

TERMS OF EMPLOYMENT

Your employment with Lumio Partners Private Limited (“Company” or “LPPL”) will be governed by the Company's policies, as modified from time to time and at the Company's sole discretion, upon notice to you. The terms and conditions contained herein (“Terms of Employment”) must be read as part of all of the Company's current policies. These Terms of Employment and the policies shall be subject to modifications, from time to time, upon notice to you.

1. Probation

1.1 You shall be on probation for a period of one hundred and eighty (180) days from the effective start date of your employment with the Company. The Company may, in its sole discretion, at any time extend this period of probation for an additional period of ninety (90) days upon notice to you.

1.2 You acknowledge and agree that the Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to have provided any information and/or grant any consent or permission required by the Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, the Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents, or certificates provided as proof of your qualifications and experience, or if you fail to cooperate with the Company and/or its agents in conducting such verification and/or background and/or reference checks, the Company may, in its sole discretion, elect to terminate or suspend your employment immediately.

1.3 Unless otherwise communicated to you by the Company, the probation period shall expire one hundred and eighty (180) days after your effective start date, unless the probation period is extended for an additional ninety (90) day period, in which case the probation period shall expire two hundred seventy (270) days after your effective start date.

1.4 Notwithstanding anything contained herein, during your probation period, the Company may terminate your employment upon thirty (30) days' notice to you, with or without cause, and with or without stating any reasons whatsoever.

1.5 If you desire to terminate your employment during the probation period, you shall provide the Company thirty (30) days prior written notice with reasons for such termination.

2. Duties

2.1 The roles, responsibilities, and duties appropriate to your designation or your employment will be specified by the Company from time to time. The Company may at any time, in its sole discretion, upon notice to you, alter or otherwise modify these roles, responsibilities, and duties. Further, at any time, you may be required to provide services, directly or indirectly, to the Company and its affiliates and their employees, contractors, and clients.

3. Hours of Work

3.1 A working day shall comprise nine (9) hours, irrespective of shifts, with a break for an hour (in the aggregate). However, you are expected to be available via message or call throughout the day.

3.2 You may be required to work on a shift basis. Shifts may be scheduled across twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year, subject to applicable laws. The Company may, at any time and in its sole discretion, change the shift timings upon notice to you.

3.3 The Company may, at any time, in its sole discretion, require you to work beyond six (6) hours a day upon notice to you.

4. Place of Employment

4.1 You acknowledge and agree that you may be assigned, transferred, or deputed to offices, departments, or units of the Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer, or deputation, you may be required to consent to and/or agree to certain other agreements or policies applicable to such an assignment, deputation, or transfer.

4.2 In the event of any assignment, transfer, or deputation of your services, your salary and other benefits may be adjusted in accordance with the Company's policies with respect to such an assignment, transfer, or deputation.

5. Travel and Expenses

5.1 You may be required to travel, whether in or around India or overseas, in connection with your employment with Lumio Partners Private Limited upon short notice to you. While traveling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during the course of your employment will be reimbursed in accordance with the

current travel and expense policy of the Company. You are expected to keep your passport valid at all times.

6. Salary and Benefits

6.1 Your compensation will be reviewed on an annual basis and your salary may be adjusted, depending upon various factors, including your performance during the preceding performance period.

6.2 Notwithstanding the above, you acknowledge that it is the Company's policy to review the compensation payable to its employees for successive years and such compensation may be higher or lower than the compensation received for the previous year depending on various factors, including the overall performance of the Company.

6.3 Unless otherwise provided by the Company, your salary shall be paid in monthly installments and in arrears. The total amount issued will be your salary less any statutory, standard, permissible, or elected deductions or set-offs applicable to your employment.

6.4 In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. The Company may, upon notice to you, at any time and in its sole discretion amend, suspend, vary, and modify any of the terms and conditions of these benefits and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date.

7. Leave Policy

7.1 The Company's leave policy shall apply to your employment and may be modified by the Company at any time, in its sole discretion, upon notice to you.

