIALITY OF INFORMATION**

The company requires all employees to execute a Non-Disclosure Agreement ("**NDA**") to protect the rights of its employees and also that of the company while dealing with confidential information, documents, etc. The said NDA forms part of this appointment letter attached herein as **Annexure B** and is applicable to you. You are required to read, understand and sign the NDA in acknowledgement of your acceptance of the conditions therein.

## 10. **DISCIPLINE**

- a. You will be governed by the company's rules and regulations that may be promulgated from time to time.
- b. You shall not refuse to take up any assignment that may be offered to you by the company.
- c. You shall be expected to abide by the rules and regulations of the company, be courteous, honest and professional within the company or with its clients/customers, and maintain & represent the company's high standards of professional Services at all times, whether in the company or at its client's site(s).
- d. You shall be responsible for all company properties and material that are in your possession, and all infrastructure like telephones, mobiles, computers, laptops, data cards, projectors etc that have been provided to you to enable you in your work.
- e. You shall not publicly criticize, defame or misrepresent the company and shall not, knowingly, commit any such actions which may result in the company's image / business being adversely affected.
- f. During the course of your employment with the company, you will not solicit business of any nature, either directly or indirectly, for yourself, or for any other party, from the company's clients and / or customers.

## 11. **POSTAL ADDRESS**

You will keep the company informed of the postal address along with contact number for communication including the changes that may occur during your period of employment with the company.

## 12. **RETIREMENT**

The retirement age is fifty- eight (58) years.

## 13. **INTELLECTUAL PROPERTY RIGHTS**

You agree to execute an Invention Assignment and Transfer Agreement ("**IP Assignment Agreement**") in favor of the company. The said IP Assignment Agreement forms part of this appointment letter attached herein as **Annexure C** and is applicable to you. You are required to read, understand and sign the IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

## 14. **AUTHENTICITY OF INFORMATION**

This appointment is made on the basis of information provided by you in the application and also at the time of interview. Original copies of your certificates, testimonials and previous employment records should be submitted along with the photocopies for verification. If any declarations given by you to the company prove to be false or if you are found to have wilfully

suppressed any material information, you will be liable to be removed from service without any notice. You specifically authorize the company to conduct reference checks and make enquiries in respect of the application submitted by you as it may consider necessary in its sole discretion, and also authorize the company without any notice to you to share and disclose the information relating to your current/previous employment and academic credentials with vendors or any other authority or any third party engaged by the company to obtain such Information for the purpose of proper verification. You similarly authorize the company to share information / provide a reference check covering your service with Qikwell Technologies India Private Limited to any third party/agency conducting a reference check on behalf of an employer/reputed agency. This authorization survives your cessation of service / training with the company.

## 15. TERMINATION

- a. This employment agreement is terminable by either party by giving a fifteen (15) days' notice during the training period and as per the applicable organization policies after you progress to the Business Development Manager role or on payment of salary in lieu of the notice period. The payment of salary in lieu of notice is based on gross salary plus all applicable allowances.
- b. Where notice of termination has been served by either party the company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
  - i. not to enter any premises of the company; and/or
  - ii. to refrain from business contact with any customers, clients or other employees of the company.
  - iii. in the event of any misconduct or breach of terms of employment on the part of the employee during Probation Period or on/after confirmation the company reserves the right to terminate this employment agreement immediately without any notice.
  - iv. if any privilege leave is due to the employee, salary in lieu of such leave will be paid, subject to the limits laid down in this respect.
  - v. if at any time in our opinion, which is final in this matter, you are found to be a non-performer or guilty of fraud, dishonest, disobedient, exhibiting disorderly behaviour, negligent, undisciplined, absent from duty without permission or engaging in any other conduct considered by us deterrent to our interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the company shall be entitled to recover the damages from you.
  - vi. on termination of this employment agreement, you will immediately give up to the company before you are relieved, all correspondence, specifications, assets, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. belonging to the company or relating to its business and shall not make or retain any copies of these items.

The company reserves the right to terminate the employment agreement if you are incapacitated by ill – health (physical or mental) or by accident from fully performing your duties in the company for an aggregate period of thirty (30) days during the training period and such incapacity being duly certified as such by a registered medical professional.

