



a genpact company

July 10, 2023

To:

**Piyush Kumar**

**Sub: Appointment Letter**

Dear Piyush Kumar,

In further of our discussions, we are hereby pleased to confirm your appointment as an employee with Enquero.

Your present designation will be Software Engineer, and your appointment shall be effective as on and with effect from 11-July-2023 ("Effective Date").

[Please note that your employment will have a probation period of six months, and a separate confirmation will be issued to you upon successful completion of the probation period.]

Base location of employment will be at IndiQube - Grape Garden Survey No.130, 18th Main Road, 1st A Cross, 6th Block, Koramangala, Bengaluru, Karnataka 560095

Your current remuneration package has been provided in **Annexure A** to this Appointment Letter. Kindly treat your remuneration package as confidential.

We are also enclosing the standard employment agreement required to be executed by you and Enquero, which will govern the terms and conditions of your employment.

Do reach out to us for any clarifications or discussions.

Welcome to Enquero!

For **Enquero Global LLP**

***Surbhi Gupta***

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**Title: AVP - Talent Acquisition**



**Authorized Signatory Signature** [Surbhi Gupta](#) 7/10/2023 7:56 PM  
(checking the box above is equivalent to a handwritten signature)

**Annexure A**

**CTC & CTC Break-Up**

Name: Piyush Kumar

Role: Software Engineer

### **COMPENSATION DETAILS**

Employee Name	Piyush Kumar
OHR ID	
Band	4A
Components	Amount (per annum)
Basic	4,09,836
Company Contribution to Provident Fund (PF)	49,180
Housing Rent Allowance	2,45,902
Conveyance	1,02,459
Car Allowance	1,02,459
Additional Allowance	90,164
<b>Fixed Pay</b>	<b>1000000</b>
Annual Performance Bonus* (Target: % of Fixed Pay)	0%
Target Cash (Fixed Pay + Target Bonus)	<b>INR 1000000</b>

#### Notes:

- You shall be entitled to receive a Sign-On Bonus of NA INR on successful completion of NA, if you join on or before NA. If you remain a full-time Enquero employee for twelve (12) months from the joining date, you shall have no obligation to repay any portion of the Sign-On Bonus
- \*The annual performance bonus amount, if applicable to you as part of your compensation, is based on a percentage of your fixed salary. The actual performance bonus paid (only if applicable) will be based on the individual and company performance. To be eligible for performance bonus payment for the given evaluation period, employee must be employed at the time the bonus is paid. The aggregate of all bonus payouts paid to you during an accounting year including Annual Performance Bonus (APB) and other bonus payouts (if any) shall be in lieu of profit based bonus (if any) payable to you for such accounting year under Section 31A of the Payment of Bonus Act, 1965 ("PBA") (if applicable). In the event that the PBA is applicable to you and the aggregate of all bonus payout made to you during the year is less than eligibility as per PBA, Genpact will pay you the difference at a later date.
- Any employee deduction will be governed by prevalent company policy, applicable law and will be subject to change e.g. Employee contribution to PF.
- Additionally, Gratuity shall be payable as per statutory provisions.
- Female employees will be eligible for paid maternity leave and other benefits in accordance with the Maternity Benefit Act, 1961 or applicable legislation and Company Policies.

*Tax shall be deducted at source (TDS) based on the salary structure above. In case tax deductions need to be adjusted for tax saving instruments, then such declaration must be given in writing to the Company, and the TDS shall be adjusted for deductions, henceforth.*

## **Employment Agreement**

This Employment Agreement (“**Agreement**”) is executed on 11-July-2023 by and between:

Tax shall be deducted at source (TDS) based on the salary structure above. In case tax deductions need to be adjusted for tax saving instruments, then such declaration must be given in writing to the Company, and the TDS shall be adjusted for deductions, henceforth.

AND

Piyush Kumar, a citizen of India, holder of PAN JUWPK8476D and residing at Tuiyo, Kapka, Barkatha, Hazaribagh, Jharkhand (825323) (hereinafter referred to as “**Employee**” or “**You/you**” or “**Your/your**”, which expression will, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs and successors) of the **SECOND PART**.

