

Employee ID: _____

Mustafa Kamal Islam
Hengrabari, Guwahati.

Subject: Offer of Appointment

Dear Mustafa Kamal Islam

It is our pleasure to welcome you to **Cognitive Tech**

1. With reference to our discussions, we are pleased to offer you appointment in our organization as **Junior Developer**, as a **Full-time employee** at our organization and your working hours will be **09:30 AM to 5:30 PM (Monday – Saturday)**.
2. Your **“Annual Total Cost to Company”** will be **Rs. 1,44,000/-**. Please refer **Annexure-A** for details on the compensation and statutory deductions. Your remuneration package is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
3. Your employment with us will be governed by terms and conditions as specified in **Annexure - B**. You are required to join on **18-06-2024** and report at our office at **10:00 AM** to complete the joining formalities at Cognitive Tech, House No.24, 3rd Floor Nilamoni Phukan Path, Christianbasti, Guwahati - 781005. The offer stands withdrawn thereafter, unless the date is extended and communicated to you in writing. At the time of joining, you are expected to carry originals of the documents as per **Annexure – D** and submit the copies of the same to the Company.
4. Please note that this Offer is subject to your being given a clear background check either at the time of reporting/joining or thereafter depending upon our receipt of the background check report from the agency.
5. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the **‘acceptance copy’** to **info@cognitechindia.in** latest by today evening, **17-06-2024**. In case of further clarifications, please get in touch with Lakshya Jyoti Bora on E-Mail: **info@cognitechindia.in**.

For **Cognitive Tech**



Rajib Boruah
PARTNER

Encl: Annexure-A (Salary Structure), **Annexure-B** (Important / Indicative Terms & Conditions of Employment), **Annexure-C** (Medical Self declaration), **Annexure-D** (Check List of Documents), **Annexure-E** (Confidentiality Agreement), **Annexure F** – Intellectual property Assignment, **Annexure-G** – General Covenant, **Annexure H** - (Acknowledgement).


Accepted

Date:

Islam

Signature of Candidate
Name: Mustafa Kamal

Annexure-A

Name: Mustafa Kamal Islam Designation: Junior Developer	
Components of Total Cost to Company	INR (Per Annum)
Basic (@40% of Total CTC)	57,600.00
Dearness Allowance DA (@55% of basic Pay)	31,680.00
HRA (@50% of Basic Salary)	28,800.00
Health Insurance	0
Special Allowance	25,920.00
,Medical Allowance	0
Total Allowance(HRA+Medical+Transport+LT+DA+SA)	86,400.00
Gross Salary (Basic Salary + Allowance) CTC	1,44,000.00
TDS (10% of Gross salary)	
EPF (12% of Basic Salary)	
Net Salary (Basic salary + Allowance – Deduction)	
Monthly Salary (Net Salary / 12 Months)	12,000.00
Mode of Payment	Account Deposit (Online)
<p>(*)We will provide Travelling Allowance and Daily Allowance based on the site location</p> <p>With Best Wishes</p>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>For Cognitive Tech</p> <div style="text-align: center;">  </div> <p>Partner</p> </div> <div style="width: 50%;"> <p>Accepted</p> <p>Signature:</p> <p>Name: Mustafa Kamal Islam</p> <p>Date:</p> </div> </div>	

Annexure - B**1. Employment Agreement****a) Code of Conduct**

During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of the Company.

b) Secrecy

You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of Cognitive Tech. or its affiliate, or any client, agent, contractor or vendor. You shall not disclose the identities and other related information of any of its clients. Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c) Conflict of Interest

Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during your employment with the Company, without written permission from the Company. Contravention of this will lead to termination of your services from the Company without any notice, with or without any liability on the part of the Company for payment of any compensation in lieu of such notice.

d) Non-Solicitation / Non-Compete

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment. In the Covenant, you have agreed that for a period of twelve months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the Cognitive Tech.

- (i) You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in Cognitive Tech.
- (ii) You will not interfere with its business relations, including but not limited to soliciting or providing services to any of Cognitive Tech clients (except as directed by Cognitive Tech, directly or indirectly).

