

**EMPLOYMENT AGREEMENT**

**BY AND BETWEEN**

**Signeasy Technologies Pvt Ltd.**

**and**

**Name**

## EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** ("**Agreement**") is made at Bangalore, India on Date:

### AMONG:

**Signeasy Technologies**, a private limited company registered under the Companies Act, 2013 and having its registered office at Ground Floor, No. 26, Survey #39, Vishnuvardhan Main Road, Channasandra Village, Bangalore – 560098 (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the context hereof include its successors, executors and administrators and assigns) and represented herein by its Country Head and VP Engineering Souvik Dutta of the **FIRST PART**;

### AND

**Name**, d/o/S/o name, address (hereinafter referred to as the "**Employee**" which term shall, unless repugnant to the meaning or context thereof be deemed to mean and include his/her/their executors and administrators) of the **SECOND PART**.

**The Company** and **Employee** are, unless repugnant to the context or meaning thereof, individually referred to as a "**Party**" and collectively as the "**Parties**".

### WHEREAS:

- A. The COMPANY is engaged in the Business (as defined hereinafter) in India.
- B. The COMPANY hereby appoints the Employee as **designation** (hereinafter referred to as "**Designation**"), and the Employee has agreed to be so appointed and employed by the Company.

**NOW THEREFORE**, in consideration of the premises, the mutual covenants, terms and conditions and understandings set forth herein, the Parties with the intent to be legally bound hereby covenant and agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement (including the recitals above and the annexures, schedules and exhibits hereto), except where the context otherwise requires, (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following words and expressions shall have the following meanings:

- 1.1.1 "**Affiliate**" in relation to a Party, (i) being a corporate entity, shall mean any Person existing as of the date of this Agreement or at any time in future, which, directly or indirectly, Controls, is Controlled by or is under common Control with, such Party; (ii) being an individual, shall mean any Relative (as hereinafter defined) of such a Party or any Person who, directly or

indirectly, is Controlled by such Party or a Relative of the Party, (iii) in any other case, shall mean a Person Controlled by the Parties to this Agreement;

- 1.1.2 **"Agreement Date"** means the date of execution of this Agreement.
  - 1.1.3 **"Applicable Law"** means any applicable national, provincial, local or other law, regulations, administrative orders, ordinance, constitution, decree, principles of common law, binding governmental policies, statute or treaty, and shall include notifications, regulations, policies, directions, directives and orders of any governmental authority, statutory authority, board, court, tribunal or recognized stock exchange, in each case, in India or aboard;
  - 1.1.4 **"Company Entity"** means any legal entity owned or managed by the Company.
  - 1.1.5 **"Board"** shall mean the Board of Directors of the Company.
  - 1.1.6 **"Business"** means the business of e-signature for customer's everyday business needs engaged by the Company.
  - 1.1.7 **"Confidential Information"** means (i) any information concerning the Company, business, intellectual property, technology, trade secrets, know-how, finance, transactions or affairs of the Company (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the Effective Date); (ii) any information or materials that contains or otherwise reflect, or are generated from, Confidential Information.
  - 1.1.8 **"Control"** or **"control"** (and the terms **"controlling"**, **"controlled by"** and **"under common control with"**) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting shares, by contract or otherwise.
  - 1.1.9 **"Effective Date"** shall mean date on which an Employee commences his/her/their employment with the Company.
  - 1.1.10 **"Person"** means any natural person, firm, company, governmental authority, joint venture, partnership, association or other entity (whether or not having separate legal personality).
  - 1.1.11 **"Personnel Policies"** means personnel policies of the Company as may be applicable to Employee from time to time.
  - 1.1.12 **"Rules"** means rules of the Company, as may be applicable to Employee from time to time.
- 1.2 In this Agreement (unless the context requires otherwise):
- 1.2.1 Any reference herein to any Clause, Schedule or Exhibit is to such Clause of or Schedule or Exhibit to this Agreement unless the context otherwise requires. The Schedules and Exhibits to this Agreement shall be deemed to form part of this Agreement;

- 1.2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- 1.2.3 Words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders;
- 1.2.4 Reference to statutory provisions, rules, regulations and guidelines shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such rules, regulations and guidelines;
- 1.2.5 The words “directly or indirectly” mean directly, or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” have the correlative meanings; and
- 1.2.6 The word “including” means “including without limitation” and the words “include” or “includes” have correlative meanings.