**16. RULES OF THE COMPANY IN FORCE AND GOVERNING LAW**

- a. You will abide by all the rules and regulations of the company which are in force from time to time and the company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- b. This employment contract shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

Please sign the copy of this letter, as a token of acceptance of your appointment on the terms and conditions mentioned above.

We welcome you on board and wish you a pleasant, fruitful and mutually beneficial association with the company.

**For Qikwell Technologies India Private Limited**

*Vinesh K*

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**Vinesh K**

**Head HR**

I have read the preceding employment agreement, and the ramifications of this agreement have been fully explained to me and understood by me. I further agree, without reservations, to adhere to this agreement.

**Employee Signature:** *K S Phaneendra K S Phaneendra*

a5c41da1-f9e7-466c-84b0-0aa33da77533

**Date: 07<sup>th</sup> March 2022**

**Employee Name: K S Phaneendra**

**Place: Bangalore**

## Annexure– A

### Salary Break –Up

Particulars	Annual CTC (Rs)	Monthly CTC (Rs)
<b>(A) Fixed</b>		
Basic	253,200	21,100
HRA	125,200	10,433
Employer's PF	21,600	1,800
<b>Fixed Salary</b>	<b>400,000</b>	<b>33,333</b>
<b>(B) Variables (Performance Based)</b>		
*Incentive	250,000	
<b>Gross Salary</b>	<b>650,000</b>	
<b>(C) Benefits (Yearly)</b>		
**Gratuity	12,179	
***Insurance	20,000	
<b>CTC (A+B+C+D)</b>	<b>682,179</b>	

From the gross salary the following deductions will be made: PF contributions (employee & employer), professional tax and income tax subject to IT rules.

\*Incentive is paid, based on the incentive scheme in force from time to time, this is subject to change basis the role & responsibilities and at the discretion of the organization.

\*\*Gratuity is paid as per the Gratuity Act.

\*\*\*The Below Insurances are provided, the policy is subject to change from time to time as per management decision.

- Medical Insurance covering the employee & his family for INR 4,00,000/- floater per annum
- Personal Accident Insurance of two times your fixed salary
- Life Insurance of two times your fixed salary

## Annexure B

### EMPLOYEE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is entered into by **Practo and its group companies ("Company")** and you ("**Employee**") effective in view of the Employment Agreement executed between the Employee and Company.

The Company's objective under this Agreement is to provide protection for Confidential Information (defined below) disclosed to the Employee by the Company or any of its affiliate or group companies, during the course of the Employee's employment with the Company. For the purposes of this Agreement, "Company" shall be deemed to include all affiliate and group companies of the Company.

The Company and the Employee are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, the undersigned Employee and Company covenants and agrees as follows:

#### **1. CONFIDENTIAL INFORMATION**

In consideration of the performance of Employee's duties with Company, Employee will be exposed to the Confidential Information. Employee agrees to take all necessary precautions against the disclosure of Confidential Information to third parties during and after the term of this Agreement. "**Confidential Information**" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- a. all technical information concerning Company's products (existing and under development) and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- b. (information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
- c. information concerning Company's employees, including salaries, strengths, weaknesses and skills;

- d. information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use;
- e. all non-public information relating to the Company's business, specifically including but not limited the Company's clients/potential clients and prospective clients (including their identity, requirements for products or services, key contracts, outstanding bids solicited by or provided to the client, ordering procedures, credit and personnel information, and Company practices, policies and procedures); related information, marketing proposals, and pricing practices);
- f. all Personally Identifiable Information ("PII") of the users/Company's customers collected during the normal course of business;
- g. aggregated data with or without PII collected by the Employee/Company during the normal course of business;
- h. any PII mapped to the health and/or the financial records of the Company's customer;  
"Personally Identifiable Information" shall mean any sensitive personal data or information of a person which consists of information including but not limited to: (i) password; (ii) financial information such as bank account or credit card or debit card or other payment instrument details; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) biometric information; (vii) any detail relating to the above clauses as provided to body corporate for providing service; (viii) any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise and (ix) such other information identified as sensitive information under the Information Technology Act and rules and other applicable laws from time to time.
- i. any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business;
- j. All other information used or maintained by the Company which is not either in the public domain or known to the Company's competitors and which is confidential business information disclosed to the Employee by the Company or discovered by the Employee during the course of his employment with the Employer;
- k. All such information defined above, in any form, and includes without limitation both verbal and written information, whether embodied in documents, computer files or programs, processes, practices, equipment or plans.



