



**EBOT AI IT Solutions Private Limited**  
**Registered Office: L-148, Bhive Workspace, 5th Main Road, HSR**  
**Layout Sector-6 Bangalore 560102**  
**(CIN U72900KA2020PTC137467)**

### Employment Agreement

This Employment Agreement (“**Agreement**”) is made and executed on 20<sup>th</sup> March 2023 (“**Execution Date**”).

BY AND BETWEEN

**EBOT AI IT Solutions Private Limited**, a company incorporated under the Companies Act, U72900KA2020PTC137467 having its registered office at L-148, BHIVE workspace, 5th main Road, HSR Layout Sector - 6 Bangalore, Karnataka 560102 India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

**Brijesh Yadav**, an Indian inhabitant, with residing address as House No: 113, Sivapark, Renukoot, Sonbhadra, 231217, hereinafter referred to as “**You/Your**”, which expression shall, unless it be repugnant or contrary to the context thereof, mean and include his heirs, executors and legal representatives) of the **SECOND PART**.

The Company and You are collectively referred to herein as the “**Parties**” and individually as the “**Party**” as the context may require.

### **IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND OF THE MUTUAL BENEFITS HEREIN PROVIDED, WE AGREE AS FOLLOWS:**

#### **1. APPOINTMENT**

- 1.1 We have pleasure in appointing you as **UI Developer- Trainee** in the Company on the terms and conditions under this Agreement, read with the Code of Conduct Policy and the rules and regulations formulated from time to time by the Company.
- 1.2 Your appointment shall be effective from **20<sup>th</sup> March 2023**. The Company may change your place of work, in its absolute discretion, to another location at which the Company maintains premises, including offices of the Company’s affiliates, associates or clients. Your primary responsibility shall include and shall not be limited to your being responsible as **UI Developer- Trainee** and more particularly described in **Annexure I**. During the continuance of your employment with the Company, you agree and undertake to:
  - 1.2.1 use your best endeavours to protect and further the interests of the Company;
  - 1.2.2 perform such duties and exercise such powers in connection with the business of the Company, as may from time to time be delegated to you; and
  - 1.2.3 conform to and comply with the lawful directions and instructions made or given to you by or on behalf of the Company.



## **2. PROBATION PERIOD**

- 2.1 You will be on probation for a period of 6 months from the date of your joining; and during the probationary period if your performance is not found satisfactory, your appointment may be terminated by the Company with a 15-day notice and payment of any compensation or any other amount whatsoever on such termination for the salary accrued but not paid. The probation period, however, may be extended by the Company in its absolute discretion. If your work and conduct are found suitable for the post for which you are appointed, you will be confirmed in the services of the Company. The confirmation will take effect only upon issuance of a written order by the board/authorised representative of the Company and by a formal letter of confirmation addressed by the Company to you.

## **3. REMUNERATION**

- 3.1 You will be paid compensation in the form of salary, the details of which are annexed hereto and marked as **Annexure II** which gives your Cost-to-Company (“CTC”) breakdown.
- 3.2 It is a condition of your employment that you do not disclose your salary/compensation to other employees/personnel of the Company. Any breach of this provision may result in disciplinary action.
- 3.3 Your salary/compensation will be paid to you on monthly basis on or before the last working day of the month immediately following the month for which it is due, subject to any tax or other deduction provided or permitted by law in force from time to time, such as the withholding tax/TDS, employee's share of provident fund contributions, as well as such other sums as may be agreed with you from time to time.
- 3.4 The Company may during your employment and on its termination as specified in Clause 16, deduct from your salary any amounts that you may owe to the Company including, but not limited to, outstanding loans, advances, excess holiday and overpayments of salary, recovery of commission and insurance excesses, except for amounts the Company is by law not entitled to set-off. You agree to make any payment to the Company of any sums owed by you to the Company upon demand by the Company at any time and that any such sums will be recoverable by the Company as a debt. This sub-clause is without prejudice to the right of the Company to recover any sums or balance of the sums owed by you to the Company under the applicable laws.

