KLEVER
TECH SOLUTIONS

BUILDING A5
DUBAI DIGITAL PARK
DUBAI SILICON OASIS
DUBAI, UAE.

02-Feb-2025

Dear Ms. Ashvini Lakhani

We welcome you to be a part of Klever Tech Solutions, and congratulate you on you being appointed as '**Mobile Web Technical Lead**'. We have enclosed herewith the following Documents in duplicate to be signed by you and forwarded back to us within (7) Seven days from the date you receive the same. One copy of the below mentioned Documents may be retained by you for your records.

1. OFFER LETTER
2. TERMS OF APPOINTMENT. (SCHEDULE 'A').
3. PROPRIETORY INFORMATION AND NON-DISCLOSURE AGREEMENT. (SCHEDULE 'B').
4. PERSONAL DETAILS / TESTIMONIALS. (SCHEDULE 'C').

While forwarding the above said Documents to us we request you to enclose to Schedule 'C' and the Documents mentioned herein below for our records.

1. Copies of your Graduation/Under Graduation Certificates along with any Post Graduation Credentials /Certificates.
2. Passport details, together with a copy of the Passport.
3. Three (3) Passport size Photographs.
4. Relieving Letter from your Previous Employer.

The Company looks forward for a fruitful Association with you and we wish you the very best in your participation in the growth of the Company.
With sincere regards,

with sincere regards,
Hetal Patel
HR - Manager

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Dear Ms. Ashvini Lakhani

We would like to take this opportunity to extend an Offer of Employment to you "**Mobile Web Technical Lead**' with Klever Tech Solutions.

The terms and conditions of your Employment are enclosed to this letter at Schedule 'A', which forms a part and parcel of this letter. Over and above the said Terms and Conditions, it would be obligatory on your part to sign and execute Schedule 'B' with regard to Proprietary Information and Non Disclosure taking into Account the Nature of Position, which you will be holding in the Company. You are also required to fill in all Personal Details in Schedule 'C' and attach Testimonials in support thereof.

This letter together with Schedule 'A' to 'C' shall form a part of your employment terms. Please sign below indicating that you have read, understood and agree to the Terms and Conditions contained in Schedule 'A' and 'B'. You may retain a copy for your records and return the other duly signed not later than Seven (7) days from the date of receipt. If you have any concerns, please feel free to contact us.

We hope you will make valuable contributions to the company and look forward to a rewarding career with the Company.

with sincere regards,

Hetal Patel
HR - Manager

W: www.klever.ae E: sales@klever.ae T: 04 370 5067

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Ms. Ashvini Lakhani.
have read and understood, the contents of the Offer Letter and Schedule 'A' and Schedule 'B'. I hereby give my consent to be bound by the terms and conditions as enumerated at Schedule 'A' and 'B' and in acknowledgment thereof, have signed this OFFER LETTER.
Ms.Ashvini Lakhani,Signed by me, on this 03th Feb, 2025.

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1. Commencement of Employment: -
Your employment will commence as and from the 25th May, 2025.

2. Place of Posting and Assignment: -
Your Place of posting will be at WFH. However, the Company may transfer/shift you to any place of business of the Company and or its Subsidiaries, Affiliates as existing / being operated presently or acquired or proposed to be set up at a later stage in any part of the world at any time. You may also be deputed to work on any assignment/s that the Company may delegate to you from time to time.

3. Office Hours: -
The normal working hours would be governed by the Company & Location in which you are deputed

4. Probationary Period: -
You will initially be on probation for a period of Six(6) months from the date of commencement of employment, after which, your performance will be reviewed and if found satisfactory, your appointment will be confirmed in the Company on any additional terms and conditions. If your performance is found unsatisfactory, the probation period may be extended until the Company expressly confirms your employment. This probation period would be computed excluding any leave that you may take, for any reason, during the Six (6) months immediately following the date of commencement of employment.
During the period of probation, the company can terminate/determine your employment by giving you Thirty (30) days written Notice. On confirmation of your employment, any severance of relationship either from your side or from the Company's side could be effected by either party giving to the other, Thirty (30) days written Notice of their intention to severe the relationship of Employer-Employee. However, in the event of any Misconduct or on any Omission or Commission committed by you, which would prejudice and be detrimental to the interest of the Company, the Company is entitled to terminate your employment/Services with immediate effect with or without prior notice.

5. Duties: -
Your responsibilities and duties would be intimated to you from time to time.

6. Compensation and Allowances: -
The Total Gross Remuneration payable by the Company to you per annum is capped at **Rs.15,75,000/-** Rs. **Fifteen lakhs Seventy Five Thousand only** All payments towards Salary and any other emolum ents which you may be entitled to will be payable monthly by cheque by transfer from the company's Salary Account on or before 5th of every month.
Also, a review with regard to the compensation will be conducted at the end of the Twelve months from the date of your joining.

