

19/08/2023

Veena S

veenasaseedran@gmail.com/ +91 9567072118

OFFER OF EMPLOYMENT

Dear **Veena**,

We are pleased to make an offer to you for the role of **Senior Software Engineer, Level 4.1**.

Your employment will be governed by terms and conditions referred in Annexure A (Terms and Conditions of Employment) and by any other policies that may be formulated by the Company.

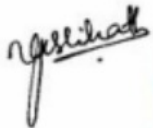
Your monthly salary is attached herewith in Annexure B (Compensation and Benefits) and the scope of your responsibilities is attached in Annexure C (Responsibilities). Annexure D contains the Confidentiality and Intellectual Property Rights obligations you have.

Please sign the duplicate copy of the Letter of Employment on all the sheets at the right-hand bottom corner, and return the same to us, as a token of your acceptance.

If this offer is not accepted in writing by 21-Aug-23 the offer will stand cancelled. By accepting the offer, you hereby consent to VRIZE initiating a pre-employment verification by a professional agency which checks amongst other relevant parameters your previous employment records, character and conduct checks, educational qualification checks, criminal background checks, credit checks and medical or drug tests where required under any particular jurisdictions. The validity of this offer will be subject to the outcome of such verification and checks.

We welcome you on board and wish you a long and mutually beneficial association with VRIZE.

Yours truly,



Yashika Thimmaiah
Chief Human Resource Officer



ACCEPTANCE

Having read the employment offer and the terms and conditions, I accept the same and this offer supersedes all prior understandings, offers or agreements, and that there are no other terms expressed or implied.

Join By (Latest): 14-Sep-23

Veena S

Signature:

Dated: 19/08/2023

Enclosures:

1. Annexure A: Terms and Conditions of Employment
2. Annexure B: Compensation and Benefits
3. Annexure C: Responsibilities
4. Annexure D: Intellectual Property Rights Agreement



ANNEXURE A

TERMS AND CONDITIONS OF EMPLOYMENT

Your employment shall be subject to the terms and conditions provided here in below or any other policies that may be formulated by the company

Commencement of Employment and Duration

Your employment as **Senior Software Engineer** shall commence with the actual joining date. You will be notified of the joining formalities such as the office location to present in person or joining online. In case you are unable to present yourself on the joining date, the contract of employment shall stand terminated unless You have informed the Company and the Company has granted You an extension regarding the date of joining.

You will devote your time, skills and attention to the work and business of the Company and shall work diligently and efficiently to promote the interests of the Company.

Posting / Location

As a, you will be free to operate from home in Bangalore or any other location of your choice. Location is not a constraint for this role now. However, at any time, you may need to relocate to locations within India or abroad based on Company needs.

Duties and Responsibilities

You will serve the company in the capacity of **Senior Software Engineer** and shall carry out such duties as described in Annexure C (Responsibilities). Your reporting manager will be responsible for assessing your performance against the roles and responsibilities. From time to time, your role and responsibilities may be modified based on the requirements of the Company. Your manager may also change from time to time.

Compensation and Benefits

During the term of your employment/retainership, Company will compensate you as specified in Annexure B (Compensation and Benefits).

All statutory deductions, if any, will be carried out by the Company and all payments due to you will be after all such deductions are made.

The components of compensation and the structure are subject to change from time to time based on the prevailing policies of the Company and your entitlements as You continue in the services of the Company.

Leave and Holidays

You will be entitled to leaves and holidays as stipulated in the list of holidays declared by the Company. Leaves such as Maternity leave will be paid as per the laws applicable.

Confidentiality

As an employee of the Company, you will have access to and be entrusted with certain The details of this offer including your compensation details are confidential and must not be shared with any third party.

As an employee of the Company, you will have access to and be entrusted with certain Confidential Information of the Company, its customers, business associates and others, including in respect of their business, dealings, transactions and affairs, all of which information may be confidential.

It is a condition of your employment that you will not, except as authorized by the Company, or as required by your duties, use for your own benefit or gain or divulge to any persons, firm, company or other organization any Confidential information belonging to the Company, its customers, business associates and others, or relating to their affairs or dealings which may come to your knowledge during your employment.



This restriction shall cease to apply to any information or knowledge, which may subsequently come into the public domain other than by way of unauthorized disclosure or was in your possession prior to joining the Company.