## **4. BONUS**

- 4.1 Based on your and the Company's performance, you may be entitled to participate in the Company's discretionary bonus awards. Any entitlement to discretionary bonus is conditional upon your having been confirmed as a permanent employee and also upon your being in the Company's employment (and not under notice) on the bonus payment date. Payment of the bonus, and its amount, is in the absolute discretion of the Company and there is no contractual right to any single or continuing bonus payment, except as minimum bonus provided under the applicable laws. The bonus under the provisions of the Payment of Bonus Act, 1965 will be given to you provided your employment with the Company is covered under the provisions of the said act and subject to taxes under the Income Tax laws of the land.



**5. OTHER BENEFITS**

- 5.1 In addition to the benefits specifically described herein, during the term of this Letter of Appointment, you shall be entitled to receive, on an equivalent basis, all the other benefits of employment generally made available to other employees of the Company such as benefits as a result of any present or future medical insurance and any other benefit that the Company implements for all employees from time to time.

**6. INCREMENTS**

- 6.1 Your salary will be reviewed annually or, if decided by the Company, on such intervals as provided in the Company's policies on performance review. The review will be on the basis of the performance management norms of the Company and your performance in a given assessment period. Your salary will not necessarily be increased, and it will be paid in satisfaction of all services rendered by you as per your roles and duties.

**7. DAYS AND HOURS OF WORK**

- 7.1 The normal working days will be 5 days a week and 9 hours per day, but you may be expected to work for more time as and when the business of the Company so demands. Your duties may require you to engage in travel on behalf of the Company including travel outside India. As a consequence, you must work any additional hours as required.
- 7.2 Your employment in the Company shall be subject to the Company's policy and practices in relation to conduct, discipline and other matters.

**8. LEAVE**

- 8.1 You shall be entitled to the following leave:
- 8.1.1 In addition to the holidays declared by the Company, you will be entitled to 15 annual leave in a year on a pro-rated basis. Further, you shall be entitled to carry forward the unused leave to another financial year and such unused leave can be accumulated only up to a maximum period of 30 (thirty) days.
- 8.1.2 In addition to the annual leaves, you are entitled to 12 paid sick or illness or injury leaves.
- 8.1.3 In addition to the above leaves, you are entitled to 1 paid special-day for leave birthday or marriage anniversary
- 8.2 If you are unable to attend work due to illness or injury you must inform the concerned reporting officer by telephone of the illness or injury as early as possible on the first working day of such absence and then on each subsequent day of absence. You are required upon request or as set out in the Company's Code of Conduct, Employee Handbook or Company Policies as may be in place from time to time to provide a medical certificate from a registered medical practitioner confirming the illness or injury and stating its probable duration. In case of any illness exceeding the stated probable duration, you will provide a further medical certificate from a registered medical practitioner within three (3) days after the expiry of the previous medical certificate.



- 8.3 You shall inform the concerned reporting officer in writing, reasonably in advance, of your intention of taking your annual leave and you shall obtain his/her prior approval.

**9. MEDICAL EXAMINATION**

The Company reserves its right to have you undergo medical examination from time to time and determine if you are medically fit for the role.

**10. NO CONFLICT OF INTEREST**

- 10.1 You warrant that:

10.1.1 you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and

10.1.2 the performance of your duties for the Company does not and will not breach any obligation wherein you have to keep in confidence any proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment with the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.

- 10.2 When you accept your position at the Company, you undertake to be free from any previous employment or engagement and submit such documents as may be requested by the Company.

- 10.3 Your position requires Full-time employment with the Company, and you shall devote yourself exclusively to the business of the Company. You shall not take up any other work (part time or otherwise) or work in an advisory capacity, or be engaged, concerned or interested directly or in any other trade or business during your employment with the Company. You shall not seek membership of any local or public bodies without first obtaining specific written permission from the Company.