## **2. APPOINTMENT AND EMPLOYMENT AS designation**

- 2.1 The Company has proposed to appoint and employ Employee as **designation** and Employee has accepted such appointment and employment as the **designation** from **Date**, subject to all the terms and conditions of this Agreement.

## **3. DUTIES AND RESPONSIBILITIES OF Employee**

- 3.1 Unless otherwise provided in this Agreement, during the Term, an Employee shall devote their whole time / attention to the business of the Company and shall be responsible for completing the work as assigned and directed by the Company and/or the Board. Employee shall also accept and discharge those duties which may be assigned to him/her/them by the Board from time to time and which can be reasonably expected of him/her/them in consideration of his/her/their position as **designation**.
- 3.2 In their capacity, the Employee will (a) report to the Manager; (b) will perform such duties and responsibilities normally expected to be performed by the employee, and such other additional duties and functions from time to time assigned to the Employee; (c) act in accordance with the Company’s articles of association in force during the term of this Agreement and any further directions that may be issued by the reporting Manager/Company from time to time.
- 3.3 The discharge of the duties by Employee shall be subject to superintendence, control and direction of the Company and/or the Board and shall also be subject to any limits and restrictions imposed under this Agreement or imposed by Applicable Law, corporate governance documents, and restrictions imposed by the Board of the Company.
- 3.4 Employee hereby agrees and undertakes to employ the best of his/her/their skills and abilities to make his/her/their utmost endeavors to promote the interests and welfare of the Company and to

conform to and comply with the directions and regulations of the Company and all such orders and directions as may be given to him/her/them from time to time by the Company.

#### **4. LOCATION**

- 4.1 Employee shall initially undertake all [his/her/their] duties from the Company's office located at Bangalore or any other location as may be decided by the Company.
- 4.2 At any time during the Term, the Company may transfer, second or assign Employee to one or more departments within the Company in India or overseas, so long as the benefit of his/her/their employment accrues to the Company. Such transfer, secondment or assignment shall be on the same terms as those contained in this Agreement, provided however that Employee shall be bound by any specific policies of such Company Entity in existence at the date of this Agreement or that may be subsequently framed by concerned Company Entity.
- 4.3 Employee further acknowledges and agrees that he will be expected to make visits and travel both within India and overseas, as may be necessary for the proper discharge of [his/her/their] duties and responsibilities without any change in the terms and conditions of the employment (including but not limited to the remuneration payable to the Employee). If the Employee is required to travel for effecting official business of the Company, the Employee will be eligible to claim travel expenses etc., as per the policies of the Company.

#### **5. REMUNERATION; BENEFITS; BONUSES & INCENTIVES**

##### **5.1 Remuneration & benefits**

During the Term, in consideration of Employee rendering the services contained in this Agreement, he shall, subject to such approvals as may be required under Applicable Law, be entitled to the remuneration and benefits set out in Clauses 5.2 to 5.5 below. Apart from the payments payable to Employee under this Agreement, Employee shall not be entitled to any remuneration and/or monetary benefits from the Company.

##### **5.2 Total Cost to the Company**

Your CTC will be **INR x,xxx,xxx per annum**, subject to tax and other deductions. We request that you keep your compensation details confidential.

##### **5.3 Variable Incentive**

Employee may be eligible for incentives as decided and communicated by the Company from time to time.

##### **5.4 Statutory Contributions**

The Company shall be responsible for making all statutory contributions (including provident fund and gratuity fund) as per the applicable statutory laws.

#### 5.5 Adequacy of compensation

The Employee does and hereby gives his/her/their free consent and accepts the compensation provided by the Company as specified in this clause for his/her/their services as an adequate consideration and subsequently, the Employee shall not resort to any authority whatsoever to reason or challenge the adequacy of the compensation and benefits provided by the Company. Further, the amount for consideration shall not be a cause of dispute in any manner whatsoever between the Parties.

#### 5.6 Indebtmnt & Incapacity

5.6.1. If during the Employee's employment under this Agreement, the Employee becomes indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from the Employee against the compensation payable to the Employee and collect any remaining balance from the Employee.

5.6.2. If the Employee is at any time incapacitated or prevented by illness, injury, accident or any other circumstances beyond his/her/their control (such incapacity or prevention being hereinafter referred to as "**Incapacity**") from discharging in full his/her/their duties for an aggregate period of more than ninety (90) working days in any period of twelve (12) consecutive calendar months, the Company may by notice in writing to the Employee given at any time whilst the Incapacity continues, cease any remuneration payable to the Employee pursuant to this Agreement on and from such date as may be specified in the notice until the Incapacity ceases.