All confidential records, documents and paper together with any copies or extracts thereof, made or required by you in the course of employment shall be the property of the Company and must be returned upon termination / conclusion of your employment.

'Confidential Information' shall include all trade secrets and all information labelled or designated as confidential.

Intellectual Property Rights

All the Intellectual property rights such as patents, trademarks, copyrights, design rights, moral rights, attribution rights in the work created by You during your employment including but not limited to software, tools, algorithms, reports, documents shall stand automatically assigned to the Company. You shall also execute the attached Confidentiality and Intellectual Property Agreement in Annexure D.

Non-Competition

You further agree with the company that you will not, for a period of twelve months after ceasing to be employed, either alone or jointly with or as an owner, director, manager, agent, consultant or employee of any person, firm or company directly or indirectly carry on or be engaged in any activity or business which shall be in competition with the business of the company.

Termination of Employment

a) The Company may, without assigning any cause, terminate your employment hereunder upon written notice to you, such notice to be effectively one month from the date of electronic communication (e-mail) or postage by registered post or courier or upon giving one month salary in lieu of notice of one month.

b) Subject to other terms and conditions of employment, you may terminate your employment hereunder, upon written notice to the Company, such notice to be effective one month from the date of receipt. The Company may however, at its sole discretion, may permit you to leave earlier. If you tender your resignation to be effective on a future date, the Company may, without consultation with you, accept the resignation with immediate effect or with effect from any date prior to the date specified by you in your letter of resignation. However, in the event, your termination of employment is without serving the stipulated notice period, You shall pay the Company the amount equivalent to one month of your salary before the last day of your service with the Company.

c) If you remain absent without authorization for 3 or more consecutive working days, or remain absent unauthorized for a period of 3 days or more beyond your originally granted period of leave, Company will assume you have voluntarily resigned or abandoned Company's service. However, if you report to work within a reasonable time period by providing a satisfactory explanation for your absence, you may be permitted to resume duty without prejudice to the right of the Company to take suitable action.

d) Your service could be terminated by the Company without requirement of a notice or notice pay in lieu of notice if you:

- a. Are found to misrepresent any facts or information or your background verification details are found to be false at any time later;
- b. Engage in serious misconduct;
- c. Commit a serious or persistent breach or non-observance of any conditions of your employment;
- d. Charges are framed against you by a competent court in an offence involving moral turpitude or You are convicted for an offence / breach of the laws of the land;
- e. Knowingly or unknowingly fail to perform your duties;
- f. Act with gross or repeated incompetence or negligence to the material detriment of the Company;
- g. Are unable to perform the services due to absence of the core skills necessary for the role;
- h. Breach any of the policies of the Company or of a customer of the Company, in case you are deployed on a customer project;
- i. Breach confidentiality or intellectual property obligations or commit an action or omission that can



create risk or adverse consequences for the Company.

No Moonlighting or multiple employment of any nature

A material condition of your employment shall be that You perform the services and undertake assignments only of the Company and no other outside engagement whether part time, full time or as consultant is permitted. You shall not engage in any situation of employment or consulting that directly or indirectly conflicts with the exclusive employment at Vrize. A breach of this condition shall entitle the Company to initiate disciplinary actions that may result in consequences including but not limited to termination of your employment.

Company Assets

In the event that you are given computer hardware, software, desktop, mobile device or any other asset by the Company, you shall use these assets solely for the purpose of performing the services of the Company. You shall not use these assets for personal matters or for activities that are unlawful, breach a law or cause any cybersecurity risk to the assets. In particular, You shall not install any unauthorized software or hardware into the devices, copy drives, modify the platforms etc. A breach of this condition shall entitle the Company to initiate disciplinary actions that may result in consequences including but not limited to termination of your employment. It is clarified that you submit to the exclusive right of the Company, at any time, with or without any notice, to inspect or access and monitor Company assets, which are in your possession.

Work place conduct

The Company places utmost priority to creating a fair workplace free of any harassment or bullying of any kind. You are advised to read all workplace policies from time to time and abide by them. In particular, you are advised to conduct yourself appropriately in online meetings, chat rooms, onsite, in office and at customer locations. A breach of the Company's policies shall entitle the Company to initiate disciplinary actions that may result in consequences including but not limited to termination of your employment.

Anti – Corruption conduct

The Company and its customers are governed by several anti-corruption laws both locally and internationally, hence you shall not do any act that may breach such laws and result in an exposure for the Company.