**11. AUTHORITY**

- 11.1 You shall not have or exercise the powers which are required by applicable laws to be exercised by the board of directors or by the shareholders/members of the Company in the respective meeting. It is expressly understood that to the extent the Company's constitutional documents/charter documents require any action by or relating to the Company to be approved by the board of directors or shareholders of the Company, you will seek and obtain such approval in writing before taking the action.

- 11.2 You shall forthwith on receipt of instructions from the Company cease to perform and/or exercise any of the duties, powers and/or responsibilities delegated to you under this Letter of Appointment or by the authorized representatives of the Company from time to time.



## **12. TRANSFER**

- 12.1 The Company reserves its right to transfer you in the same capacity or such other capacity that the Company may determine to any other location, department, branch, establishment or place of business of the Company or any other group or affiliate company or entity of the Company [in or outside India or to depute you to any of its client's premises]. In such cases, you will have to comply with the terms and conditions of service prevailing at the new placement location.
- 12.2 Notwithstanding anything contained in this Letter of Appointment, your deputation or secondment with any of other entity by the Company shall not be deemed as transfer of your employment with such entity and you shall at all times remain an employee of the Company.
- 12.3 In the event, such transfer is not acceptable to you the Company may in its sole discretion terminate your employment in accordance with this Letter of Appointment. You shall not claim such dismissal as unfair in view of the alternate opportunity provided to you by the Company.

## **13. CONFIDENTIAL INFORMATION**

- 13.1 The term "**Confidential Information**" shall deem to mean and include the following:
  - 13.1.1 all information relating to the Company, developed, disclosed by the Company (whether in written, oral, graphic, electronic or other tangible or intangible form) to you during the course of your employment with the Company or prior to that, including but not limited to, all technical, non-technical information, data, business operations information, selection process, ideas and creative works, research belonging to the Company (regardless of whether such information is protectable under copyright, patent or trademark and/or trade secret doctrine), or otherwise, and includes proprietary information;
  - 13.1.2 all information relating to such matters which comes to your knowledge in the course of your employment with the Company and which by reason of its character and/or the manner of its coming to its knowledge, is evidently confidential (whether or not marked as confidential);
  - 13.1.3 information obtained from the Company's lists of and/or database of contact names and details and/or potential client companies, and/or client companies and/or contractors and/or candidates;
  - 13.1.4 all information obtained from the Company's internal list of employees' names, telephone numbers, performance records or details;
  - 13.1.5 all information relating to business plans, marketing plans, terms of business of client companies and the terms of business of the Company, pricing and fee arrangements, and other financial information, including without limitation details of activities, businesses, business plans or finances of the Company;



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- 13.1.6 data, program code, scripts, database definitions, site design and functionality, graphical design concepts and marketing concepts, training and development material;
  - 13.1.7 any other information designated by the Company as confidential; and
  - 13.1.8 any information in relation to which the Company owes a duty of confidentiality to any third party.
- 13.2 You shall not, during or after the termination of your employment with the Company, without the consent of the Company disclose or divulge or make public any information regarding the Company including its affairs or administration or research carried out or business whether the same may be confined to you or become known to you in the course of your employment with the Company or otherwise.
- 13.3 You agree that the Confidential Information received by you during your employment with the Company is the property of the Company. You agree and undertake to return all such property (whether in written, electronic or other form) to the Company immediately on termination of your employment or at any time prior to that if the Company requests.
- 13.4 You shall, during your employment with the Company, use your best endeavours to prevent the unauthorised use or disclosure of any Confidential Information whether by any other officer, employee or agent of the Company or otherwise and shall be under an obligation to promptly report to the Company any such unauthorised use or disclosure which comes to your knowledge.
- 13.5 If required by the Company, you shall execute separate documents or agreements in relation to such matters, conferring such rights on the Company. You further agree to execute such further documents or agreements as required by the Company from time to time.
- 13.6 You hereby agree and undertake that all: (a) proprietary information; and (b) intellectual property rights and other rights anywhere in the world in connection with proprietary information, created, produced or developed by you, either jointly with others or alone:
- 13.6.1 in the course of your employment;
  - 13.6.2 during your employment and relating to the actual or anticipated business or research or development of the Company, its affiliates and/or its clients; or
  - 13.6.3 with the use of any Confidential Information or any of the Company's and or its affiliates' time, material or facilities,

