



Deepak Kumar Chouhan

5th September 2022

Dear Deepak,

On behalf of **TAPTALENT PRIVATE LIMITED** (subsidiary of **CONSULTAGORA PTE. LTD.** (the "**Company**")), I am pleased to offer you the position of **Software Development Engineer**, subject to the following terms and conditions. Your tenure shall commence with effect from **12th September 2022**, and your place of posting would be **Bengaluru**.

A. Compensation

1. Salary

Your monthly salary will be **Rs. 60,000/- (Rupees Sixty Thousand Only)**, payable monthly in arrears. During the term of your employment, you will be eligible for reimbursement of any pre-approved expenses, as per the then prevailing policies and rules of the Company upon presentation of documentation, expense statements, vouchers, and such other supporting information. All such payments shall be subject to withholding all applicable taxes which will be borne by you.

2. Other conditions

You acknowledge and agree that your remuneration is a matter purely between yourself and the Company and you are to keep this information and any changes thereto, strictly confidential. Your remuneration will be periodically reviewed as per the Company's policies. Your increments and promotions shall be at the discretion of the Company and will be subject to and on the basis of your performance.

B. Employment Conditions

Your employment with the Company is on a **full-time basis**. While you are in the services of the Company, you are not permitted to directly or indirectly, engage yourself or devote any time or attention to any full time or part time employment, trade, business or occupation, with or without remuneration, for any third person or concern (including self-employment). You shall also not undertake or be interested, either directly or indirectly, in any activities, which are contrary to or inconsistent with your employment with the Company or the Company's interest. You shall devote yourself exclusively to the business of the Company. Any breach of this condition on your part may lead to the immediate termination of your employment with the Company.

C. Confidential Information

For the purposes of this Agreement, 'Confidential Information' in relation to the Company means:

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- (i) trade secrets,
- (ii) lists or details of its vendors, their services, or customers and the services and their terms of business,
- (iii) prices charged to and terms of business with clients,
- (iv) marketing plans and revenue forecasts,
- (v) any proposals relating to the future of Company or any of its business or any part thereof,
- (vi) details of its employees and officers and of the remuneration and other benefits paid to them,
- (vii) information relating to business matters, corporate plans, management systems, investments, finances, accounts, marketing or sales of any past, present or future products or service, processes, inventions, designs, know how, discoveries, technical/financial specifications and other technical or financial information relating to the creation, production or supply of any past, present or future products or service of the Company, any information given to the Company in confidence by clients/customers, suppliers or other persons and any other information (whether or not recorded in documentary form, or on computer disk or tape) which is confidential or commercially sensitive and is not in the public domain, and
- (viii) any other information which is notified to you as confidential.

You shall not, either during your employment or at any time thereafter, except as required by law, use, divulge or disclose to any person any Confidential Information, which may have come to your knowledge at any time during the course of your employment with the Company. This clause will cease to apply to information which enters the public domain other than (directly or indirectly) through your act, omission, negligence or fault.

You will keep the Company agents, from and against all liabilities, claims, damages, suits, proceedings, costs and expenses whatsoever, caused by or arising from your breach of the terms and conditions set out herein.

D. Intellectual Property

You acknowledge that the Company is the absolute, unrestricted and exclusive owner of the Confidential Information or other proprietary technical, financial, marketing, manufacturing, distribution or other business related information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, and other information used by you in course of your

employment with the Company. You shall not in any manner whatsoever, represent and/or claim that you have any interest by way of ownership, assignment or otherwise in the same.

You acknowledge that the Company shall own all rights, title and interest including copyright in any work created by you in the course of your employment with the Company. To the extent such rights do not vest immediately in the Company, you agree to and irrevocably and unconditionally assign to the Company all your rights, title and interest including copyright in such works for adequate consideration, receipt whereof you hereby acknowledge. You agree to execute such other documents, as may be required by the Company, for recording the Company as the owner of such works at the Company's cost and expense.

E. Non-Competition

You covenant and agree that, at any time, during your employment and for a period of 12 months thereafter (whether as an officer, director, partner, proprietor, investor, shareholder, manager, associate, employee, consultant, representative, adviser, agent or otherwise), you will not and will not permit any related party to, for yourself or jointly with any other person, directly or indirectly, own, conduct, engage, manage, operate, join, control, finance, invest in, bid for, advise or otherwise participate in, or be connected with, any business, individual, partnership, firm, corporation, limited liability company or other entity in any geography that is in the same or similar business as the Company ("Competing Business").

F. Non-Solicitation of Customers, Customer Prospects, and Vendors

You also covenant and agree that during the term of your employment with the Company and for twenty four (24) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors with whom you had Material Contact during the course of your employment with the Company.

G. Non-Solicitation of Employees

You also covenant and agree that during the term of your employment with the Company and for twelve (12) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any non-clerical employee of the Company to terminate their employment relationship with the Company.

H. Indemnity

You shall at all times during the course of your employment in the Company (and even after the termination of this Agreement with respect to the terms contained herein) indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of your acts or omissions during the course of employment.

I. Termination

1. Without Cause

1.1 Either Party shall be free to terminate this Agreement at will and, at any time, with or without cause, upon thirty (30) days prior written notice by the Party desirous of terminating this Agreement or payment of equivalent salary in lieu thereof or a combination thereof, at the discretion of the Company.