8. Termination

8.1 Your employment shall terminate immediately:

- (a) When you reach the age of sixty (60) years;
- (b) Upon the Company giving you thirty (30) days' notice of termination for any reason, with or without cause; the Company may, in its sole discretion, terminate your employment immediately by paying your basic monthly salary in lieu of giving you such notice; and/or
- (c) Upon the Company's notice to you, if you are in breach of any of the terms contained herein or any of the Company's policies and you have failed to cure such breach within thirty (30) days of notice of such breach.

8.2 The Company may terminate your employment immediately, with or without notice, on the occurrence of your:

- (a) Embezzlement, intoxication, or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback, or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors, and clients;
- (b) Engaging in misconduct (wilful, intentional, or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged, or convicted in a criminal proceeding or similar proceeding that involves a matter which the Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors, and/or clients, or may otherwise bring the Company and/or its affiliates and their employees, contractors, and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors, or clients; and/or
- (c) Involvement in any act of moral turpitude.

8.3 You may at any time terminate your employment by giving the Company forty-five (45) days prior written notice.

9. Consequences of Termination

9.1 Upon termination or expiration of your employment, for any reason, or as otherwise requested by the Company, you will return to the Company:

- (a) Any property belonging to the Company, such as a laptop computer, mobile phone, access card, and other devices with details of any passwords or user IDs installed therein; and
- (b) All Confidential Information and any Work Product, including any documents and information, of whatever description or in whatever form, tangible or intangible, in your possession, together with copies, notes, or summaries of such documents and your own working papers which are derived from or based on such documents.

9.2 Upon termination or expiration of your employment, for any reason, amounts due or payable, from or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.

9.3 Upon termination or expiration of your employment, for any reason, the Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training. Further, the Company shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.

9.4 Any termination of employment or these Terms of Employment by the Company shall be without any further liability of the Company and its affiliates and their employees, contractors, or clients to you or to your successors-in-interest or assigns.

10. Mode of Communication

10.1 Other than general notices, which may be intimated by e-mail, general notice, announcement on the Company's website, bulletin e-mail, bulletin boards, and other similar postings, notices will be provided to you in person, by email, or by ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

11. Non-Solicitation

The Employee acknowledges and agrees that the nature of the confidential, proprietary, and trade secret information to which the Employee has, and will continue to have, access to derives value from the fact that it is not generally known and used by others in the highly competitive, international industry in which Lumio Partners Private Limited competes. The Employee further acknowledges and agrees that, even in complete good faith, it would be impossible for the Employee to work with Lumio Partners Private Limited's Clients directly or indirectly for a period of two years after termination.

12. Confidentiality

12.1 You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of the Company and its affiliates and their employees, contractors, and/or clients. At any time during the term of your employment, you agree to execute non-disclosure or similar agreements required by the Company and its affiliates and their employees, contractors, and/or clients with respect to such Confidential Information.

12.2 During the term of your employment and thereafter, you shall: (a) hold the Confidential Information in the strictest confidence; (b) not disclose or use or attempt to use or disclose the Confidential Information, except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you; (c) not disclose or divulge the Confidential Information to or for the benefit of any third person or entity without the prior authorization of the Company; (d) give prompt notice to the Company of any actual or attempted unauthorized use or disclosure of the Confidential Information; and (e) return the Confidential Information, including any copies or reproductions, at the Company's request or upon termination of your employment. Your obligations under this Section shall remain in effect and

survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you, including in the event where you take up or attempt to take up employment with or act or attempt to act as consultant or contractor to, any person who may be a competitor of the Company, or take up or attempt to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information.

12.3 “Confidential Information” means any proprietary or confidential information, work product (whether produced by you or other resources of the Company or provided to you by the Company or on the Company’s and its affiliates’ and their employees’, contractors’, and/or clients’ behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of the Company, its affiliates and their employees, contractors, and/or clients, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions, processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information, and internal publications. Confidential Information shall not include information that is publicly available.