## **2. NONDISCLOSURE OF CONFIDENTIAL INFORMATION**

- a) Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such Confidential Information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than the Company.
- b) However, Employee shall have no obligation to treat as confidential any information which:
  - i. was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company;
  - ii. is or becomes public knowledge through a source other than Employee and through no fault of Employee; or
  - iii. is or becomes lawfully available to Employee from a source other than Company. However, the Employee cannot republish/ publish such information or any information based on the information which is or becomes available to the public without the prior written approval/consent of the Company; or
  - iv. is developed by the Employee independently without using Company's Confidential Information.

## **3. CONFIDENTIAL INFORMATION OF OTHERS**

Employee will not disclose to Company, or cause Company to use, any trade secret or confidential information of others/third parties in the Company's business.

## **4. RETURN OF MATERIALS**

When Employee's employment with Company terminates, for whatever reason and at the request of the Company, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all machines, equipment, files, software programs and other personal property belonging to Company.

## **5. CONFIDENTIALITY OBLIGATION SURVIVES EMPLOYMENT**

Employee's obligation to maintain the confidentiality and security of Confidential Information shall remain even after Employee's employment with the Company terminates and shall continue for so long as such Confidential Information is explicitly disclosed in the public domain by an authorized representative of the Company as such and/or remains a trade secret.

## 6. GENERAL PROVISIONS

- a. Relationships: Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venture of the Company for any purpose.
- b. Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall remain in full effect the intent of the Company and Employee.
- c. Integration: This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.
- d. Waiver: The failure to exercise any term and condition provided in this Agreement shall not be deemed or construed to be a waiver of prior or subsequent breach or failure thereof.
- e. Injunctive Relief: Any misappropriation and breach of any of the Confidential Information in violation of this Agreement by the Employee may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall in addition to all remedies available under the then prevalent law, be entitled to injunctive relief.
- f. Indemnity: Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Employee's breach of this Agreement
- g. Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing Party shall have the right to collect from the other Party its reasonable attorney fees and costs and necessary expenditures.
- h. Governing Law: This Agreement shall be governed in accordance with the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

\*The information and documents provided by the candidate is true and any violation of organization policies and procedures may lead to termination of the employment.

I agree that I have read, understood and accepted the above-mentioned terms and conditions.

*K S Phaneendra K S Phaneendra*

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Employee Name: K S Phaneendra

Employee Designation: Business Development Manager Trainee - Practo Care

## Annexure C

### **PRACTO TECHNOLOGIES PRIVATE LIMITED AND ITS GROUP COMPANIES**

#### **EMPLOYEE INVENTION ASSIGNMENT AND TRANSFER AGREEMENT**

In consideration of, and as a condition of my employment with Qikwell Technologies India Private Limited (the “**Company**”), and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as the “**Employee**” signing this Employee Invention Assignment and Transfer Agreement (this “**Agreement**”), hereby represent to the Company, and the Company and I hereby agree as follows:

- 1. Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, providing products and services, marketing, sales and other activities in connection with the current and projected business of the Company and its holding company (collectively, the “**Practo Group**”), and that it is critical for the Company to preserve and protect the proprietary information, rights in certain inventions and works and related intellectual property rights of the Company and the other Practo Group companies. Accordingly, I am entering into this Agreement, whether or not I have created or I am expected to create inventions or other works of value for the Practo Group. As used in this Agreement, “**Inventions**” means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information and trade secrets.
- 2. Disclosure of Inventions.** I will promptly disclose in confidence to the Company, or to any person designated by it, all Inventions that I make, create, conceive or first reduce to practice, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets.
- 3. Work for Hire; Assigned Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment will be “works made for hire” under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that I make, create, conceive or first reduce to practice during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets, and that (i) are developed using equipment, supplies, facilities, proprietary information or trade secrets of the Company or other Practo Group companies; (ii) result from work performed by me for the Company or other Practo Group companies; or (iii) relate to the business or actual or demonstrably anticipated research or development of the Practo Group, including the Company (the “**Assigned Inventions**”), will be the sole and exclusive property of the Company.