Conflict of Interest

You shall at all times ensure that You have no conflict of interest with your role and responsibilities with any other fact or status you may have. For e.g. if you are related to a potential vendor to the Company, You shall disclose the same to the Company and recuse yourself from any conflicting position that may cause doubts about the propriety of a decision you may take or an action you may do.

Jurisdiction

Any dispute arising out of the employment will be governed and construed in accordance with the laws of India and the courts in Kochi, Kerala shall have the jurisdiction to decide on any disputes that may arise.

General

The above terms and conditions including those in Annexure B (Compensation & Benefits) and Annexure C (Responsibilities), Annexure D – Confidentiality and Intellectual Property Rights Agreement are based on and subject to the Company's policies, procedures and other rules laid down from time to time.



ANNEXURE B

COMPENSATION AND BENEFITS

Your Compensation shall be structured in the following manner:

Gross Salary	Annual Salary of Rs. 1400000/- (Fourteen Lakhs Only). Salary stack is given below.
Other Terms	All deductions as per government laws and guidelines
Pay out modality	Payment will be monthly after deduction of taxes, PF, Insurance , Professional Tax etc:

SALARY STACK

Compensation Particular	Monthly	Annual
salary		
Basic	58,333	700,000
FBP1	53,677	644,130
Gross Salary	112,010	1,344,130
Other Benefits (Employer's Contribution)		
Gratuity	2,805	33,670
Provident Fund	1,800	21,600
Labour Welfare Fund (LWF)	50	600
Annual CTC (in INR)	116,666	1,400,000

1 FBP: Flexi Benefit Plan (for your tax planning)

2 Employee, Spouse , Kids (2) medical covered for 5 lakhs per annum and employee's life for 20 lakhs



ANNEXURE C

KEY RESPONSIBILITIES

Key Deliverables expected from **Senior Software Engineer**.

1. Will be defined by your reporting manager soon after joining the company.



ANNEXURE D

Employee Confidentiality and Intellectual Property Assignment Agreement

This confidentiality and intellectual property assignment agreement ("Agreement") is entered at Bangalore by and between:

[VRIZE] hereinafter referred to as the "Company" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part

and

Veena S, hereinafter referred to as "Employee", (which expression shall, unless repugnant to the meaning or context hereof mean and include its successors and permitted assigns) of the Second Part.

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

This Agreement governs all the confidential information received and intellectual properties created or in the process of creation and development by the Employee from the date of his joining the services of the Company or prior to the date of joining if confidential information is received from the Company or intellectual property is created for the Company in connection with the employment with the Company.

WHEREAS:

- A. The Employee is an employee of the Company and by virtue of being an employee, is provided access to confidential and proprietary information of the Company;
- B. The Employee may conceive and contribute to the development of intellectual property of the Company during the course of his/her employment with the Company and for the discharge of the Employee's obligations set forth in the employment agreement executed by the Employee with the Company;
- C. The Parties wish to enter into this Agreement to set forth the terms relating to confidentiality obligations and ownership of intellectual property rights in information shared with the Employee.
- D. Whereas the Employee undertakes the obligations in the Agreement with the full understanding and opportunity to review and assess the undertakings contained herein and his / her acceptance of the obligations shall not be disputed later at any point of time.

In consideration of the employment provided by the Company and other mutual promises and agreements contained herein below, the receipt and sufficiency of which are hereby acknowledged, the Employee agrees as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement (including in the recitals herein above or schedules hereto), the following words and expressions shall have, where the context so permits, the following meaning ascribed to them:

1.1. "Affiliate", means any Person or entity who directly or indirectly, Controls, is controlled by, or is under the common Control of a Party. The term "Control" is used in the sense of the possession by a Person or a group of Persons acting in concert, directly or indirectly, of the right to direct or cause the direction of the management and policies of another Person, whether through the board of directors or ownership of voting rights by such other Person, by the Articles of Association, contract or otherwise. A Person or a group of Persons acting in concert shall be deemed to be in control of a body corporate if such Person or group of Persons is in a position to appoint or appoints the majority of the directors of such body corporate.