- (iii) You will not be employed by a client of Cognitive Tech for which you performed services while employed by Cognitive Tech.
- (iv) You will not solicit or induce Cognitive Tech associates to join a client or to compete with Cognitive Tech
- (v) You undertake not to solicit or induce or endeavour to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

e) Exclusivity of Services, Publications, Gifts/Anti-bribery

You shall devote all work efforts exclusively to The Company and the furtherance of its interests. Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind requires the prior written consent of The Company. The Company's consent shall not be required for ordinary acquisitions of shares or other participation for investment purposes. Membership in the board of directors or supervisory board of other enterprises shall be subject to The Company's prior written consent. Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.

You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.

f) Confidentiality / Non-Disclosure

- a) You must return to the Company, upon request, and in any event, upon termination of your employment, all documents and tangible items which belong to the Company or which refer to any confidential information and which are in your possession or under your control.
- b) You must, if requested by the Company, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in your possession or under your control.
- c) All software, systems, ideas, concepts, designs, documentation or any other material produced by you, during the period of your assignment to the will either be Intellectual Property of Cognitive Tech or that of its customers. You will not have any rights to such material as described above.

You shall execute /sign the Confidentiality Agreement as and when required by Cognitive Tech or the Client.

2. Assignments/Transfer/Deputation

Though you have been engaged for a specific position, The Company reserves the right to send you on training/deputation/secondment/transfer/assignments to project sites/sister companies, associate companies, clients' locations or third parties whether within the State or in India or abroad. In such case, the terms and conditions of service applicable to the new assignment will govern you.

You shall, only at the request of The Company, enter into a direct agreement or undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customer may reasonably require for the protection of its legitimate interests.

3. Termination of Employment

- (a) Either party can terminate this employment by serving a notice of **60 days** on the other. In case of termination of the employment at your discretion you must serve 60 days non negotiable notice to the company. The Company may at its absolute discretion make a payment representing salary (basic) in lieu of notice of termination. However, for cause like misconduct, gross negligence, wilful insubordination or disobedience, misbehaviour or non- performance, Cognitive Tech. may terminate your services **with immediate notice**. The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- (b) In the event of your serving on the Company a notice of termination of employment by submitting a resignation letter, your release will be governed by the relevant policies in force at that point of time, subject to satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties.
- (c) In case of Associates who are governed by any other service agreement(s) for serving a minimum stipulated period, the associate will need to mandatorily fulfil requirements along with applicable exit policy clauses under stipulated service period agreed to and provided therein.
- (d) Unauthorized absence or absence without permission from duty for a continuous period of 4 working days would make you lose your lien on employment. In such case your employment shall automatically come to an end without any notice of termination.
- (e) You will be governed by The Company's laid down Code of Conduct and if there is any breach of the same or non- performance of contractual obligation or the terms and conditions laid down in this agreement, your service could be terminated. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- (f) Reference check will be made from your previous employers and other references as may be deemed appropriate. In case there is any adverse report against you which may be detrimental to the interests of the Company or if the information furnished by you is not true, the Company reserves the right to terminate your services on the grounds of misrepresentation of facts.

In addition to the Company's right to carry the above verifications, you shall fill in and sign the Criminal Disclosure Declaration Form. In the event you have been accused, charged and/or convicted for any criminal offence, at any time whether prior or subsequent to your joining the Company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/or convicted for any criminal offence, your joining shall be

subject to specific written confirmation from the Company. the Company at its sole discretion reserves the right to terminate your employment or take appropriate disciplinary action against you or revoke this Offer Letter. In the event of suppression of any facts, the Company shall be entitled to take such other action at any time as it may deem fit.

(g) The Company reserves the right to carry out banned/ illegal drugs/narcotic substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/ illegal drugs/narcotic substance screening tests and verifications are carried out by the Company or a third party agency engaged by the Company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is mis-stated or is unstated or document submitted by you are not correct or banned/ illegal drugs/narcotic substance screening tests, results are positive, the Company shall, at its sole discretion be entitled to fore with terminate your employment without further reference in the matter.