The Company and the Employee are hereinafter collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

### **WHEREAS:**

- A. The Company is engaged in the business of providing technology solutions, digital transformation, data analytics, and related business activities (“Business”).
- B. The Employee has represented to the Company that the Employee has the requisite skills and knowledge necessary to engage in employment with Company and discharge the designated responsibilities and obligations. Based on the representations of the Employee and the information provided to the Company, the Company is desirous of engaging the services of the Employee at the designation provided in the Appointment Letter, and the Employee is desirous of accepting the employment with the Company.
- C. The Parties wish to record the terms and conditions governing the Employee’s employment with the Company. The Appointment Letter forms an integral part of this Agreement.

**NOW IT IS AGREED** as follows:

### **A. Employment – General**

1. Term: Your employment shall be valid from the Effective Date and shall continue until it is terminated by either you or the Company in accordance with the terms hereof (“Employment Term”).

This is a full-time employment with the Company, and the Employee agrees to devote full-time efforts, as an employee of the Company, towards the employment duties and obligations as described in this Agreement.

Unless otherwise provided in your Appointment Letter, the Employee must successfully complete a probationary period with the Company, as specified in the Appointment Letter, beginning on the Effective Date. At any time during the probationary period, the Company will have the right to terminate your employment without any notice or compensation, other than remuneration owed for hours of work already completed during that particular calendar month. If you wish to resign during the probation period,

you will be required to provide a notice period of 30 days to the Company. Your completion of the probationary period will have to be followed by a confirmation letter to be issued by the Company confirming your employment with the Company; and you will need to ensure that this confirmation letter is issued to you by the Company.

2. **Scope:** The Employee hereby accepts employment with the Company and agrees to perform employment services for the Company in accordance with the terms and conditions set out in this Agreement and the Appointment Letter. The Employee shall perform the duties and assume the responsibilities and obligations contemplated by his/ her title and shall perform such other duties and undertake such other responsibilities and obligations, consistent with his/ her position. The title/ designation of the Employee as on the Effective Date has been recorded in the Appointment Letter. The Company may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Company, and such changes will be intimated to the Employee.

3. **Duties:** You shall, during your Employment Term:

- a. Perform the duties that the Company may from time to time assign to you in connection with the business and operations of the Company;
- b. Not engage in any other business on your own account or be employed by any other person, or render any services, give any advice or serve in a consulting capacity, whether gratuitously or otherwise, to or for any other person; and any exceptions will require prior written approval of the Company (and the managing partner of the Company specifically);
- c. Discharge your role and responsibilities towards the Company faithfully, diligently and competently to the best of your ability (and in this regard, you further agree and acknowledge that all such actions and services performed during your Employment Term with the Company shall accrue solely to the benefit of the Company);
- d. Maintain records, reports, documents, files and correspondence necessary and appropriate in connection with the business and affairs of the Company;
- e. Report to the designated person(s) as and when required;

**4. Location:** Location: Your base location of employment has been specified in the Appointment Letter. Your duties may include travel to various parts of India/ overseas, often at short notice. The Company may also require to be based at different locations/ affiliates/ subsidiaries/ group entities for short periods of time in the course of your employment. "The Employee has requested, and the Company has provided the Employee with the flexibility to work remotely from the Employee's home premises (unless otherwise specified by the Company from time to time)". Your base location of the employment is Bengaluru

**5. Remuneration:** The salary and compensation payable by the Company is set forth under the Appointment Letter, which shall be ordinarily reviewed annually by the Company, as per the Company's annual compensation revision program. The Parties acknowledge that the Company is under no obligation to increase the Employee's salary following a salary review, and any increase is subject to your performance and the Company's business results. The Employee's salary will be paid monthly in arrears, in accordance with Company's normal payroll procedures and policies, subject to the relevant statutory deductions and payment, and deduction of taxes at source, as per

applicable laws. The Company shall also be entitled to withhold any payments towards any amounts loaned to you by the Company or in connection with any other dues payable by you to the Company.

The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Company, and that the Employee will not earn or accrue any right to incentive-based remuneration solely by reason of the Employee's employment with the Company.

In addition to the remuneration, the Employee will be entitled to only those additional benefits that are currently available as described in the Company's Policies (as defined below). The Employee expressly acknowledges that the Company's discretionary benefits are subject to change, without compensation, and may further be subject to be withdrawn by the Company at any time.

**6. Reimbursements:** Subject to the policies of the Company and upon submission of appropriate proof of expenses incurred and necessary documentation, the Company will reimburse any reasonable and necessary expenses incurred by the Employee in connection with the performance of his/ her duties under this Agreement.