The details of the salary break up is furnished as Schedule 'C'

a) Tax
It is your responsibility to meet all requirements under the Indian tax laws including tax compliance and filing of personal tax returns in respect of all payments paid to you under this letter. Taxes on any payment made under this letter will be borne by you.

B) Time Sheet
You shall send a Soft copy of the time sheets duly approved and with the approval mail of your Supervisor on 1st day of every month to the appointed SPOC in Klever Tech Solutions (Would be intimated to you post joining)
Any delay in receiving the approved time sheets will result in a delay in payment of your salary

C) UN-AUTHORIZED ABSENCE:-
Any absence for 3 consecutive business days without prior permission will be treated as un-authorized absence from the work. In such a case, the Company is entitled to terminate the employment and/or seek compensation for any loss suffered by the Company or its Client due to such an absence.

7. Whole time service/employment:-
As your Services are being retained/engaged by the Company on a whole time basis, you shall not engage or associate yourself directly or indirectly in any manner, whatsoever, in any other Post or Work Part time or pursue any Course or Study without the prior written permission of the Company. You shall not directly or indirectly be connected with, concerned, employed or engaged in any other business or activities whatsoever, without the prior written permission of the Company nor will you be entitled to accept any Emoluments, Commission or Honoraria whatsoever on any account.

8. Company's Property: -
The Company's Assets includes Physical Assets and Proprietary Information such as Intellectual Property and Confidential Business Information. Protecting all these Assets is critical as their Loss would jeopardize the future of the Company. You are personally responsible for protecting the Company's Assets assigned to you and for helping to protect the Company's Assets in general. You shall be alert to any situation or incidence that could lead to loss, misuse or thefts of Company's Properties and reports all such situations to your Superiors.
You may also receive Company's Confidential Information in executing your responsibility as an Employee. You should protect such Information from disclosure to others within the Company as well as to the Outsiders. You should also ensure that any Confidential Information is not inadvertently disclosed by you.
You shall also return the Company's Properties immediately on relinquishment of your services failing which the cost of the same will be recovered from you by the Company, at the time of settlement of Accounts

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9. Supervision/ Control: -
You will take and accept instructions from your Superiors from time to time. You would be required to discharge your functions and duties in a manner not. detrimental to the interest of the Company.

10. Leaves and Holidays: -
You will be eligible to the following leave and holidays during a calendar year.

10A. you would be entitled to one paid leave for each full month of employment. Leave can be carried forward.
10B. during probation Period as mentioned in Schedule A (4), you would not be entitled for a paid leave.
10C. Public holidays, would be governed by the Company & Location in which you are deputed

11.Additions/Alterations: -
You shall, in addition to the general service conditions as specifically stated herein above, be governed by other Rules, Regulations, Practices, Systems, Procedures and Policies as are in force or may be added, altered, modified or omitted/deleted by the Company from time to time.

12.Notices: -
All notices, consents, requests or other communications made either by you or the company will be in writing and personally delivered or transmitted by registered or certified mail or courier or by facsimile, at the addresses indicated in this letter and at e-mail Ids to be notified to you from time to time.

13.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. No waiver shall be valid unless in writing and signed by an authorized officer of the Company

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14. Confidentiality: -

You shall not disclose, divulge or communicate in any manner, either directly or indirectly any confidential information of the company, trade secrets or know-how to any Person, Firm, Corporation, Association or other entity for any reason or purpose whatsoever. You shall observe and abide by all the terms of the Proprietary Information and Non Disclosure Agreement which forms part of this letter and which is attached as Schedule 'B', as if the same was set out hereunder, in verbatim. The Proprietary Information Agreement is co-terminus with this letter and breach of the Proprietary Information and Non Disclosure Agreement or any of its terms will be considered to be a breach of the terms of this offer, giving grounds for immediate termination from the employment of the Company.

15. Complete Agreement: -

The terms and conditions contained in this Document together with the Offer Letter along with the terms and conditions contained in the Proprietary Information and Non Disclosure Agreement (Schedule 'B') and the details furnished in Schedule 'B' shall be constituted as the Complete Agreement and the same shall be read and enforced together.

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16. TERMINATION BY EMPLOYER: -

The company may terminate the employment with or without cause under the following conditions:

With Cause: The Company may, immediately and without notice, terminate the EMPLOYEE from employment with "Cause". The term "Cause" shall, as used in this Document, mean (1) the commission of a crime involving moral turpitude, theft,

fraud or deceit; (2) conduct that has an adverse effect on the Company's reputation; (3) substantial or continued unwillingness or inability to perform duties assigned to the EMPLOYEE; (4) gross negligence or deliberate misconduct; (5) any material breach of terms and conditions specified in this letter; or (6) Un-authorized absence from work for a period of three or more consecutive days without due consent or notifying your superior officer.