4. Statement of Facts

(a) It must be specifically understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas. In case, at a later date, any of your statements/particulars furnished are found to be false or misleading, or your performance is not up to the mark or falls short of the minimum standards set by The Company, The Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

(b) You confirm and represent that there exists no personal circumstances which are likely to affect your liability to discharge your obligations in the course of your employment. You further undertake to notify, your line manager and HR Manager immediately of any material change in personal circumstances that may have impact on the status of your employment including, but not limited to, criminal convictions and/or cases pending, health issues, right to work in the country where work is to be performed etc.

5. Company Policies

You are required to comply with all the policies as communicated to the associates of Cognitive Tech from time to time. These policies are available on Cognitive Tech's intranet. You are requested to visit the site at frequent intervals to get all updates / changes. By signing a copy of this letter, you are consenting that you will visit the intranet site and get familiar with company's policies. Cognitive Tech reserves the right to interpret, change, suspend or terminate any of its benefits, policy plans or programs in accordance with its needs from time to time.

Working Hours: Your usual working hours will be 9:30 a.m. to 5:30 p.m., six days a week. You must punch your in time by **10:15 a.m.** Three late entries per month will be considered, after which proportionate pay will be deducted. Every month, only two CL may be used, after which proportionate pay will be deducted. You are expected to follow the company's attendance and punctuality regulations.

Leave policies: As a Cognitive Tech employee, you will be entitled to 12 days CL (Causal Leave) and 10 days SL (Special Leave) in case of sickness and other exigencies in a calendar year, with prior notification and approval from management. There will be no carryover of unused leave to the following calendar year.

Probation Period: You will be on a probationary period of **3 (three) months** from the date of your joining, during which your performance will be assessed. Upon successful completion of the probationary period, your employment will be confirmed and your salary will be revised as decided by the management. During the period of probation you will not be entitled to any leave and other benefits except CL in special case with prior permission from the management.

Employment Bond: By accepting this offer of employment, you agree to commit to working diligently and exclusively for Cognitive Tech for a minimum duration of one year from your date of joining. During this period, you pledge to contribute your skills, expertise, and time to further the goals and objectives of the company. In acknowledgment of this commitment, the company undertakes to provide you with ample opportunities for growth, learning, and advancement within the organization. Should you decide to terminate your employment before the completion of one year, you agree to forgo one month's salary and reimburse the company for any training costs or signing bonuses received, as specified in the terms of your employment agreement. This bond signifies our mutual trust and investment in each other's success, fostering a strong and enduring partnership between you and the Cognitive Tech.

6. Personal Indebtedness

Cognitive Tech shall not be responsible for personal indebtedness or other liabilities incurred by you, during/prior to your employment with Cognitive Tech. You understand and accept that you shall have no authority to pledge the credit of Cognitive Tech to any person or entity without Cognitive Tech's prior written authorization.

7. Restraints

Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.

Authorization

Only those authorized by a specific power of attorney may sign legal documents, representing The Company.

Smoking

We owe and assure a smoke free environment for our Associates. Barring some areas, the entire office premises including conference rooms, employee room, is declared as "No-Smoking Zone"

Passwords

Access to our network, development environment and MS-Exchange is through individual's password.

For security reasons it is essential to maintain confidentiality of the same.

Unauthorized Software

You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.

Security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed on all the floors who take care of the security. Those of you who wish to work late or early hours are requested to produce their identity cards to the Security personnel on demand. If there is a need to take some of the equipment's/infrastructure out of the office premises for any reason the associate shall obtain the gate pass from the security staff after the authorization from your mentor.

The communication security is maintained by controlling physical access to computer systems, disabling all workstation floppy disk drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, The Company uses sophisticated data encryption devices. Your work table and storage space is lockable. Please ensure they are locked when unattended. Duplicate keys are maintained with Security. One can take a duplicate key after signing for it for one's own or team member's table or storage.

(a) **Destroying Papers & Material**

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

(b) **Use of Company Resources**

(i) You shall use The Company's resources only for official purposes as per the Company policy.

(ii) The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual users activity and logs stored in the official laptop.

Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security. You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws. You also expressly waive any other rights as may be available under the applicable Data Privacy laws against the Company for providing such access.