**7. Leave policy:** Your working hours, and leave including sick leave, public holidays and festivals, shall be as per the Company's Policies in effect from time to time. You will be entitled of 30 paid leaves in a calendar year. This will be calculated on prorata basis on your joining.

**8. Insurance:** The Company may also provide health insurance, accident and/ or travel insurance policies to the Employee during the course of his/ her employment with the Company, which insurance policies, if provided, shall be paid for by the Company on behalf of the Employee. The details of any insurance coverage and modalities shall be specified in the Company's Policies (as defined below).

**9. Company policies:** You specifically agree to abide by all the Company's rules, regulations, instructions, Policies, practices and procedures which may be in force from time to time. "Policies" mean and include any written policies, rules, regulations, plan, employee manual or handbook, that the Company may formulate for its employees, which lays down the procedures and rules in connection with the day-to-day operations of the Company, workplace behaviour, employees' code of conduct, prevention of sexual harassment, perquisites, and other employee related matters, as amended from time to time by the Company. The Company's Policies are binding on you with effect from the Effective Date, and you are mandated to review the Policies and acknowledge them.

## **B. Employment – Confidentiality & Intellectual Property**

### **10. Confidentiality and Intellectual Property:**

1. The Employee acknowledges that he/ she will execute: (a) the Non-Disclosure and Confidentiality Agreement, and (b) the Proprietary Information and Intellectual Property Agreement, as required by the Company, and shall be bound by the provisions of these two agreements. These two agreements will be deemed to be effective from the Effective Date.

2. The Employee shall keep the Confidential Information (as defined in the Non-Disclosure and Confidentiality Agreement) in strict confidence and shall not, at any time, use (other than in the ordinary course of his/ her employment and for the purpose of fulfilling his/ her duties for the Company), divulge or otherwise disclose, directly or indirectly, any Confidential Information.
3. It is the express intention of the Parties hereto that the obligations of this Section and that of the agreements mentioned in Section 10.1 survive the termination or expiration of this Agreement in any manner, and the adherence to such covenants by the Employee set forth in this Section and the said agreements (as mentioned in Section 10.1) are an essential element of this Agreement.
4. Any breach by the Employee of any provision of this Section, or the (a) the Non-Disclosure and Confidentiality Agreement, or (b) the Proprietary Information and Intellectual Property Agreement, may result in irreparable injury to the Company, and the Employee acknowledges that in the event of such a breach, in addition to all other remedies available at law, the Company shall be entitled to immediately terminate the employment and also equitable relief and injunctive relief against the Employee, in addition to withholding of any dues payable by the Company to the Employee.
5. The terms of the the Appointment Letter and this Agreement shall also be kept in strict confidence by the Employee, and the Employee shall not share these details with any third-party including any other employee or consultant of the Company.

#### **11. Company Property:**

All the Company property shall be and remain the sole and exclusive property of the Company (including but not limited to the Confidential Information, the Work Product and any hardware assets of the Company). You shall, during the course of employment with the Company, not make, use, or permit to be used of any of the Company's property, except for the benefit of the Company. You shall be responsible for the safekeeping and return in good condition and order, of the Company's property, which may be in your use, custody or charge. The Employee acknowledges that the Company may seek return of the Company's property from the Employee at any juncture during the Employment Term; and in any event, the Employee shall be liable to return the Company property simultaneously with the termination of the employment with the Company.

#### **12. Data Protection:**

1. The Employee hereby confirms that the Employee consents to the Employee's personal data being collected, used, processed and held by the Company in its relevant manual and automated filing systems. In particular, the Company may gather personally identifiable information such as name, age, gender, photograph, telephone number, mailing address, including but not limited to permanent and current residential addresses, email address, bank account details, PAN, identification proof and address proof, other relevant financial information, information provided during and arising from background checks, etc. These are essential for your employment with the Company and is also required for the Company's standard HR-related processes. The Employee also consents to the processing and disclosure of such data internally, and, so far as is reasonably necessary, externally in pursuance of the performance of his/ her employment, for the purpose of enabling decisions to be made regarding his/ her employment, or for the purpose of any potential sale or transfer of any shares or business of the Company.
2. The Employee also consents to the Company: (a) processing and disclosing sensitive personal data internally and externally to professional advisers in confidence or to medical practitioners, including medical information for the purpose of assessing the Employee's ability to perform and continue in employment; and (b) for administration of

the Employee's employment with the Company, including processing of salaries, periodic updating of HR information of the employee, change in personal details of the employee, etc.