**4. Excluded Inventions and Other Inventions.** Attached hereto as Exhibit A is a list describing all existing Inventions, if any, that may relate to the Practo Group's business or actual or demonstrably anticipated research or development and that were made by me or acquired by me prior to the Effective Date and which are not to be assigned to the Company ("**Excluded Inventions**"). If no such list is attached, I represent and agree that it is because I have no rights in any existing Inventions that may relate to the business or actual or demonstrably anticipated research or development of the Practo Group. For purposes of this Agreement, "**Other Inventions**" means Inventions in which I have or may have an interest, as of the Effective Date or thereafter, other than Assigned Inventions and Excluded Inventions. I acknowledge and agree that if, in the scope of my employment, I use any Excluded Inventions or any Other Inventions, or if I include any Excluded Inventions or Other Inventions in any product or service of the Practo Group or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by the Practo Group of any rights assigned to the Company under this Agreement, I will immediately so notify the Company in writing. Unless the Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to the Company, in such circumstances (whether or not I give the Company notice as required above), a perpetual, irrevocable, nonexclusive, transferable, worldwide, royalty-free, fully paid up license to use, disclose, make, have made, perform, execute, market, license, sell, offer to license, offer to sell, import, export, copy, distribute, modify and create works based on, perform, display or otherwise exploit such Excluded Inventions and Other Inventions, in whole or in part, and to sublicense third parties in one or more tiers of sublicenses with the same rights.

**5. Exception to Assignment.** I understand that the Assigned Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention that I develop entirely on my own time without using the equipment, supplies, facilities, or trade secret information of the Practo Group except for those inventions that (i) relate at the time of conception or reduction to practice of the invention to the business, or actual or demonstrably anticipated research or development of the Practo Group, (ii) result from any work performed by me for the Practo Group, or (iii) qualifies fully for exclusion under the applicable laws of the state in which I am employed.

**6. Assignment of Rights.** I agree to assign, convey and transfer, and do hereby irrevocably assign, convey and transfer, to the Company: (i) all of my rights, title and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 4, even after termination of my employment. "**Moral Rights**" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a "moral right."

7. **Assistance.** I will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights and other legal protections for the Assigned Inventions, worldwide. I will execute and deliver any documents that the Company may reasonably request from me in connection with providing such assistance. My obligations under this section will continue beyond the termination of my employment. I hereby appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose. I agree that this appointment is coupled with an interest and will not be revocable.

8. **Confidentiality.** I understand that my employment creates a relationship of confidence and trust with respect to any information or materials of a confidential or secret nature that may be invented, made, created or discovered by me or that may be disclosed to me by, or that I have access to, from the Company or another Practo Group company. At all times, both during my employment and after its termination, I will keep and hold all information in strict confidence and trust and I will be bound by the Non-Disclosure Agreement dated **07<sup>th</sup> March 2022**.

9. **Indemnification.** I will defend, indemnify, and hold harmless the Practo Group, and its officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that the Practo Group, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: my use of the Assigned Inventions prior to the date of this Agreement; or my failure to perform its obligations under this Agreement.

10. **Injunctive Relief.** I understand that a breach or threatened breach of this Agreement by me may cause the Company and the other Practo Group companies to suffer irreparable harm and that the Company will therefore be entitled to injunctive relief to enforce this Agreement.

11. **Governing Law; Severability.** This Agreement is intended to supplement, and not to supersede, any rights the Company and the other Practo Group companies may have in law or equity with respect to the duties of its employees and the protection of its trade secrets. This Agreement shall be governed by and construed in accordance with the laws of India with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder. If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

12. **Counterparts.** Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter.

**14. Amendment and Waiver.** This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. A waiver by either party of any of the terms and conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition with respect to any other instance, whether prior, concurrent or subsequent.

**15. Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. I understand that I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

**16. Further Assurances.** The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment, I will execute and deliver a document or documents in a form reasonably requested by the Company confirming my agreement to comply with the post-employment obligations contained in this Agreement.

**17. Acknowledgement.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with this Agreement.

Company:

Employee:

*Vinesh K*

*K S Phaneendra K S Phaneendra*

Signature: 6d6ff7f4-ccf1-4015-8a5e-b57088d0d4a1

a5c41da1-f9e7-466c-84b0-0aa33da77533

Name: Vinesh K

K S Phaneendra

Title: Head HR

Business Development Manager Trainee

Date: 01<sup>st</sup> March 2022

07<sup>th</sup> March 2022