#### 5.7 Personal Information

For the purposes of the employment with the Company, the Employee may be required to submit his/her/their personal information including but not limited to the name, address, permanent account number, unique identification number, date of birth, sex, marital status, medical records, job data, ethnic group, education, citizenship, emergency contact and such other identity proofs which may be utilized by the Company for the purposes of managing its human resource and other needs. The Employee hereby consents to the Company using all such personal information for the matters relating to company's use only

#### 5.8 Modifications

The Company may modify its standard benefit package from time to time, as it may deem necessary in its sole discretion, which would thereby also modify the benefits available to the Employee. Company

reserves the right, revise the remuneration payable by the Company to the Employee at the sole and absolute discretion of the Company.

## **6. TAXES AND DUTIES**

### **6.1 Taxes**

The Company shall deduct the requisite withholding taxes and duties from the compensation payable and other benefits as may be provided to the Employee. Such taxes and duties shall be deducted in accordance with the Applicable Laws including any amendments from time to time.

### **6.2 Duties**

The Employee shall solely be liable to bear all the taxes and duties applicable to him/her/them with respect to his/her/their employment with the Company including but not limited to receipt of monthly remuneration and the Company shall have no obligation or liability for payment of such taxes and duties. The Employee agrees to indemnify the Company against any losses, liability or costs that the Company may incur due to the non-discharge of personal tax obligations by the Employee.

## **7. PROBATION PERIOD**

- 7.1. The Employee will be on a probationary period of [6] months from date of joining ("**Probation Period**"). The probation period may be extended by additional [3] months at Company's discretion in case of unsatisfactory performance.
- 7.2. During the Probation Period, the Employee or the Company may terminate this Agreement at any time and for any reason whatsoever by giving a minimum notice period of fifteen (15) days or by payment of fifteen (15) days salary (basic) in lieu of the notice period.

## **8. TERM & TERMINATION**

### **8.1 Term**

The term of this Agreement shall be deemed to have commenced from the Effective Date and shall remain in force until terminated in accordance with Clause 7.2 below. ("**Term**").

### **8.2 Termination**

#### **8.2.1 Termination during Probation**

During the Probation Period (including any extension), this Agreement may be terminated by either Party by giving written notice of fifteen (15) days to the other Party or payment in lieu of the notice period of fifteen (15) day.

#### **8.2.2 Termination without cause**

Post expiry of the Probation Period, either Party shall have the right to terminate this Agreement by serving upon the notice of 30 (sixty) days in writing, or compensation in lieu thereof. Upon termination of the Agreement as per this Clause, the Employee shall be liable for all accrued compensation and benefits, subject to Clause 5.6 (provident fund and gratuity deductions) and 6 (Taxes and Duties) and such other deductions under Applicable Laws and as may have been incurred by the Company for and on behalf of the Employee.

#### 8.2.3 Termination with cause

Notwithstanding anything mentioned in this Agreement, the Company will have the right (but not the obligation) to terminate the employment of Employee with immediate effect in the event:

- (i) If at any time during the course of the Employee's employment with the Company, it is found that the Employee has made a false or an incomplete declaration with regard to their qualification / experience and other detail, the employment of the Employee with the Company will be treated void with immediate effect without any payment in lieu of Notice Period;
- (ii) It is found that the Employee has committed any act of gross misconduct or serious breach of employment terms as set out in this Agreement, the policies of the Company or in any other agreement as may be entered in to between the Company and the Employee, been guilty of conduct tending to bring himself/herself or the Company into disrepute, or if the Employee has indulged in policy violation/fraud/financial irregularities and/or been found to demonstrate unsatisfactory job performance by the Company;
- (iii) The Company may terminate / suspend this Agreement and the employment of the Employee with the Company, at its discretion at any time immediately upon written notice to the Employee if it has been alleged and prima facie established through preliminary internal inquiry that the Employee have committed (i) any heinous criminal act or any offense involving moral turpitude. Examples include but not limited to rape, forgery, robbery, etc. (ii) sexual harassment or (iii) other act that threatens or (iii) gross misconduct or negligence (iv) breach of this Agreement or an act or crime likely to damage the Company's reputation or any crime that is injurious to the financial condition, reputation or goodwill of the Company;
- (iv) If the Company is informed of any previous conviction of the Employee by any court of law involving moral turpitude;
- (v) Is not in a position to discharge his/her/their official duties due to any physical or mental incapacity;
- (vi) The performance of the Employee is not as per the agreed terms in the sole judgement of the Board of Directors/ Company;
- (vii) The Employee is found to be engaging in any fraudulent or dishonest conduct in the Employee's dealing with or on behalf of the Company;
- (viii) The Employee fails to follow the reasonable and lawful instructions of the reporting Manager and if such refusal or failure continues for a period of ten (10) days after