Without Cause: In the event that the employment is terminated without Cause, the EMPLOYEE will be provided with a 15 days written notice prior to such termination or paid severance pay in lieu thereof equivalent to the consolidated compensation package for a period of 15 days, calculated on the basis of the last basic salary.

Your appointment is being made on the basis of the information and details given by you in your Resume. If, at any time any information or detail given by you is found to be incorrect or false, your services will be liable for termination without any notice, salary in lieu of notice or compensation.

Klever Tech Solutions

Devendra Patel
Director

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SCHEDULE 'B'

The following confirms certain terms of my employment with **Klever Tech Solutions**, (hereinafter referred to as "the Company") which is a material part of the consideration for my employment by the Company.

1. As used in this Agreement, "Klever Tech Solutions" and "Company" refer to Klever Tech Solutions. I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether I am employed by or work for Champs Tech Solutions Further more, I understand and agree that the terms of this Agreement will continue to apply to me even if I am transferred at some time from one subsidiary or affiliate of the Company to another.

2. I understand that the Company possesses and will possess Proprietary Information, which is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was developed, created or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's business." Proprietary Information" includes, but is not limited to, software programs and subroutines, source and object code, algorithms, trade secrets, designs, technology, know-how, processes, data, ideas, techniques, inventions (whether patentable or not), works of authorship, formulas, business and product development plans, customer lists, terms of compensation and performance levels of Company employees, and other information concerning the Company's actual or anticipated business, research or development, or which is received in confidence by or for the Company from any other person. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information.

3. I understand that the Company possesses or will possess "Company Documents and Materials" which are important to its business. For purpose of this Agreement, "Company Documents and Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents, media or items have been prepared by me or by others. "Company Documents and Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer list, computer disks, tapes or printout, sound recordings and other printed typewritten or handwritten documents, sample products, prototypes and models.

4. In consideration of my employment by the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:

a. All proprietary and all patents, patent rights, copyrights, trade secret rights, trademarks rights and other rights (including, without limitation, intellectual property rights) anywhere in the world in connection therewith shall be the sole property of the Company. I hereby assign to the Company any and all rights, title and interest I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust and will not use or disclose any Proprietary Information or anything relating to it without prior written consent of an officer of the Company, except as may be necessary in the ordinary course of performing my duties to the Company.

b. I agree to make and maintain adequate and current written records, in a form specified by the Company, of all inventions, trade secrets and works of authorship from the business premises of the Company or deliver any Company Documents and Materials to any person or entity outside the Company, except as I am required to do in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Company Documents and Materials, apparatus, equipment and other physical property, or any reproduction such property, excepting only (i) my personal copies of records relating to my compensation; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.

c. I will promptly disclose in writing to my immediate supervisor, or to such other person designated by the Company, all "Inventions", which includes, without limitation, all software programs or subroutines, source or object codes, algorithms, improvements, inventions, works of authorship, trade secrets, technology, designs, formulas ideas, processes, techniques, know-practice or developed by me, either alone or jointly with others, during the term of my employment.
I will also disclose to the President of the Company all inventions made, discovered, conceived, reduced to practice, or developed by me within six (6) months after the termination of my employment with the Company resulted, in whole or in part, from my prior employment by the Company. Such disclosures shall be received by the Company in confidence.

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5. I further confirm and declare that I shall not either during my employment or on my ceasing to be an employee of the Company, divulge, disclose, publish, reconstitute, disseminate, copy or make known all Proprietary Information made known to me during the course of my employment with the Company.

6. Not with standing the terms and conditions contained herein, I shall be bound by similar terms and conditions prevalent under law both in India and under various International treatises with regard to Proprietary Information and Non Disclosure of Information in course of a person's employment.

I, Ms.Ashvini Lakhani, do hereby declare that I have signed and executed this on the 03th Feb, 2025.

SCHEDULE "C"

Ms. Ashvini Lakhani, you are offered a gross salary of **Rs.15,75,000**/-PA{**Rs. Fifteen Lakhs Seventy Five Thousand only**}. Your Salary Break up is below.

Components	Amount (INR) p.a.
A. Basic Salary	6,72,525.00
B. Flexible Benifit Plan (FBO) **	8,22,150.00
C. Annual Gross Pay AGP (Anual Base Salary) (A+B)	14,94,675.00
D. Company's contribution to PF	80,325.00
Total Gross (C+D)	**15,75,000.00**

with sincere regards,

Devendra Patel
Director