### **C. Employment – Termination and Post-Termination Obligations**

#### **13. Term and Termination:**

1. Unless a specified term has been stated herein, your employment with the Company will continue unless terminated in the manner provided in the sections below.
2. Termination for Cause: The Company may, immediately and without notice, terminate your employment for "Cause". "Cause" shall mean: (i) Employee's wilful disobedience of a lawful direction of the Company, which in the opinion of the Company is a material direction; (ii) the commission of a crime by the Employee involving moral turpitude or otherwise, theft, fraud or deceit, or conviction for any offence; (iii) intent to harm the Company – an act that has an adverse effect on the Company's reputation or business prospects; (iv) substantial or continued unwillingness or failure to perform duties as reasonably directed by the Company, including continued non-performance; (v) gross negligence or wilful negligence or deliberate misconduct or non-disclosure of any conflict of interest; (vi) violation of the Company's Policies as may be in effect from time to time; (vii) commission of any act which brings the Company into disrepute or which, in the opinion of the Company, is prejudicial to its interests; (viii) misappropriation of any property of the Company, or (x) any breach of terms and conditions of this Agreement, the Appointment Letter or the Non-Disclosure and Confidentiality Agreement or the Proprietary Information and Intellectual Property Agreement. Further, the Company holds the right to suspend the employment of the Employee without any notice period or termination charges, if it has reasonable ground to believe that the Employee is guilty of misconduct or negligence, or has committed any fundamental breach of this Agreement or the Non-Disclosure and Confidentiality Agreement or the Proprietary Information and Intellectual Property Agreement or is in material breach of any of the Company's Policies or has caused any sort of loss to the Company, during which time of suspension, the Employee shall not be entitled to remuneration of any nature from the Company.
3. Termination Other Than For Cause: The Company may terminate the employment by serving a prior written notice of 60 (sixty) days to terminate your employment with the Company. The Company may, at its discretion, decide to waive the notice period or a portion of the notice period and provide salary in lieu thereof, or require you to serve out your notice period or such portion thereof as it deems fit and necessary.
4. Resignation: If, for any reason, the Employee seeks to resign from his/her employment with the Company, the Employee shall be required to give the Company a prior written notice of 60 (sixty) days (unless a longer notice period is specified in the Appointment Letter, in which case, such longer notice period shall supersede that provided herein) or pay notice period amount in lieu thereof to the Company. Any pay in lieu of notice period by either the Employee or the Company shall be at the sole discretion of the Company.

5. 13.5 Sign-On Bonus on termination: If employee voluntarily terminates his/her employment before completion of twelve (12) months of employee's hire date or if the employment of the employee is terminated by Enquero for "Cause" before completion of twelve (12) months of employment with Enquero, employee agrees to repay full received Sign-On bonus amount to Enquero.
6. The termination of this employment for any reason whatsoever shall not release the Employee from any liabilities or obligations set forth in this Agreement for past actions of the Employee under this Agreement, or which provisions the Employee has expressly agreed shall survive any such termination. The Non-Disclosure and Confidentiality Agreement, and the Proprietary Information and Intellectual Property Agreement, shall expressly survive any termination of this Agreement.
7. As part of the termination process, the Employee shall undertake to fully cooperate with the Company in all matters relating to the winding up of pending work, projects, smooth transition and handover to other employees of the Company and for completion of any formalities as may be required by the Company at no additional cost(s) to the Company.

**14. Indemnity:** The Employee agrees to fully indemnify the Company (and other employees, directors, officers of the Company) against any losses, claims, costs, expenses, legal costs and expenses, fines, penalties, interests, damages incurred by the Company as a result of any act or omission on the part of the Employee during the performance of the employment with the Company, as well as for breach of any representations, covenants or undertakings of the Employee under this Agreement. The Employee acknowledges and accepts that the Company shall not be liable for any action undertaken by the Employee in the personal capacity of the Employee. The Employee further accepts that the Company shall not be liable for any action undertaken by the Employee beyond the scope of this Agreement.