the Reporting Manager provides the Employee with written notice stating the instructions which the Employee has refused or failed to follow;

- (ix) Breach of any of the executive's obligations under this Agreement or any other agreement with the Company and if such breach continues for a period of ten (10) days after the Company provides the Executive a written notice of such breach;
- (x) Executive violation of any of the Company's written policies or code of conduct policies or such violations if curable remain uncured for a period of ten (10) days after the Company provides a notice of 10 days;
- (xi) If the Employee is found to be engaging in any wilful misconduct which is injurious to the financial condition, reputation or goodwill of the Company;
- (xii) If there is gross and habitual neglect of the employee's duties or responsibilities by the Employee.

If the Company terminates this Agreement in accordance with this Clause 7.2.2, for reasons other than under sub-clause 7.2.2 (v) above, then Employee shall lose all rights to receive any further salary and benefits, including any pension or sign on bonus payable under this Agreement, other than the accrued amounts owed to Employee as of the date the Agreement is terminated. In the event that the Company terminates this Agreement pursuant to sub-clause 7.2.2 (v), the Company shall be entitled to terminate this contract on such terms as it may consider appropriate in the circumstances.

- 8.2.4 The Employee agrees that the Employee shall undertake the necessary actions and co-operate with the Company to hand over the duties and responsibilities of the Employee, to the satisfaction of the Company, to such officer as may be designated by the Company
- 8.2.5 Upon termination of this Agreement, Employee agrees to immediately resign from the offices held by the Employee in the Company, in any Affiliate or Company Entities and deliver to the Company all of the Company's Confidential Information, company property, equipment and materials (including correspondence, tapes, drawings, notes, plans or other documents of whatsoever nature and all copies thereof) made or compiled or required by Employee in relation to his/her/their duties under this Agreement and concerning the business, finances or affairs of the Company.

## **9. FULL TIME, NON-COMPETITION & NON-SOLICITATION**

9.1 During the Term, Employee agrees and undertakes that he/she shall:

- 9.1.1 exclusively devote his/her/their full-time attention to the affairs and business of the Company and will have no other engagement or employment in any capacity for remuneration or otherwise, without the prior written consent of the Company;
- 9.1.2 without prejudice to the foregoing, not without the prior written consent of the Company, he/she shall not carry on or be engaged, directly or indirectly, either on his/her/their own behalf or on behalf of any person, or as manager, agent, consultant or employee of any

person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the Business of the Company.

9.2 For a period of one (1) year after the Term, Employee agrees that he/she will not, directly or indirectly, either on his/her/their own behalf or by or through any person, company, body corporate whether incorporated or not or any firm or limited liability partnership or sole proprietorship or entity or concern of which any of the persons nominated by the Employee is a director, partner, proprietor, shareholder, manager, agent, distributor, employee, consultant or otherwise in a personal or any capacity:

9.2.1 seek to do business with any person, firm or company who has at any time during the one (1) year immediately preceding the date of termination done business with any member of the Company;

9.2.2 be engaged in any activity or employment or in any personal business which shall be in competition with the Business or the business of any Company Entity.

9.2.3 act as an advisor, consultant, trustee or agent for any person or entity carrying on a business which is same as, similar to, or is in competition with, the business then conducted by the Company, or establish, develop, promote, start, engage in, carry on, conduct or do any business which is same as, similar to, or is in competition with, the business then conducted by the Company;

9.2.4 establish, develop, carry on, assist or undertake any business or trade under a name that is identical with or closely or similar to any name or trading style used by the Company;

9.2.5 invest, either directly or indirectly, in any business which is same as, similar to, or is in competition with, the business then conducted by the Company.

