

APPOINTMENT LETTER

05 Jun, 2025

Deoraj Gope

E Code: 007326

Designation: Associate - Tech

Address: Vill - Dahugutu,

PO - khunti

Jharkhand - 835210

Confidential

Dear Deoraj,

Congratulations! With reference to your application and subsequent interviews with us for a career in our organization. We are pleased to offer you employment opportunity with the growing family of JK Technosoft Limited ('JKTECH' or 'Company') starting from **02 Jun, 2025** (or such other date as may be communicated to you by the Company), Your designation will be **Associate - Tech** and Grade will be **G1**. You will be required to work at the Company's offices in **Bengaluru**. However, the location of your posting can be changed to any of our units/departments situated any wherein India or abroad depending on the business requirements. Your employment shall at all times be governed by the Employment Terms and the policies of JK Technosoft Limited as amended from time to time.

Please refer to below sections for more information on your Employment Terms:

- Annexure 1 - The general terms and conditions governing your employment are outlined in Annexure 1 .
- Annexure 2 - Provides details on the various compensation components and selected benefits that we offer you as a part of the JK Tech family.

You are required to treat this Appointment Letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys, and accountants, for seeking their advice) without our prior written consent. Your employment with the Company will be governed by the attached Terms of Employment. You are required to carefully read and understand these Terms of Employment as a part of accepting this Appointment Letter.

Your Sincerely,

For JK Technosoft Limited



Prateek Bhatnagar

Associate Vice President – Talent Management

Deoraj Gope

Acceptance

I have read and understood the contents of this Appointment Letter and exhibits here to (here in after '**Letter**') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other verbal/written understandings other than as detailed herein between me and JKTECH.

In token of your acceptance of this Appointment Letter, kindly sign this letter and all the pages enclosed in the Appointment Letter attached here to at the bottom of the right corner of each page and return the original signed copy to the Talent Management department.

Name: Deoraj Gope

Signature: *Deoraj Gope* -----

Place: Kolkata

Date: 11/06/2025

Annexure 1 – Employment Terms

Your appointment will be based on the following additional terms:

1. Background Checks (BGC): Upon your joining the Background Verification/Check would be conducted by Third Party Agency:

Your appointment and continued employment at JK Tech is conditional upon satisfactory reference & background checks including verification of your application materials, education, and employment history. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any non-compete obligations or other restrictive clauses with any previous employer). If any information furnished by you in your application for employment or during the selection process is found at any time during your employment to be incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services without notice or compensation.

2. Notice Period and Probationary Period:

2.1 It is understood and agreed by both parties that the first six (6) months of employment shall constitute a probationary period ("Probation Period"), during which either party may terminate this Agreement by providing sixty (60) days' written notice.

2.2 Post-Probation Period Termination: Upon successful completion of the Probation Period, this Agreement may be terminated by either party by providing ninety (90) days' written notice. Neither party is obligated to furnish any reason for termination.

2.3 Payment in Lieu of Notice: The Company reserves the right, at its sole discretion, to either pay or recover salary in lieu of the notice period or to relieve the Employee prior to the expiration of the notice period. In such instances, any payments or recoveries shall be made based on the Employee's basic salary. To clarify, if the notice period is waived, the Company reserves the right to recover the basic salary equivalent to the unserved notice period. In cases where the Employee absconds or fails to serve the notice period, the Company reserves the right to recover the salary corresponding to the unserved portion of the notice period, calculated based on the Employee's gross salary.

2.4 Reasons for termination:

An employee is liable to be terminated or dismissed from his services with immediate effect in the following situations:

Misconduct or disobedience of written instructions given by the reporting manager or higher management, unsatisfactory performance, misrepresentation or giving false statements about personal/professional background or suppression of relevant facts during the selection process or at the time of joining, Involvement in criminal offence, violation of the terms of employment and undertaking given at the time of joining/or thereafter, or violation of the service agreement, medically or mentally unfit, sexual harassment, abetting or inciting others to disobedience or misconduct, indulging in unprofessional activities, moral turpitude, theft of Company's (or Clients) proprietary data or information, unethical conduct, any substance abuse, not limited to drug, alcohol addiction, conflict of interests with company's business interests, three days of unapproved or uninformed absenteeism from duty would be treated as 'absconding' (and followed by termination as per policy), failure to adhere to any instructions or directions of the Company in the ordinary course of employment, including but not limited to, directions as to temporary or permanent postings, relocations or deputations at any business location of the Company.

2.5 Consequences of termination:

The Employee agrees that the Company may, and the Employee expressly authorizes the Company to, deduct from the Employee's payment any such outstanding expenses, which were or remain unpaid at the time of the termination of the Employee's employment. In case of termination within a specified period as referred under Annexure 2, the Company would be authorized to deduct the joining Bonus (if any), relocation expenses (if any), certification/ training expenses (if any) and any other bonuses incurred on the Employee, if any. Any provision or covenant of the Employment Terms, which expressly, or by its nature, impose obligations beyond the expiration or termination of the Employment Terms, shall survive such expiration or termination.