is and will be the sole and exclusive property of the Company to the maximum extent permitted by applicable law. You hereby irrevocably and unconditionally assign to the Company, and waive in favour of the Company, without further consideration, on a royalty-free, exclusive, absolute, unconditional, transferable, perpetual and on a world-wide basis, any and all intellectual property rights and other rights, title and interests that you have, may have or acquire in any of such proprietary information, inventions, Confidential Information and intellectual property rights.



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13.7 You shall not record or retain any Confidential Information of the Company, in any form unauthorizedly or after termination of your employment. Upon request of the Company and/or its affiliates, you shall return or destroy (if requested by the Company) all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, effects or records etc. or any other material belonging to the Company or relating to its business or derived from the Confidential Information of the Company and/or its affiliates including in its electronic form and shall not retain or make copies of these items. You will provide a certificate to the Company and/or its affiliates that such materials have been destroyed or returned, as the case may be

**14. INTELLECTUAL PROPERTY**

14.1 If you conceive or make any new or advanced methods of improving designing/processes/systems or any and all improvements in relation to the operations of the Company, such developments shall be fully and immediately communicated to the Company and shall be and remain the sole and exclusive right/property of the Company in perpetuity. If required by the Company, you shall execute separate documents or deeds in relation to such matters, conferring such rights on the Company. In furtherance of your obligations under this clause, you agree not to claim any proprietary interest in any such inventions, discoveries or improvements and demand any consideration in that behalf.

14.2 All work and inventions made or produced by you in connection with your activities during your employment shall inure and belong exclusively to the Company as '**work for hire**'. In so far as such work or inventions is protected by copyright or trade mark or patent or design or other intellectual property rights, you hereby irrevocably transfer and assign to the Company the entire worldwide right, title and interest in and to such work and inventions including, without limitation, all intellectual property rights embodied in such works and inventions, in perpetuity without payment of any consideration. The rights assigned to the Company by you under this clause shall remain valid and subsisting in perpetuity, and shall not lapse, even if the Company does not exercise those rights within any statutory period of time that may be prescribed by law, rule or regulation, and it shall be irrefutably presumed that the Company has exercised the copyright and other intellectual property rights assigned to the Company as of the time that each and every such copyright comes into existence.

14.3 You shall transfer to the Company any and all right, title, interest or claim which entitles the Company to register the aforesaid rights including patents, designs, trademarks, copyrights or other intellectual property rights in the Company's own name and for its own account and makes the Company absolute and exclusive owner thereof.

14.4 You agree and confirm that the remuneration paid under this Letter of Appointment is adequate consideration for the aforesaid assignment and that you shall have no entitlement to any additional compensation for such transfer and assignments to the Company.

**15. NON-COMPETE AND NON-SOLICITATION**

15.1 During the term of your employment with the Company and for a period of one (1) year following the termination thereof, except with the prior sanction of the Company, you shall not, directly or indirectly, be engaged in or be concerned or interested in any business, affairs or activities of any person, firm, concern, body corporate whether incorporated or not, undertaking or company which



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is in any way directly or indirectly in competition with or in opposition to any business of the Company. Any direct or indirect participation by you as an employee, director, manager, shareholder, proprietor, secretary, advisor, consultant, officer, agent, manager or self-employed person or any direct or indirect participation or financial interest in such person or entity or body corporate is hereby prohibited. Any participation in any body corporate or running of your own business shall require the prior written approval of the Company.