**15. Non-Solicit:**

1. In consideration of the remuneration herein, the Employee agrees that during the employment of the Company and for a period of 12 (twelve) months from the date on which the employment of such Employee with the Company is terminated, the Employee will not, directly or indirectly, or through an affiliate or relative:
  - a. Disclose to any third party the names, backgrounds or qualifications of any employees of the Company or otherwise identify them as potential candidates for employment;
  - b. Solicit, render services to or for, or accept from, anyone who is then a client, customer or supplier of the Company or any subsidiary, any business of the type performed by the Company, or persuade or attempt in any manner to persuade any client, customer, supplier of the Company to cease to do business with, or to reduce the amount of business which any such client, customer or supplier has customarily done or is reasonably expected to do with the Company;



c. Solicit business of the Company or engage in any activity that would affect the business interests of the Company, including by any of solicitation of employees or customers;

d. Interfere or seek to interfere or take such steps as may interfere with the continuance of supplies to the Company or any subsidiary (or the terms relating to such supplies) from any suppliers who have been supplying goods or services to the Company or any subsidiary;

e. Interfere or seek to interfere or take such steps as may interfere with the continuance of sale by the Company or by any subsidiary (or the terms relating to such distribution) to the customers of the Company or any subsidiary; or

f. Persuade or attempt to persuade any employee of or exclusive consultant to the Company, to leave the employment of the Company or to become employed as an employee or retained as a consultant by any other person, firm, corporation or other form of entity.

2. The Employee acknowledges that no separate non-solicit fees is payable to the Employee. The Employee further acknowledges that the type and periods of restriction imposed in the provisions of the foregoing clause is fair and reasonable and is reasonably required in order to protect and maintain the legitimate business interests and the goodwill associated with the business of the Company.

3. The Employee undertakes that till the time he/she is employed with the Company, the Employee shall devote his/her knowledge, time and experience exclusively to the business of the Company and use his/her best efforts, skills and abilities to serve and promote the business of the Company and interest of the Company on a full-time basis. The Employee undertakes that he/she will not initiate or set-up or participate in or have any interest (including as an employee, consultant, partner, member, shareholder, lender, agent or representative or any executive or non-executive capacity) in any other business venture or entity (whether or not it is competing with the business of the Company); and any exceptions will require prior written approval of the Company (and the managing partner of the Company specifically).

16. **Verification:** Your employment shall be on condition of successful completion of your background verification, including but not limited to employment verification, solicited or unsolicited reference check on you, criminal/civil verification, police verification, educational verification, which the Company may choose to do with or without informing you. Further, the verification may also be periodic in nature, during the course of your employment with the Company. In the event if any of the verifications is negative, you may be asked for justification, in absence of which and at the discretion of the Company, your employment may be terminated. Further, if any declarations given or information furnished by you to the Company proves to be false, or if you have wilfully suppressed any material information, your employment will be liable to be terminated without any notice.

17. **Non-Disparagement:** The Employee shall not disparage (or make any communication or engage in any conduct that is or can reasonably be construed as

disparaging) the Company, or any of its directors, employees, shareholders, affiliates or group companies or related persons and entities in any way that could adversely affect the goodwill, reputation or business relationships of the Company or any of its directors, employees, partners, shareholders, affiliates or group companies or related persons and entities.

#### **D. Employment – Other Terms**

**18. Limitations on Authority:** Without the express written consent of the Company or unless the Employee is acting pursuant to authorisation specified in writing by the Company, the Employee shall have no apparent or implied authority to: (i) extend the credit of the Company; (ii) bind the Company under any contract, agreement, note, mortgage or other obligation; (iii) discharge any debt due to the Company unless the Company has received the full amount thereof; or (iv) sell, mortgage, transfer or otherwise dispose of any assets of the Company.

**19. Waiver:** A waiver by the Company of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver or estoppel of any subsequent breach by you. Any delay, failure or forbearance by the Company to exercise (in whole or in part) any right, power to remedy under, or in connection with this Agreement shall not operate as a waiver of such right, power or remedy.

**20. Assignment:** You agree that the Company may assign all its rights and/or obligations herein along with sale of all or part of its assets or business, or pursuant to a merger, acquisition or a change of control, or corporate restructuring or any other business transaction. This Agreement shall accrue to the benefit of, and may be enforced by, the Company, its successors and assigns and shall be binding upon you.

**21. Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by Applicable Law, then such provision shall be considered divisible and severable as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein. The Parties specifically acknowledge that in the event that any aspect of the commercial understanding reached between them in this Agreement is unenforceable, they shall take such alternative steps as are permissible under Applicable Laws, in order to legally implement such understanding.