1.2 With the exception of a paid leave at the discretion of the company, you shall not be entitled to any leave while serving your notice period under this Agreement.

2. Breach or Misconduct

2.1 Notwithstanding anything herein, the Company shall be entitled to terminate this Agreement, without notice and with immediate effect, in the event you are:

- a. found to have engaged in any act of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business; or
- b. found to have engaged in any other act or omission, inconsistent with your duties; or
- c. found to have engaged in any breach of this Agreement, or the Company Policy or lawful orders given to you by the Company; or
- d. convicted of any criminal offense; or,
- e. found to have engaged in unauthorized absence beyond a period of seven (7) days.

3. Provisional Offer

The present employment is offered to you on the basis of the information/ particulars provided by you with regards to your educational/professional qualifications, experience, criminal records, and in the event it is discovered at any stage that any information/particulars and/or details provided by you are incorrect and/or any material information has been withheld/suppressed by you, shall constitute breach of discipline and your services will be liable to be terminated with immediate effect. You will be required to produce the following documents on or before commencement of your employment:

- a. All educational certificates (10th, 12th, Graduation etc.)
- b. Valid Photo ID proof and address proof (PAN/Passport/ Voter card/ Aadhaar card)
- c. *Current employers' experience letter / appointment letter
- d. *Proof of resignation / Relieving letter from current employer
- e. *Last drawn Salary slip

***(If applicable)**

4. Leave

If upon termination you have taken more leaves than your entitlement, the Company is authorized to make deductions in respect of the same from your final salary payment. In the event such deductions exceed the final salary payment to you, you shall pay such outstanding amount to the Company.

5. Return of Property

5.1 For the purposes of this Paragraph, Property means keys, vehicle, mobile phone (including SIM card and accessories), laptop and related equipment, all lists of clients or customers, correspondence and all other documents, papers and records (including, without limitation, any records stored or maintained in any form including by electronic means, together with any codes or implements necessary to give full access to such records), system designs, software designs, software programs (in whatever media), presentations, proposals, specifications or Confidential Information which may have been prepared by you or have come into or passed from your possession, custody or control in the course of your employment.

5.2 You shall promptly, whenever requested by the Company and in any event upon receipt of notice of termination or termination of employment under this Paragraph, deliver up to the Company all Property and you shall not retain any copies thereof. Title and copyright in the Property shall vest in the Company.

J. Governing Law

This Agreement shall be governed and construed in accordance with the laws of India. The invalidity or unenforceability of any part of this Agreement shall not affect the binding effect of the rest of the Agreement.

This Agreement shall be concluded and effective on your delivering (physically or digitally) a signed copy of this Agreement to us, provided that your Compensation and Other Entitlements shall not begin to accrue until you commence work for the Company.

If the terms and conditions of this offer letter are acceptable to you, please signify your acceptance by signing and returning a copy of this letter to the Company on or before **6th September 2022**, failing which, this offer stands automatically withdrawn by the Company without any further notice to you.

for **TAPTALENT PRIVATE LIMITED** (subsidiary of **CONSULTAGORA PTE. LTD.**)

Shubham Kumar

Shubham Kumar
Co-Founder

I acknowledge that I have carefully read and understood the provisions of this agreement. I also warrant and represent that I have entered into this agreement voluntarily, and I am pleased to accept the offer.

*Deepak
Kumar
Chouhan*

Deepak Kumar Chouhan
Date: 06/09/2022

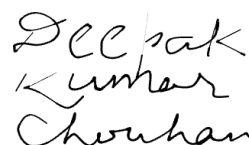
DigiSigner Document ID: b96fd5bc-bc8e-4c01-81b0-b9d5667c67f7

Signer

Email: accounts@taptalent.ai
IP Address: 106.51.88.125

Email: dk397787@gmail.com
IP Address: 27.61.103.227

Signature



Event	User	Time	IP Address
Upload document	accounts@taptalent.ai	9/5/22 3:16:34 AM EDT	106.51.88.125
Open document	accounts@taptalent.ai	9/5/22 3:16:40 AM EDT	106.51.88.125
Sign document	accounts@taptalent.ai	9/5/22 3:17:42 AM EDT	106.51.88.125
Close document	accounts@taptalent.ai	9/5/22 3:17:42 AM EDT	106.51.88.125
Send for signing	accounts@taptalent.ai	9/5/22 3:18:27 AM EDT	106.51.88.125
Open document	dk397787@gmail.com	9/5/22 5:20:32 AM EDT	27.61.112.58
Open document	dk397787@gmail.com	9/5/22 5:44:03 AM EDT	27.61.112.58
Open document	dk397787@gmail.com	9/5/22 6:32:48 AM EDT	27.61.112.58
Download document	dk397787@gmail.com	9/5/22 6:33:18 AM EDT	27.61.112.58
Open document	accounts@taptalent.ai	9/6/22 8:16:32 AM EDT	106.51.88.125
Open document	dk397787@gmail.com	9/6/22 12:33:44 PM EDT	27.61.103.227
Sign document	dk397787@gmail.com	9/6/22 12:39:11 PM EDT	27.61.103.227
Close document	dk397787@gmail.com	9/6/22 12:39:11 PM EDT	27.61.103.227