- 15.2 During the term of your employment with the Company and thereafter, except with the prior sanction of the Company, you shall not, whether by yourself, through your agents or representatives or otherwise howsoever and whether on your own behalf or for any other person, firm, sole proprietary concern, company, organisation or body corporate, directly or indirectly, solicit any business from or canvass or otherwise have dealings with:
- 15.2.1 any person, concern, firm, company or body corporate with whom or with which you had personal dealings in the course of your employment with the Company; or
  - 15.2.2 any person who or which at any time was an officer, employee, agent, representative, manager, client, customer or supplier; or
  - 15.2.3 any person who was to be a prospective client, customer or supplier of the Company.
- 15.3 During the term of your employment with the Company and thereafter, you will not induce any person who is an employee, consultant or associate of the Company (including any of its affiliated companies, sub-contractors, vendors, etc.) at any time to terminate his/her relationship with the Company (or that of any of such affiliated companies, sub-contractors, vendors, etc.).
- 15.4 The remuneration payable to you as stated in this Letter of Appointment shall be deemed to include valuable consideration in respect of the non-competition and non-solicitation covenants and undertakings given by you herein and you hereby acknowledge and admit the adequacy and sufficiency of such consideration.

**16. RETIREMENT**

- 16.1 The retirement age is [sixty] 60 years unless the Company specifically requires you in writing, to continue in employment beyond this age in its absolute discretion.

**17. TERMINATION AND CONSEQUENCE OF TERMINATION**

- 17.1 Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or without payment in lieu thereof or without any compensation whatsoever, if, among other things:
- 17.1.1 you disobey a lawful direction of the Company;
  - 17.1.2 fail or neglect to efficiently and diligently carry out your duties to the reasonable satisfaction of the Company;



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- 17.1.3 you are found guilty of commission or omission of any act or any misconduct in the opinion of the Company;
  - 17.1.4 you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Letter of Appointment, or are guilty of any negligence in connection with or affecting the business or affairs of the Company;
  - 17.1.5 you remain absent from work for a continuous period of 10 days without prior written approval of the Company, (including overstay of leave);
  - 17.1.6 you become bankrupt or have a receiving order made against you or make any general composition with your creditors or otherwise take advantage of any similar statute offering relief to insolvent debtors;
  - 17.1.7 you breach your obligations set out in this Letter of Appointment;
  - 17.1.8 you become addicted to or habitually under the influence of alcohol or drug (not being a drug prescribed for you by a medical practitioner for the treatment of a condition other than drug addiction);
  - 17.1.9 you are guilty of sexual harassment under the provisions of the Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the Rules thereunder (as amended from time to time) (“POSH Act 2013”). Further, you agree, covenant, undertake and agree to abide by the terms of the POSH Act 2013.
  - 17.1.10 you engage in conduct that could bring you or the Company into disrepute; or
  - 17.1.11 you are convicted of any criminal offence under the applicable laws.
- 17.2 Without prejudice to the Clause 17.1 but notwithstanding any other provision of this Letter of Appointment, if you are unable to perform your duties properly by reason of illness or injury for a period or periods aggregating at least ninety (90) days in any period of twelve (12) consecutive calendar months (“**Period of Incapacity**”) then the Company may at any time by not less than two (2) months prior written notice to you terminate your employment with the Company, while you are incapacitated by illness or injury from performing your duties.
- 17.3 Your employment after your confirmation in the service may be terminated at any time:
- 17.3.1 by you giving two (2) months written notice to the Company; or
  - 17.3.2 by the Company giving two (2) months written notice to you or by paying you an amount equal to two (2) months basic salary, less any applicable or required tax or other deduction.
- 17.4 You shall not be entitled under any circumstances to pay salary in lieu of notice to terminate your employment with the Company. You may be required to take any accrued holiday entitlement during such notice period.