During the Term and for a period of one (1) year thereafter, Employee agrees that he/she will not, directly or indirectly

9.3.1. intentionally solicit away from the Company any person or entity who is, or was, within one (1) year preceding the date of expiry of the Term, or termination of the Agreement or resignation of Employee, a customer, prospect, or client of the Company;

9.3.2. hire or endeavour to entice away from the Company, any employee or any other person or entity whom the Company engages to perform services or supply products and including, but not limited to, any independent contractors, consultants, engineers, or sales representatives or any contractor, subcontractor, supplier, or vendor; and/or

9.3.3. hire any person whom the Company employs or employed within the last one (1) year of the Term and who during such period:

9.3.3.1. was part of the senior management of the Company; and/or

9.3.3.2. by reason of their knowledge of trade secrets or confidential information of the Company or any Affiliate or knowledge or influence over the clients, customers or suppliers of the

Company is likely to be able to assist or benefit a business which competes or proposes to compete with the Company,

and in either case with whom he had personal dealings during such period in the course of the employment.

- 9.4. The Employee agrees that each covenant contained in this Clause shall be, and is, a separate covenant and shall be enforceable separately against the Employee independently of each of the other covenants and its validity shall not be affected if any of the other covenants are invalid; and if any of the covenants are void but would be valid if some part of the covenant were deleted, the covenant in question shall apply with such modification as may be necessary to make it valid.
- 9.5. The Employee hereby agrees and acknowledge that the limitations as to time and the limitations of the character or nature placed in this Clause are reasonable and fair. The Employee hereby expressly acknowledge and agree that each and every restraint imposed by this Agreement are reasonable with respect to subject matter, time period and geographical area.
- 9.6. Employee acknowledges and agrees that a breach of the covenants contained in this Agreement including but not limited to covenants of non-competition contained in this Clause will result in irreparable injury to the Company for which money damages cannot adequately compensate the Company. Therefore, in the event of any such breach by the Employee, The Company shall be entitled (in addition and without prejudice to all other remedies in law or equity available to them) to equitable relief by way of restraining order, injunction or other order to enforce this Agreement.
- 9.7. The Employee also agree and acknowledge that no separate non-compete or non-solicitation fee is payable to the Employee under this Agreement, and the consideration for the non-compete and non-solicitation restriction contained herein is deemed to have been received pursuant to this Agreement. The Employee hereby acknowledge the receipt and sufficiency of such consideration received towards the non-compete and non-solicitation restrictions contained herein.

## **10. CONFIDENTIALITY**

- 10.3. The Employee acknowledges that his/her/their employment with the Company has given and will give him/her/them access to Confidential Information and Employee acknowledges and agrees that using, disclosing, or publishing any Confidential Information in any unauthorized or improper manner could cause the Company to incur substantial loss and damages and irreparable harm that cannot be readily calculated and for which damages would not be an adequate remedy. The Employee also will have access to Confidential Information of a third party and the Employee acknowledges and agrees that using, disclosing or publishing any Confidential Information in any unauthorized or improper manner could lead to Company indemnifying the third party for the losses and damages incurred by it due to breach of confidentiality provisions by the Employee. Accordingly, Employee agrees with the company that he/she will not at any time, except in performing his/her/their employment duties and obligations to the Company under this Agreement (or with the Board's prior written consent), directly or indirectly, use, disclose, or publish, or permit others not so authorized to use, disclose, or publish any Confidential

Information of the Company or a third party that he may learn or become aware of, or may have learned or become aware of, because of his/her/their employment with the Company or any of their predecessors, or use any such information in a manner detrimental to the interests of the Company or third party.

- 10.4. Employee confirms that all Confidential Information is and must remain the exclusive property of the Company. Any office equipment (including computers and other storage devices) received from the Company in the course of his/her/their employment and all business records, business papers, and business documents kept or made, whether on digital media or otherwise, in the course of his/her/their employment by the Company relating to the Company must be and remain the property of the Company.
- 10.5. The Employee agrees to device usage policy of the Company which sets out a policy on usage, safeguarding and returning devices given to the Employee by the Company, as stated in Annexure B to this Agreement.
- 10.6. The Employee shall at all times keep the details of his/her/their salary and employment benefits at the Company strictly confidential and shall not disclose such details to any other person within the Company or outside the Company.
- 10.7. The Employee shall use the Company name, logos, trademarks, or other identifiers strictly in the manner permitted by the Board of Directors/Company.
- 10.8. The rights and obligations set forth in this Clause 10 will continue indefinitely and will survive termination of this Agreement and the termination of Employee's employment with the Company.