8. Intellectual Property Rights

You agree to disclose any invention, development, process, plan, design, formula, specification, program or other matter of work whatsoever (collectively "the Inventions") created, developed or discovered by you, either alone or in concert, in the course of your employment and the same shall be the absolute property of The Company. Any Intellectual Property Rights and rights to inventions arising out of your activities hereunder, or if ownership rights cannot be transferred under applicable law, any exploitation rights relating thereto, shall be transferred to The Company in accordance with applicable law. You shall, as and when requested by The Company (at Company's cost and expense), assist The

Company in perfecting the Intellectual Property Rights in any manner The Company deems fit. You shall execute/sign the Intellectual Property Rights Assignment document as and when required by Cognitive Tech or the Client.

9. Retirement

This agreement automatically stands terminated on the day on which associates reach the age of retirement as per applicable company policy and for the purpose of determining this, the age recorded with the Company shall be considered as final and conclusive.

Employment with the Company will stand terminated at the end of Financial Year in which you attain the age of Superannuation. Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this letter.

10. General

The above terms and conditions including those in Annexure - A (Salary break up) are based on Company policies and are subject to amendments and adjustments from time to time. In all services matters, including those not specifically covered here such as Traveling, Leave, Working Hours, Retirement, Code of Conduct, etc. you will be governed by the rules of the Company as shall be in force from time to time.

You shall be present in the office during normal working hours as specified in the policies or during hours expressly designated for you in writing. Depending on organizational requirement or project contingencies your working hours / work days may be modified/ altered from time to time.

This offer is purely based on the information / documents provided by you and by accepting the offer, you specifically authorize the Company or any external agency through Cognitive Tech to verify your educational, employment antecedents, your conduct and any other background checks prior to your joining the Company or thereafter. You shall extend your co-operation (if asked for) during such verification without any protest or demur.

This is to certify that I have gone through and understood all the terms and conditions mentioned **in Annexure – B** and I hereby accept and agree to abide by them.

Accepted

Date:

Signature of Candidate:

Place:

Full Name: Mustafa Kamal Islam.

Annexure – C - Employee Medical Declaration Form

FIRST NAME	<input type="text" value="MUSTAFA KAMAL"/>	LAST NAME	<input type="text" value="ISLAM"/>
GENDER (MALE/FEMALE)	<input type="text" value="MALE"/>		
DATE OF BIRTH	<input type="text"/>	BLOOD GROUP	<input type="text"/>

Candidate's Medical Details	Yes	No	Please provide the details
Do you have any defect or problem of vision?			
Can you readily distinguish between the pigmentary colors?			
Do you suffer from a degree of deafness which would prevent your hearing of normal conversation?			
Do you have any physical deformity / handicap?			
Do you have any congenital disorder / abnormality?			
Have you ever been diagnosed to have any Psychiatric ailment including Depression, Anxiety Neurosis, Phobic Disorders, Schizophrenia, Manic Depressive Psychosis or any other Psychiatric illness?			
Have you ever been diagnosed with an alcohol or drug abuse problem? If yes, are you on treatment for the same?			
Have you ever been disqualified on medical grounds from any previous employment opportunity?			
Have you ever been suffering from any Medical condition that may require you to take Medical Leave over the next 12 months?			
Have you had any form of critical illness or operation in the last two years?			
Have you ever been diagnosed to have Cancer, Tumor, Cyst or any similar type of growth?			

Have you ever suffered/are you suffering from any of the following? (Please tick whichever applicable)

Heart Attack		Diabetes	
High Blood Pressure		Stroke	
Night Blindness		Valve Disorders	
Asthma		Slipped Disk	
Any other major disease/illness that you may be willing to disclose			

Candidate's Declaration:

I declare that, to the best of my knowledge, the answers to the questions in this form are correct and that I am not suffering from any disease/illness that I have not revealed.

Signature:

Name: Mustafa Kamal Islam

Date:

Annexure – D – Checklist of Documents

At the time of joining, you are requested to bring the following documents in original, along with 2 copies of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- Degree Certificate & Last Semester mark sheets
 - Diploma/PG Diploma Certificate & Transcripts
 - Any other Certificate with supporting documents – if any

(b) Your latest salary slip or salary certificate.