- 17.5 You acknowledge and agree that such notice (or payment in lieu thereof) by the Company is reasonable notice of termination and no other notice requirements express or implied shall apply.
- 17.6 The termination of your employment howsoever arising shall not affect such of the terms hereof which operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.
- 17.7 After the termination of your employment hereunder, you shall not represent yourself as being directly or indirectly in employment or in connection with the Company.
- 17.8 If your employment is terminated for any reason:
  - 17.8.1 the Company may set-off amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;
  - 17.8.2 you must return all the Company's property to the Company on termination, all written or machine-readable material, software, laptop, mobiles, computers, credit cards, keys and vehicles, etc.; and
  - 17.8.3 you will provide a certificate to the Company that you have complied with the terms and conditions of this Letter of Appointment and such other agreement as you may have executed with the Company.
  - 17.8.4 If your employment is terminated as per Clause 20.1.10, you shall not be entitled to payment of your salary.
  - 17.8.5 Upon the effective notice of termination of your employment by the Company or you, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend work, at the Company's absolute discretion. However, you will not take up any alternate employment until the expiration of such notice period.
  - 17.8.6 Further to the above, the Company may in its absolute discretion require you to do or abstain from any or all of following:



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- (a) Not to attend any place of work or any other premises of the Company and/or on behalf of the Company;
  - (b) Not to engage in any contact with any customer, supplier, employee, officer, agent or adviser of the Company in relation to any matter which concerns any of the business(es) of the Company;
  - (c) Be available when called for work or hand over or any other official business during any working day;
  - (d) Any and all such action taken on the part of the Company shall not constitute a breach of this Letter of Appointment of any kind whatsoever nor shall you have any claim against the Company in respect of any such action;
- 17.9 With effect from the date of termination of your employment, all your rights and obligations under this Letter of Appointment shall cease except for those that have been stated to expressly continue after that date and those applicable in relation to any breach of any provision of this Letter of Appointment before that date. Termination of your employment shall not prejudice any rights of the Company whether arising from this Letter of Appointment or otherwise, whether past, present or future.
- 18. PAST RECORDS AND DECLARATION**
- 18.1 Your employment is contingent upon satisfactory reference checks, and confirmation of prior employment and education. The Company reserves the right to carry out reference checks and verification of your prior employment dates, positions, work history, salary drawn and other compensation and benefits information. You may be required to sign a letter permitting the Company to obtain such information from your previous employers.
  - 18.2 You represent or warrant that:
    - 18.2.1 you have no criminal record nor have any criminal or civil actions been initiated against you, at any time;
    - 18.2.2 you have not breached any security laws or regulations and have not been censured by any regulatory authority;
    - 18.2.3 you have not breached any contractual obligation under any contract you have previously entered into whether with any former employer or otherwise and whether legally enforceable or not; and
    - 18.2.4 all personal and business references provided by you are legitimate and the Company is free to contact all references and make other verifications of your character, otherwise, as the Company deems appropriate.
  - 18.3 If you have failed to disclose or misrepresented any information deemed by the Company to be material for purposes of the Company's offer of employment to you, the Company will be free to dismiss you immediately, without liability for such dismissal.



**19. ANTI-BRIBERY LAWS**

- 19.1 You shall not offer or promise to make any payment, in cash or in kind, (i) to any government official, political party or candidate for political office (“**Government Official**”), or (ii) to any third person, firm or entity that in turn will make a payment to any Government Official save and expect as permitted under applicable Law. You shall at all times perform all of your obligations herein and shall cause other personnel of the Company to perform their obligations in strict conformity with the applicable laws.
- 19.2 You shall strictly adhere to and comply with the Company’s policy and practices in relation to the anti-bribery policy as adopted/updated by the Company from time to time.