## **11. MONITORING POLICY**

- 11.1.** Please note that emails sent to the Employee and by the Employee may be monitored from time to time for the purpose of identifying any non-compliance with the Company policies or applicable laws. These emails along with attachments are considered as property of the Company
- 11.2.** If such monitoring discloses breach of any law or Company policies, disciplinary action may follow including termination of this Agreement.

## **12. INTELLECTUAL PROPERTY**

- 12.1. In consideration of Employee's employment and/or continued employment, the Employee agrees that the results of all his/her/their research activities and work whether or not they result in an invention are and shall be the exclusive property of the Company, including the results from any work Employee performs or has performed for the Company or any other Person, that arise from the use or assistance of the Company's facilities, materials, personnel, or Confidential Information in the course of his/her/their employment (whether or not during usual working hours), whether such work was conducted individually or jointly with others and would include any derivative of such work.
- 12.2. Employee agrees that the results of all records, in whatever media (including written works), documents, papers, notebooks, drawings, designs, technical information, formulations, source

code, object code, processes, methods that relate to or result from any work he performs or performed for the Company or that arise from the use or assistance of the Company's facilities, materials, personnel, or Confidential Information in the course of his/her/their employment (whether or not during usual working hours), whether developed individually or jointly with others, (and including the subsequent expression of an idea developed while he was in the employment of the Company) will be and remain the absolute property of the Company in perpetuity, as well as all the worldwide patent, copyright, trade secret, or other intellectual property rights in all such works.

12.3. Employee agrees any work that he undertakes is a "work for hire" under relevant intellectual property legislations. The Employee acknowledges and agrees that all work done and/or material created pursuant to this Agreement shall belong to the Company so that the Company is considered the author or producer. If for any reason Employee is considered the author or producer of any work and/or material, Employee agrees to promptly assign to the Company, all right, title and interest Employee may have in the same in perpetuity and on a royalty paid, worldwide basis in accordance with the terms of this Agreement.

12.4. Employee agrees that he/she will take all steps necessary to assign any patent, copyright or any other intellectual property to the Company (or its Affiliates, on the directions of the Board) in perpetuity and on a royalty paid, worldwide basis.

12.5. Employee will promptly disclose and grant and assign ownership in perpetuity and on a royalty paid, worldwide basis, to the Company for all patent applications, letters patent, utility and design patents, copyrights, and reissues thereof or any foreign equivalents thereof, that may at any time be filed or granted for or upon any such invention, improvement, or information.

12.6. Employee understands and agrees that the Company can transfer or assign the ownership and/or rights of the Intellectual property, created as per Section 12 of this Agreement to any third party.

12.7. Employee shall disclose any personal intellectual property or invention in writing, developed prior to his/her/their employment with the Company on which the Company will have no rights or ownership. The Company agrees to acknowledge such personal intellectual property or invention in writing.

### 13. ASSIGNMENT OF DEVELOPMENTS

13.1. If at any time during the Employee's employment with the Company, the Employee shall (either alone or with others) make, conceive, discover or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formulae, data, technique, know-how, secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) (herein called "**Developments**") that relates to the business of the Company or any of the products or services being developed, manufactured or sold by the Company or that may be used in relation therewith, such Developments and the benefits thereof shall immediately become the sole and absolute property of the Company and its assigns, and the Employee shall promptly disclose to the Company of each such Development and

the Employee hereby agrees to assign any rights that the Employee may have or acquire in the Development and the Employee hereby agrees to assign any rights that the Employee may have or acquire in the Developments and benefits and/or rights resulting there from to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without publishing the same, all available information relating thereto to the Company.

13.2. Upon the request of the Company, the Employee shall execute and deliver all the documents and do other acts which are or may be necessary to document such transfer or to enable the Company to file and prosecute applications for and to acquire, maintain, extend and enforce any and all patents, trademark registrations or copyrights under Indian law or foreign law with respect to any such Developments. In the event the Company is unable for any reason, after reasonable effort, to secure the Employee's signature on any document needed in connection with the actions specified in this clause, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Employee's agent and attorneys in fact, which appointment is coupled with an interest, to act for and on the Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this clause with the same legal force and effect as if executed by the Employee. the Employee hereby waives any and all claims, of whatsoever nature against the Company.