(c) Last six months bank statement.

(d) Marriage Certificate (wherever applicable).

(e) Your relieving letter from your present organization.

(f) Service Certificate from the last employer as well as all previous employers.

(g) Acceptance copy of Cognitive Tech offer of appointment duly signed.

(h) 4 passport-sized colour photographs.

(i) **PAN Card and Proof of PAN Number**

You MUST carry and provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of your payroll and no payments on account of salaries can be made without a PAN Number. In such a case, you must accept cash as your salary. If applied for please submit a copy of the acknowledgement as issued by the Income Tax authorities of India.

- (j) Personal data form, enclosed to be filled-in completely and submitted at the time of joining. Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.

Annexure E – Confidentiality Agreement

I understand that during my employment with Cognitive Tech, I will have access to information for its customers, suppliers, vendors and licensors, any or all of which are referred to in this agreement.

I also understand that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as “confidential information”.

A few examples of confidential information are given below. However, these examples do not list all

of the types of confidential information which I may develop or to which I may have access:

1. Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
2. Computers /software programs and associated documentation and material which are propriety to Cognitive Tech or which Cognitive Tech, is under an obligation to prevent this disclosure.
3. Information from Cognitive Tech’s vendor and supplier which is confidential, propriety or copyrighted.
4. I hereby agree that :

The confidential information shall remain the sole and exclusive propriety of Cognitive Tech and I shall regard it as confidential and secret information.

The confidential information is the property considered to be the trade secrets of Cognitive Tech because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of Cognitive Tech.

The use of confidential information is furnished to me during my employment on a confidential and secret basis for a sole and exclusive use and pursuing my employment duties at Cognitive Tech.

I will not, during and after my employment at Cognitive Tech, publish, disclosed, or otherwise divulge the confidential information to any person not specifically authorized by Cognitive Tech, to receive such information.

I will not copy and confidential information for any purpose except with the express consent of the Cognitive Tech officials or the expressed written authorization of the third-party owner.

Upon termination of my employment with Cognitive Tech, or at any other time at Cognitive Tech request, I agree to return promptly to Cognitive Tech, all confidential information, including but not limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and associated

documentation and material, memoranda, customer list and all other materials and all copies of them relating in any way to Cognitive Tech which in any way were obtained by me during my employment at Cognitive Tech which are in my possession or under my control. I further agree that I will not make or retain any copies of the above-mentioned information and will so represent to Cognitive Tech, upon termination of my employment

This confidentiality agreement will continue to be in effect after the termination of my employment with Cognitive Tech.

Signature:

Name: Mustafa Kamal Islam

Date:

Annexure - F -**Intellectual Property Assignment****Associate Name: Mustafa Kamal Islam****Date:** _____

In consideration of my employment with **Cognitive Tech** and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of **Cognitive Tech** and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Cognitive Tech or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Cognitive Tech whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

Cognitive Tech shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, Cognitive Tech is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favour of Cognitive Tech. I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Cognitive Tech to secure to Cognitive Tech, its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my employment to surrender to Cognitive Tech all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Cognitive Tech. The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with Cognitive Tech.

WITNESSED

ACCEPTED

Annexure – G**Agreement – General Covenant Against Disclosure and Covenant Not to Compete / Non-Solicitation**

In consideration of my employment “**Cognitive Tech**”, and in consideration of the wages or salary to be paid to me, and regardless of the duration of my employment, I enter into the following agreements:

1. I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Cognitive Tech. I shall not directly or indirectly, either as an associate, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Cognitive Tech during the term of my employment with Cognitive Tech either within or outside of business hours.
2. I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.
3. Actions Required on Termination: Upon termination of my employment at Cognitive Tech whether voluntary or involuntary (or at any other time upon the request of Cognitive Tech), I shall return to Cognitive Tech all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.
4. Covenant Against Disclosure: I understand that it may be desirable and necessary for Cognitive Tech or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements, price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches, customer and prospect contacts, customer and prospect lists, names, addresses or any other compilation of information written or unwritten (both individually and collectively referred to herein as "Confidential Information") during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized

officer Cognitive Tech, I also agree to keep the contractual relationships of Cognitive Tech with its suppliers, licensors, licensees, customers, contractors, and subcontractors confidential, including the names, addresses, or special requirements of Cognitive Tech's customers. This Section 4 is intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