1.2. "Confidential Information" shall mean and includes information which is confidential including Proprietary Information and other information related to the business of the Company, its Affiliates or any third parties with which the Company associates, whether or not such information is expressly marked or designated as confidential information and includes but is not limited to:

- i. information of value or significance to the Company or its competitors (including potential competitors) ;
- ii. any software code, object code, source code, tools, algorithms, data analytics, reports, or any other material of technical nature;
- iii. data of or about the Company or its vendors, customers, employees, advisors, mentors, service providers or



consultants, in particular, contact information and sales information;

- iv. data about Company's compliance with applicable law including data about licenses, permissions, approvals, permissions or consents applied for, requested by, granted to or denied to the Company or its promoters;
- v. data about all filings and official submissions made by the Company to governmental authorities and the content of the discussion and communication by the Company with such authorities;
- vi. data related to the Company's business, its existing and upcoming products, services, business strategy, terms of engagement with its vendors or customers, pricing data, business plans;
- vii. any data, documents, sketches, designs, plans, drawings, photographs, reports, communication, technical information, information about Intellectual Property Rights, user information, compilation, subscription details, asset information, know-how, research and development, internal policies;
- viii. any information related to the Company's technology, software, hardware, code, design, business strategy, business plan, internal systems, business architecture;
- ix. financial data, in particular, concerning budgets, fees and revenue calculations, sales figures, financial statements, profit expectations and inventories of the Company;
- x. training data, particularly documents, videos, processes, multimedia files, presentations and any such training resources that the Employee gains access to during his association with the Company;
- xi. security information (including passwords, login credentials) used to access any resource owned or operated by the Company, its affiliates, clients or third party agents;
- xii. client or user data, user credits, user analytics, user preferences, feedback information;
- xiii. any information which may be reasonably understood by its nature, or by the context of its disclosure, to be confidential; and
- xiv. any information derived from any of the above-mentioned information; and
- xv. original information supplied by the Company or information provided to the Company by third parties which the Company is obligated to keep confidential; Or any other information that can be reasonably deemed to be of confidential or proprietary nature.

1.3. "Intellectual Property Rights" means and includes, without limitation, any patents, copyrights, trademarks, trade secrets, service marks, database right, design right, moral right or any other property rights (in each case, whether registered or not and including applications for registration, if any) that grant similar rights as the foregoing, anywhere in the world.

1.4. "Company Intellectual Property" means any Proprietary Information created, conceived, developed, improved upon or contributed to by the Employee during the course of Employment.

1.5. "Proprietary Information" means and includes, but is not limited to, Company Intellectual Property information about software programs, designs, source code, object code, algorithms, trade secrets, formulae, designs, know-how, domain names, processes, applications, data, ideas, techniques, documents, notes, presentations, works of authorship, business plans, customer lists, user information, vendor data, customer data, operational data, terms of compensation and performance levels of employees, and other information concerning the actual or anticipated business, research or development, prices and pricing structures, marketing and sales information, competitive analysis, and any information and materials relating thereto, or which is received in confidence by or for the Company or its Affiliates from any other person, whether or not it is in written or permanent form.

1.6. "Effective date" means the date the Employee joins the services of the Company or where the exchange of confidential information and intellectual property materials has occurred before the date of joining but connected to the products, platforms and services of the Company, then all materials disclosed or developed prior to the date of joining shall also be covered by these obligations of the Employee contained herein.

2. CONFIDENTIALITY OBLIGATIONS

2.1. The Employee agrees and acknowledges that during the term of his employment with the Company ("Employment"), the Employee shall have access to Confidential Information through oral, visual, electronic or written means, solely by virtue of the Employment and for the purpose of enabling the Employee to discharge his obligations towards the Company as an employee. The provision of access to Confidential Information to the Employee shall be at the discretion of the Company.

2.2. The Employee understands and acknowledges that the Confidential Information is of immense value to the Company and its Affiliates and/or its present, past or prospective clients. The Employee understands that any



use or disclosure of such Confidential Information including any inadvertent disclosure can cause immense and irreparable harm, loss, damage and injury to the Company and its Affiliates and its reputation and hence undertakes to keep such Confidential Information confidential and use it solely in the manner expressly authorized by the Company and only during the term of his Employment.

2.3. The Employee agrees and undertakes that at all times during the term of his Employment and thereafter on termination of his Employment for whatever reason to hold in the strictest confidence, and not to use, except for the benefit of the Company and its Affiliates, and absolutely refrain from in any manner divulging, discussing, disclosing the Confidential Information to any third party or in any manner directly or indirectly using the Confidential Information without the written authorization of the Company.