**22. Remedies:** The Employee acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the business and interests of the Company and that any violation of these restrictions may cause substantial irreparable injury to the Company. The Company shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, injunctive relief, or any other remedy to secure specific performance of such covenants and prevent a breach or a threatened or contemplated breach. Unless prohibited by law, the Company shall have the right to retain any amounts otherwise payable by the Company to the Employee to satisfy any obligations of the Employee as a result of any breach of this Agreement.

**23. Employee's Representation:** The Employee hereby represents and warrants to the Company that: (i) he/she is not subject to/party to any covenants, agreements or restrictions, including, without limitation, any covenants, agreements or restrictions arising out of any prior employment or independent contractor relationships, which would be breached or violated by the Employee's execution of this Agreement or performance of the duties hereunder, and (ii) in the performance of his/her duties hereunder the Employee will not use any information (including, without limitation, confidential information and trade secrets) which the Employee is not legally and contractually free to disclose to the Company.

**24. Survival:** The provisions relating to confidentiality, intellectual property, indemnity, non-solicit, governing law/dispute resolution, notices, term and termination and this section and any other provisions, which typically survive any termination, shall survive the termination of your employment with the Company for any reason.

**25. Notices:** Any notices, requests, demands or other communication required or permitted to be given under this Agreement shall be written in English and shall be delivered by speed post or by email to the designated addresses of the Parties (and in the case of the Employee, the Company shall issue the notice/communication to the designated address as available under the Company's records). Any email notice/communication by the Employee to the Company shall also necessarily be addressed to [\[indiahr@enquero.com\]](mailto:indiahr@enquero.com). Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Section shall be deemed to have been given and received, (i) if sent by speed post with acknowledgement due, on the date on which received, as acknowledged by the postal agency; and (ii) if sent by e-mail, the day immediately after the date of transmission of the e-mail.

**26. Governing Law/Dispute Resolution:** The terms set out in this Agreement shall be construed with, and be governed by the laws of India. Any dispute or claim arising out of or relating to this Agreement shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 and the rules framed thereunder, which provisions are deemed to be incorporated by reference into this Agreement. A sole arbitrator shall be appointed by the Company, provided that such sole arbitrator has no financial interest with the business of the Company. All the proceedings of such arbitration shall be in the English language. The seat and venue of the arbitration shall be Bangalore, India, and the arbitration costs and expenses (other than respective legal expenses) shall be borne equally by the Company and the Employee. Subject to the arbitration clause herein, the courts in Bangalore, India, shall have exclusive jurisdiction of any disputes or claims relating to the Employee. Nothing contained herein shall be deemed to prevent the Company from seeking and obtaining injunctive and equitable relief from any court of competent jurisdiction.

**27. Counterparts:** This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

28. In return for the remuneration payable to you, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby represent, warrant, and covenant as follows:

- a. You have executed and delivered this Agreement as your free and voluntary act, after having determined that the provisions contained herein are of material benefit to you, and that the duties and obligations imposed on you hereunder are fair and reasonable and will not prevent you from earning a comparable livelihood following the termination of your employment with the Company; and
- b. You have read and fully understood the terms and conditions set forth herein, had time to reflect on and consider the benefits and consequences of getting employed in the Company, and had the opportunity to review the terms hereof with an attorney or other representative, if you had so chosen.

**Each of the aforementioned Parties has signed and executed this Agreement on the date first above written.**

For Enquero Global LLP

***Surbhi Gupta***

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**Title: AVP - Talent Acquisition**

☒ **Authorized Signatory Signature** [Surbhi Gupta](#) 7/10/2023 7:56 PM  
(checking the box above is equivalent to a handwritten signature)

For the **EMPLOYEE**:

I HAVE AGREED, UNDERSTOOD AND ACCEPTED THIS AGREEMENT, AND I FURTHER ACKNOWLEDGE ITS BINDING NATURE:

***Piyush Kumar***

☒ **Employee Signature** [Piyush Kumar](#) 7/11/2023 1:33 PM  
(checking the box above is equivalent to a handwritten signature)

**ENQUERO GLOBAL LLP** [www.enquero.com](http://www.enquero.com)

Regd. Office: 136, 2nd Cross, 6th Block, Koramangala, Bangalore, Karnataka 560095, India **LLPIN:**  
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