**20. MISCELLANEOUS TERMS AND CONDITIONS**

- 20.1 You hereby agree and undertake to immediately intimate the Company of any change in the information provided by you.
- 20.2 In addition to the aforesaid terms and conditions, you shall also be governed by such directions or instructions as may be issued to you from time to time in discharge of your obligations as an employee of the Company. You will adhere, at all times, to the laws and regulations of any country in which you work.
- 20.3 In order to maintain security, the Company reserves the right to search members of its staff, employees or their personal belongings and to monitor, check, record and review telephone calls, computer files, records and e-mails/internet activity and any other compliance, security or risk analysis checks the Company considers reasonably necessary.
- 20.4 By signing below, you are agreeing that you have read and understood each and every provision of this Letter of Appointment, and that in consideration of the Company offering you employment with the Company, you voluntarily and unconditionally agree to abide by its terms and conditions of this Letter of Appointment.
- 20.5 If any provision of this Letter of Appointment shall be prohibited by or adjudicated by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Letter of Appointment and rendered ineffective as far as possible without modifying the remaining provisions of this Letter of Appointment and shall not in any way affect any other provisions or the validity or enforcement of this Letter of Appointment.
- 20.6 The failure by the Company at any time to insist on performance of any provision set out in this Letter of Appointment is not a waiver of its right at any later time to insist on performance of that or any other provision set out in this Letter of Appointment.
- 20.7 On signing and acceptance of this Letter of Appointment, you have consented to the Company keeping, recording and processing, both electronically and manually any appropriate data it may gather during the course of your employment. This may include sensitive personal data such as medical information, etc. You also hereby grant your unequivocal consent to the Company disclosing and transferring such data to the group company of the Company or third-party service provider for processing or otherwise.



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- 20.8 The Company will have the right to transfer and assign this Letter of Appointment and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This Letter of Appointment is personal to you and you will not be entitled to transfer or assign it in whole or in part.

**21. GOVERNING LAW AND JURISDICTION**

- 21.1 This Letter of Appointment shall be governed by laws of India. The courts at Bengaluru only shall have exclusive jurisdiction in the event of any dispute arising between you and the Company in respect of or under this Letter of Appointment or in any matter concerning your employment with the Company.

Please confirm that the above terms and conditions are acceptable to you and that you accept this appointment by signing this Letter of Appointment in duplicate.

Yours faithfully,  
For **EBOT AI IT SOLUTIONS PRIVATE LIMITED**

A handwritten signature in black ink, appearing to read 'R. Manohar'.

(Authorised Signatory)

I agree and accept employment with the Company on the basis of the terms and conditions mentioned in this Letter of Appointment and the Company's Code of Conduct Policy, which have been read, understood and accepted by me.

Signature

---

Name:

Date:



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#### **ANNEXURE I – JOB DESCRIPTION**

**Your role and responsibilities will include (but not limited to):**

- Build responsive web layouts and code functionality for our chatbot solutions.
- Work with developers and designers to implement user-facing pages as well as internal tools.
- Collaborate with content strategists and UX designers to plan upcoming features.
- Able to balance multiple projects.



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**(CIN U72900KA2020PTC137467)**

**ANNEXURE II – CTC - TERMS OF EMPLOYMENT**

ANNEXURE : Compensation and Benefits Worksheet			
Name:	Brijesh Yadav	Amount INR (PM)	Amount INR (PA)
Effective Date:	20-Mar-23		
Items	Details		
Basic Salary	As per Employment Terms	16,667	2,00,000
HRA	40% of Basic Salary	6,667	80,000
Special Allowance	Balancing Figure	18,333	2,20,000
Provident Fund (Employer's contribution)		1,800	21,600
<b>Total CTC ( Sum of above mentioned components)</b>			<b>5,21,600</b>

  
\_\_\_\_\_  
Pranay Jain  
Co-founder & CEO

  
\_\_\_\_\_  
Brijesh Yadav  
UI Developer- Trainee