#### **14. REPRESENTATIONS, WARRANTIES AND INDEMNITY**

14.1. Each Party represents, to the other Party hereto that:

- 14.1.1. such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, if such Party is not a natural Person, such Party is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation or organization;
- 14.1.2. the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorized by all necessary corporate or other action of such Party;
- 14.1.3. this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally; and
- 14.1.4. the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not (i) violate any provision of the organizational or governance documents of such Party, (ii) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any governmental authority in such Party's country of organization or any other Person pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound.

14.2. In addition to the representations and warranties in Clause 13.1, Employee represents, warrants and undertakes to the Company that:

14.2.1. He/ She will comply with all his/her/their obligations under this Agreement and he/she is not subject to any obligations or commitments which are inconsistent with his/her/their obligations under this Agreement or which could be potentially inconsistent with his/her/their obligations under this Agreement;

14.2.2. He/ She has obtained appropriate advice from legal counsel in relation to his/her/their obligations under this Agreement;

14.2.3. He/ She is fully aware that any of the obligations contained in this Agreement will not prevent him/her/them from having a fair, adequate and reasonable livelihood.

14.2.4. The Employee confirms that he has not brought to premises of the Company and shall not use for the business of the Company any confidential or proprietary information or trade secrets including but not limited to products, designs, methods, know-how, formulae, technologies, systems, processes, software programs, supplier list, customer lists, customer pricing and order data, projects, plans proposals, technical information or other information belonging to the former employers or associates of the Employee;

14.2.5. The Employee has not provided the Company with any false declaration or willfully suppressed any material information. The Employee agrees and understand that the Employee is required to inform the Company if there are any agreements, oral or written, which the Employee has entered into and which may relate to or affect the Employee's commitments under this Agreement;

14.3. Employee agrees to defend, indemnify and hold Company, its officers, employees, authorized representatives and directors harmless (individually, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), from and against any and all losses suffered by the Indemnified Party, insofar as such losses arise out of, in any way relate to, or result from any misstatement or any breach of any representations, warranties and undertakings set out in Clauses 13.

## 15. UNDERTAKINGS BY EMPLOYEE

15.1. Employee undertakes and agrees that:

15.1.1. He/she is under no obligations or commitments, whether contractual or otherwise, which are inconsistent with his/her/their obligations under this Agreement or which could be potentially inconsistent with his/her/their obligations under this Agreement;

15.1.2. apart from what is contained in this Agreement, he/she shall not claim and/or derive any remuneration and/or monetary benefit from the Company;

- 15.1.3. he/she is not in possession of any confidential or proprietary information belonging to any of his/her/their previous employers and not in violation of any agreement or arrangement relating to the foregoing. Further, his/her/their employment with the Company will not in any way make the Company liable towards any such previous employer(s) in this regard;
- 15.1.4. he/she shall duly comply with all obligations and compliances imposed on him/her/them under Applicable Laws in India (including taxation) or any other applicable jurisdiction;
- 15.1.5. he/she has executed this Agreement out of his/her/their own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees;
- 15.1.6. this Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Company;
- 15.1.7. that he/she has the requisite experience, expertise and the technical know-how for the performance of his/her/their obligations under the Agreement.
- 15.1.8. he/she has all the requisite power and authority, and does not require the consent of any third party to enter into this Agreement and grant the rights provided herein;
- 15.1.9. the execution, delivery, and performance of this Agreement by him/her/them does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which he/she is a party or any judgment, order or decree to which he/she is subject;
- 15.1.10. he/she has never been convicted of an offence involving moral turpitude;
- 15.1.11. no previous employer, if any, has terminated his/her/their employment owing to reasons of fraud, misrepresentation, cheating, theft, misappropriation of funds, mismanagement of affairs, breach of confidentiality provisions, etc.;
- 15.1.12. no suit for insolvency or bankruptcy has ever been instituted against him/her/them in any court of law;
- 15.1.13. he/she is neither a party to nor bound by any restrictive covenants, including but not limited to non-competition, non-disclosure and non-solicitation covenants binding him/her/them under any previous employment agreements and / or contracts. The Employee agrees to indemnify the Company for any liability that the Company may incur as a result of the existence of any such covenants, obligations or commitments. The Employee further warrants that all information provided by him/her/them to the Company, including information set forth in his/her/their résumé, information provided during the interview process, and information in any employment application, is true and accurate;



15.1.14. the services performed by him/her/them and all items and/or materials furnished by him/her/them in connection with or as a result of such services shall not infringe upon or violate the personal, civil or property rights, or the rights of privacy of, or constitute a libel, slander or unfair competition against or violate or infringe upon any common law right, copyright, trademark, trade name or patent or any other right of any person or entity;

15.1.15. the Employee agrees that during his/her/their employment Term he/she shall not engage himself/ herself, directly or indirectly, in any business or service whether as principal, agent, partner, or employee or in any other capacity either full time or part time in any business whatsoever other than that of the Company.