2.4. The Employee recognizes that the Company and its Affiliates have received and in the future will receive from third parties, information that would be confidential and proprietary in nature to such third parties, during the course of his Employment. The Employee agrees to hold all such third party information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his work for the Company consistent with the Company's agreement with such third party.

2.5. The Employee further undertakes not to make copies of such Confidential Information except as authorized by the Company. Nothing contained in this Agreement shall be construed as granting or conferring any rights either as a license or otherwise in the Confidential Information. The Employee shall not claim or represent to hold any interest by way of ownership, assignment or otherwise in the Confidential Information.

2.6. The Employee shall, upon termination of the Employment, promptly return to the Company all Confidential Information including all materials and documents obtained from or through the Company (in hard or soft copy or any other medium).

2.7. Nothing in this Clause 2 shall apply to information:

(i) that was lawfully obtained by the Employee from a third party who has no obligations of confidentiality to Company; (ii) that was developed by the Employee independent of the Confidential Information and without breaching any of the Company's proprietary rights; and (iii) information disclosed to the Employee by the Company without confidentiality restrictions when expressly the Company has specified that the information was not confidential.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. The Company shall retain all rights, title and interest and Intellectual Property Rights in any Company Intellectual Property created, conceived, developed, contributed to or improved upon by the Employee during the course of his Employment, shall vest with the Company upon such creation, conception, development, contribution or improvement. Notwithstanding anything to the contrary, no license with respect to Intellectual Property Rights shall be deemed or implied to be granted by the Company to the Employee in respect of the Company Intellectual Property.

3.2. The Employee shall not reverse-engineer, decompile, or disassemble, modify or copy (except for making a single back-up copy) any methodologies, software or white paper article, themes, headlines, or Confidential Information disclosed under this Agreement and shall not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information it receives from the Company.

3.3. To the extent that any rights referred to under Clause 3.1 do not vest with the Company automatically as per the terms above or through operation of law, the Employee hereby irrevocably and in perpetuity assigns to the Company all of right, title and interest (including without limitation any and all Intellectual Property Rights), that is now or may be available, in: (a) any and all Company Intellectual Property; and (b) any and all Proprietary Information that the Employee may have conceived, created, improved upon, developed or contributed to prior to the Effective Date, as part of his association with, contribution to the Company or its incorporation (including as part of work undertaken for the business of the Company prior to its incorporation).

3.4. The Employee agrees and understands that any and all copyrightable works that are prepared by the Employee, within his scope of service, is "work for hire" under applicable law and the Company will be considered the first owner of such copyrightable works. To the extent that the Company is not considered the



first owner of the Intellectual Property Rights created by the Employee, the copyright and all related rights, title and interest in all such Company Intellectual Property is irrevocably assigned by the Employee to the Company in consideration of the Employment which constitutes valid and adequate consideration. The Employee hereby waives any right to and agrees that he shall not raise any objection or claims under applicable law in respect of ownership of such Company Intellectual Property.

3.5. During the Employment, whatever gets created, developed, modified in the form of any hardware or software design, engineering, hardware code, software code, hardware and software library, schematic, architectural, layout, protocol, model or any Intellectual Property or document in any format by the Employee with or without the assistance or involvement of any other Person during the Term using own tools or the Company's or its partners/Affiliates' tools and systems will always be property of the Company.

3.6. The Employee shall do all acts, deeds and things including execution of necessary documents without charge or compensation but at the cost of the Company for fully and effectively vesting in the Company the rights in any Intellectual Property Rights as referred to in this Clause 3.

3.7. The Employee hereby irrevocably appoints the Company as his attorney for the purpose of executing in the name and on behalf of the Employee all such deeds and documents as may be required pursuant to this Clause 3.

3.8. The Employee represents and warrants that the Employee has not violated and will not violate the Intellectual Property Rights of any third party and agrees not to violate the Intellectual Property Rights of any third party in the course of Employment.

3.9. The Employee acknowledges that the Employment and the remuneration paid by the Company to the Employee is a good, valuable and adequate consideration, to be bound by the terms and conditions of this Agreement.