13. Intellectual Property

13.1 You agree that any rights, title, and interest whatsoever, including, but not limited to, patents, copyright, trade secret, and design rights, whether registerable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover, or create during or in consequence of employment hereunder (“Work Product”) shall belong exclusively to the Company. You hereby convey ownership in such rights, title, and interest to the Company and its affiliates upon inception or development.

13.2 All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide rights, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract, and licensing rights) in such Work Product to the Company and its affiliates. You retain no rights to use the Work Product and agree not to challenge the validity of the Company’s and its affiliates’ ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or

proceeds therefrom, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to Lumio Partners Private Limited or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Lumio Partners Private Limited and its affiliates and their employees, contractors, or clients with respect to such rights and grant to Lumio Partners Private Limited and its affiliates an exclusive, irrevocable, perpetual, worldwide, sublicensable, fully paid-up, and royalty-free license to such Work Product, or part thereof. Upon termination or expiration of your employment or these Terms of Employment, you will deliver to the Company all Work Product, including any parts or copies thereof completed, created, and/or prepared up through the date of termination and all copies thereof.

13.3 You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by the Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including the waiver of any such rights, including authors' special rights under Section 57 of the Copyright Act 1957). In the event that the Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of the Company and its affiliates, you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file, and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you.

13.4 You agree that you will not violate or attempt to violate the intellectual property rights, interests, or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you.

14. Data Privacy Policy

14.1 The Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as your spouse or children). Such data may be received from you, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. The Company may process such data for the relevant and limited purposes specified in the Company's data privacy policy ("Privacy Policy"), a copy of which is available on request. Further, the Company may, for these purposes, transfer such data to any country in which Lumio Partners Private Limited's worldwide organization does business. By signing these Terms of Employment, you consent to the terms and conditions of the Privacy Policy, as may be modified by the Company at any time, and in its sole discretion, upon notice to you, and you expressly consent to the following:

- (a) the processing of your personal data in accordance with the Privacy Policy;
- (b) the collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Privacy Policy;
- (c) the transfer worldwide of personal data held about you by the Company to other employees

and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and
(d) treating any personal data to which you have access in the course of your employment strictly in accordance with the Privacy Policy and other Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. The reference to information "about you" or similar references includes references to information about third parties, such as spouses and children (if any), which are provided by you or on your behalf.

15. Non-Compete

15.1 During the term of your employment or these Terms of Employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant, or employee of any person, firm, or company, engage yourself in any activity or business which could result in direct or indirect competition with the business of the Company.

16. Warranties

16.1 You warrant that your employment with the Company will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party.

16.2 You warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with company(ies), person(s), or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior to the effective start date at the Company.

16.3 You warrant that you have not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise.

16.4 You warrant that you will comply with all of the Company's policies and standards (including the Company's Code of Business Ethics) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with the ethical and professional standards of the Company or otherwise as applicable to the services provided by you hereunder.

16.5 You warrant that you possess all the requisite certificates, licenses, permits, work visas, and clearances to be able to lawfully and rightfully perform the services as required hereunder.

17. Indemnification

You agree to indemnify the Company and its affiliates for any losses or damages sustained by the Company and its affiliates which are caused by or related to your breach of any of the provisions contained in these Terms of Employment.

18. General

These Terms of Employment and your employment are personal to you and you cannot assign, subcontract, or transfer your obligations hereunder to any other person or entity. Lumio Partners Private Limited may assign these Terms of Employment, in part or whole, upon notice to you. No delay or failure by Lumio Partners Private Limited to exercise any of its powers, rights, or remedies under these Terms of Employment will operate as a waiver of such powers, rights, or remedies. If any provision of these Terms of Employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Employment shall not be affected. You shall not make any announcement concerning the Company and its affiliates and their employees, contractors, or clients without the Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo, or any other intellectual property of the Company and its affiliates and their employees, contractors, or clients. These Terms of Employment will be construed in accordance with and governed by the laws of India. These Terms of Employment, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter and supersede all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

I have read, understood, and agree to the terms and conditions as set forth in these Terms of Employment. My acceptance is as of the day and year written below.

Signature: _____

Name: _____

Date: _____