- Because it may not be clear to Associate which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Associate agrees to consult with Cognitive Tech before making any disclosure of information covered by this Agreement
 - Associate may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Associate (i) notifies Cognitive Tech in writing of the prospective order, or proceeding giving rise to such order, and (ii) Cognitive Tech has had the opportunity to prevent or limit such disclosure.
 - In the event of a breach or threatened breach of this Section 4 by Associate, Cognitive Tech shall be entitled, in addition to all other remedies otherwise available to Cognitive Tech to and Associate hereby consents to the issuance thereof forthwith in any court of competent jurisdiction without proof of specific damages. Associate waives any requirement for a bond in connection with any temporary relief.
 - In the event that Cognitive Tech shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Associate agrees to pay to Cognitive Tech any costs and attorneys' fees reasonably incurred by Cognitive Tech in connection with obtaining such judgment or order.
 - If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Associate, the Non- Compete Period shall be extended on a per diem basis for the period that Associate is in breach.
5. **Ownership of Work Product:** Cognitive Tech shall be the sole owner of all of my work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all associated intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Cognitive Tech or any research or development conducted by Cognitive Tech I agree to assign, disclose and deliver to Cognitive Tech as Cognitive Tech's property, all rights and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Cognitive Tech may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged.
6. **Partial Restriction on Post-Termination Competition:** Background. Cognitive Tech expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Cognitive Tech's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Cognitive Tech's customers or competitors may attempt to cause me to leave Cognitive Tech and wrongfully gain the benefit of Cognitive Tech's investment. Cognitive Tech believes that in combination with the other provisions of this Agreement, it is the most fair

and reasonable measure to protect Cognitive Tech's interest, giving due regard to both my interests and the interests of Cognitive Tech.

7. **Compliance Not Contingent Upon Additional Consideration:** I understand and acknowledge that the wages, compensation, benefits training and experience that Cognitive Tech provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.
8. **Damages and Remedies:** I acknowledge and agree that if violate this Agreement, Cognitive Tech may take legal action against me as follows: (1) Cognitive Tech may take legal action in the court for the liquidated damages and (2) a violation of this Agreement is likely to cause severe and irreparable Cause injury to the business, good will, client relations and proprietary information of Cognitive Tech, an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Cognitive Tech shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.
9. **Severability:** Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.
10. **Entire Agreement:** This Agreement reflects the full and complete agreement between myself and Cognitive Tech on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by by myself and an authorized officer of Cognitive Tech.
11. **Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Cognitive Tech (Together with their successors and assigns).
12. **Choice of Forum:** The parties submit to the jurisdiction and venue of India with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient.

In the event of any violation of the terms of this clause, I agree that I shall be liable to Cognitive Tech for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Cognitive Tech would incur upon such breach.

Annexure – H**ACKNOWLEDGMENT**

This acknowledgment shall be attached to and considered part of the employment agreement executed this date by and between Cognitive Tech “Company” and the “Employee” Mustafa Kamal Islam.

The Employee recognizes, understands and specifically agrees to the restrictive covenant contained in the foregoing agreement. The Employee further acknowledges that said restrictive covenant and the territorial limitations set forth therein is reasonable. I understand that my employment with the Company is absolutely conditioned upon execution of this Acknowledgment and agreement. I have fully read, understood and agree to be bound by the attached agreement and this Acknowledgment.

I, Mustafa Kamal Islam, hereby further acknowledge and confirm that I have read and understood the foregoing agreement. I understand that I have the right and the time to have this agreement reviewed by Advocate of my choice but has declined to do so.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Employee has set his or her

hand on this ____ day of _____, 2024, and hereby acknowledges, understands and agrees to the above.

Signature**Name: Mustafa Kamal Islam**