## 16. PERSONNEL POLICIES

16.1. All Personnel Policies of the Company and the related Rules, which are applicable to other employees of the Company, shall also be applicable to Employee, unless specifically provided otherwise in this Agreement.

16.2. Employee hereby understands that the Company strictly prohibits sexual harassment at workplace and he/she acknowledges and agrees to comply with the Company's policy on prevention of sexual harassment at workplace.

## 17. REMEDIES CUMULATIVE

17.1. No remedy conferred under this Agreement shall be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy provided now or hereafter existing at law, in equity, herein or otherwise. The election of any one or more remedies by the Company hereto shall not constitute a waiver of the Company's right to pursue any other available remedy or remedies.

## 18. SET OFF

18.1. If, during the Term, Employee becomes indebted to the Company for any reason or is otherwise required to reimburse any amounts to the Company, the Company may, if it so elects, set off any sum due to the Company from Employee against the compensation payable to Employee under this Agreement and collect any remaining balance from him/her/them.

## 19. NOTICES

19.1. Any notice provided for in this Agreement shall be in writing and shall be (i) first transmitted by electronic mail, and then confirmed by postage, prepaid registered post with acknowledgement due or by recognized courier service or (ii) sent by postage, prepaid registered post with acknowledgement due or by recognized courier service:

19.1.1. In the case of notices to The Company:

**Address:** Ground Floor, No. 26, Survey #39, Vishnuvardhan Main Road, Channasandra Village, Bangalore – 560098

**Electronic Mail:** hr@signeasy.com

**Attention:** Human Resource Team

**In the case of notices to Employee:**

**Electronic Mail:**

**Attention:**

19.2. All notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile, or (ii) in case (i) does not apply, the expiry of seven (7) business days after posting, if sent by post.

19.3. Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than ten (10) days' prior written notice.

**20. GOVERNING LAW; JURISDICTION**

20.1. This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts at Bangalore.

**21. MISCELLANEOUS**

**21.1. No Partnership**

As an agent, Employee shall not have any authority to act for or to bind the Company, except as authorized by the Board or in accordance with the terms and conditions of this Agreement.

**21.2. Time**

Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.

**21.3. Entire Agreement**

This Agreement read along with the Rules constitute the entire agreement between Employee and the Company with respect to his/her/their employment with the Company and cannot be changed or terminated orally, and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

**21.4. Waiver**

Waiver by the Company of any default by the Employee in the observance and performance of any provision of or obligations under this Agreement: (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement; (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Company; and (iii) shall not affect the validity or enforceability of this Agreement in any manner.

**21.5. Independent Rights**

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to such Parties, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

#### 21.6. Further Assurance

Each Party agrees to perform (or procure the performance of) all further acts and things (including the execution and delivery of, or procuring the execution and delivery of, all deeds and documents that may be required by law or as may be necessary, required or advisable, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them) to implement and give effect to this Agreement.

#### 21.7. Specific Performance, etc.

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including a right for damages.

#### 21.8. Non-Exclusive Remedies

The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at Law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfill any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach.

#### 21.9. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision or provisions of this Agreement are unenforceable the Parties shall endeavor to amend such clauses as may be necessary to make the provision or provisions valid and effective. Notwithstanding the foregoing any provision which cannot be amended as may be necessary to make it valid and effective shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered.

#### 21.10. No Assignment

This is a personal service contract and shall not be assigned by Employee but may be assigned by the Company to any of the Company Entities.

#### 21.11. Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

21.12. Amendment

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

<b>For Employee</b>  _____ Name:	<b>For Signeas</b>  _____ Name: Souvik Dutta Title: CTO and Country Head
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\*(The terms and conditions of this agreement will remain unchanged until further notice, unless otherwise mentioned specifically during the course of an employee’s tenure)\*