4. NON COMPETE AND NON SOLICITATION AGREEMENT

4.1. The Employee hereby agrees that pursuant to the termination of their employment in the Company as per this Agreement or for any reason whatsoever, they shall not directly or indirectly compete with the Business of the Company or its Affiliates for a period of 1 (one) year from the Termination Date. The non -compete period referred to in this Clause 4 shall be extended by the length of time during which the Employee shall have been in breach of the provisions of this Clause 4.

4.2. The Employee hereby agrees and undertakes that during the term of the Employment with the Company and for a period of 1 (one) year following the Termination Date of his/her Employment, the Employee shall not, directly or indirectly, either as an individual on his own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):

4.2.1. Solicit employment of or advise any of the Company's or Affiliate's existing employees or any person who was employed by the Company or an Affiliate within 6 (six) months prior to such solicitation or any person or organization providing services to or through Company to terminate his or her contract or relationship with Company or its Affiliate or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or

4.2.2. Contact any of the clients/customers of the Company or its Affiliate to entice such clients away from the Company of Affiliate or to damage in any way their business relationship with the Company or its Affiliate or for the provision of substantially the same services provided to such clients by the Company or its Affiliate; or

4.2.3. Solicit or undertake employment with any client/customer of the Company or its Affiliate or any organization where the employee has been taken or sent for training, deputation or secondment or professional work by the Company; or enter the employment of, or render any other services to, any person engaged in a business which competes with the business of the Company wherein the Employee is required to use the intellectual property created for the Company or create its derivatives or similar products or technologies.



4.3. The Employee hereby acknowledges and agrees that the covenants set forth in this Clause 4 are a condition of the employment by the Company and that the breach of any such covenants would cause irreparable harm to the Company.

5. INDEMNITY AND REMEDIES

5.1 Without prejudice to any other right available to the Company in law or under equity, the Employee shall jointly and severally be liable to compensate and indemnify, defend and hold harmless the Company, its Affiliates, their directors, officers and employees, from and against losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, assessments, interest, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) based upon, arising out of, or in relation to or otherwise in respect of breach of its obligations under this Agreement.

5.2 The Employee acknowledges and agrees that breach of this Agreement may cause the Company irreparable damage and harm and therefore, without prejudice to any other rights or remedies that the Company may have, the Employee agrees that the Company shall be entitled to seek extraordinary relief in court, including without limitation, specific performance, preliminary or permanent injunctions or other appropriate remedy without the necessity of posting a bond or other security. If any court of competent jurisdiction holds that the restrictions contained in this Agreement are unreasonable on any criteria, the said restrictions shall be deemed to be reduced to the extent necessary in the opinion of such court to make them reasonable.

6. MISCELLANEOUS

6.1. The Employee shall not refer to the confidential information or intellectual properties, software and platform details or parts or extracts, or his/her work on the confidential information and intellectual property covered by this Agreement in any social media accounts of the Employee, webinars, or any other medium of communication, disclosure or publication.

6.2. The obligations of the Employee contained in this Agreement shall survive the termination of his/her employment with the Company and the termination of this Agreement. Termination of this Agreement and its obligations can be made only if the Company notifies the Employee in writing that the obligations herein or the Agreement are no longer required to be complied. The Agreement is valid and enforceable at all times until terminated by the Company.

6.3 Neither this Agreement nor any right/obligation shall be assignable or otherwise transferable by the Employee.

6.4 This Agreement shall be governed by the laws of India. The competent courts in Kochi, Kerala shall have exclusive jurisdiction over all disputes arising from or relating to this Agreement.

6.5 This Agreement together with the employment agreement including other confidentiality agreements, if any, executed by the Employee with the Company constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and may be modified only by an instrument in writing which is acceptable by the Company. This Agreement supersedes any and all prior oral discussions and/or written correspondence between the Parties in respect of the subject matter.

6.6 The failure or delay on the part of one Party to exercise or enforce any rights resulting from this Agreement shall not be a waiver of any such rights, nor shall any single or partial exercise thereof operate so as to bar the later exercise or enforcement thereof.

7 If any part of the Agreement is deemed unenforceable or invalid, the rest of the Agreement shall remain valid and shall be construed in such a manner that the Intellectual Property Assignment and the confidentiality obligations remain enforceable to the maximum extent in the favour of the Company.

IN WITNESS WHEREOF THE EMPLOYEE HERETO HAVE EXECUTED THIS AGREEMENT

_____ (Name of Employee)

Date _____

Address _____

Employee Number _____

Signature :