3. Separation process and return of Company assets:

Upon separation from the Company, you are required to promptly return all Company property, including but not limited to, correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, etc. and any other materials related to the Company's business. You must not make or retain copies of any such items. You will also return to the Company all the assets given to you for official and/or personal use as per the various policies/schemes applicable to you. Additionally, all assets provided to you for official and/or personal use, as part of your Compensation & Benefits package, must be returned in accordance with the relevant Company policies. Failure to return these assets in a time bound manner may result in the Company initiating legal proceedings, including filing a First Information Report (FIR) for theft, breach of trust, or other appropriate actions in the court of appropriate jurisdiction. You are also required to complete the Exit formalities including the signing of the 'No Dues' form on your last working day. Failure to sign the 'No Dues' form will render any subsequent claims regarding discrepancies in attendance, leave balance, notice period shortfall, or full and final settlement null and void. The full & final settlement process will be completed within 60 days (unless otherwise specified by the law) from the date of separation. In cases where you resign or are absent without notice for more than three consecutive days, the Company will consider this as absconding, and appropriate actions will be taken as per Company policy.

4. Exclusive employment commitment:

The Employee hereby agrees that during the term of their employment with the Company, they shall devote their full time, attention, and efforts to the duties and responsibilities assigned by the Company. The Employee shall not engage in any other employment, consulting, or advisory work, whether paid or unpaid, full-time or part-time, with any third party, without the prior express written consent of the Company. Any violation of this policy will be considered a breach of the terms of employment and may result in disciplinary action, up to and including termination for misconduct. The Employee acknowledges that failure to comply with this clause, or any involvement in activities that are deemed detrimental to the Company's interests, shall constitute grounds for immediate termination of employment without notice or severance, subject to applicable laws.

5. Directions, supervision and cooperation:

5.1 Employee agrees to adhere to all applicable policies, procedures and rules of the Company as amended from time to time and circulated, and the Employee is required to abide by the same. In case of being posted at client site, the employee agrees to abide and adhere to all applicable policies, procedures and rules of the client.

5.2 Legal Compliance: The Employee acknowledges that under Indian law, especially under the Indian Contract Act, 1872, post-employment restrictive covenants such as non-compete clauses may be considered void to the extent they restrain trade. However, the Employee agrees that the restrictions in this Non-Compete clause are tailored to be reasonable and enforceable under Indian law, aiming to protect the legitimate interests of the Company without imposing undue hardship on the Employee.

- 5.3 Confidentiality breach and irreparable harm to the Company:** The Employee acknowledges that any violation of this Non-Compete Clause could result in the misuse of the Company's confidential information and trade secrets, which could cause irreparable harm to the Company. The Employee agrees that the Company shall be entitled to seek injunctive relief, specific performance, and any other legal or equitable remedies available to protect its interests.
- 5.4 Duration and reasonableness of restriction:** The restrictions in this Non-Compete Clause shall apply for a period of six months following the Employee's termination or resignation. The Employee acknowledges and agrees that the restrictions contained in this Non-Compete Clause are reasonable in terms of scope, geography, and duration, and are necessary to protect the legitimate business interests of the Company, including the Company's goodwill, proprietary information, and client relationships, without unreasonably restricting the Employee's ability to earn a livelihood.
- 5.5 Specialized Training / Learning Opportunity:** If the Company provides you with specialized training, including but not limited to on-the-job training in technology, domain expertise, or process-related areas, you may be required to enter into a training bond agreement. This bond will stipulate a minimum period of continued employment with the Company, ensuring that both you and the Company mutually benefit from the investment in your professional development.

6. Confidentiality of Information, Privileges and Secrecy:

- 6.1** Confidentiality is a fundamental condition of your employment with the Company. As an Employee, you are prohibited from storing, possessing, using, or disclosing any confidential, personal, or sensitive information or data without proper authorization. This includes any information from previous employment with other organizations. Under no circumstances should you bring such information or data into the Company.
- 6.2** By accepting this employment, you expressly consent to the retention of your data in accordance with the Company's Data Retention Policy and applicable legal requirements. In the course of your duties, you may be entrusted with, or exposed to, confidential and trade secret information pertaining to the Company, its employees, customers, partners, or business associates. You are strictly prohibited from disclosing any such information, either directly or indirectly, at any time, in any form, to any unauthorized party or individual who is not entitled to access such information as per Company policy or Management's directives.
- 6.3** All employees on joining are required to sign a confidentiality cum non-disclosure agreement and noncomplete Agreement. In addition, whenever you are deputed to overseas offices you would be required to sign the following agreements:
- ☐ Undertaking for Onsite Assignment and Knowledge Transfer ☐
Overseas Employment Agreement (if applicable)
- 6.4** On discontinuation of your employment, the Employee will return to the Company, all documents and all other property pertaining to the Company or affairs of the Company or its client or any of its associates or branches, which may be in your possession, and will not retain any copy or extract there from. The Employee agrees to sign engagement specific non-disclosure/ confidentiality agreements, if so, required by certain clients of the Company. In case of any breach of confidentiality caused by the Employee, either during or after the termination of your employment with us, the Employee will be personally liable to our clients or third parties during the course of your employment, you may be given various rights and privileges as per the requirement of your role (including any specific privilege, right or access granted by the customer) to enable you to perform your tasks. These rights and privileges are meant to be used only for the purpose for which they are granted and intended to be used. You shall, under no circumstances, use such rights and privileges for your personal benefit/gain or with the intent of providing undue gain/benefit to others.

- 6.5** Your remuneration package has been determined based on a comprehensive assessment of various factors, including but not limited to your educational qualifications, relevant industry experience, and specific skill sets evaluated during the selection process. As a result, the compensation offered to you is unique and tailored to your individual profile. Consequently, any comparison of your remuneration with that of other employees, solely based on industry experience, may be inaccurate and misleading.
- 6.6** You are strictly required to maintain the confidentiality of your remuneration and terms of employment. You must not disclose or discuss these details with any other employee of the Company, except with your immediate supervisor or with TM/HR. This obligation extends throughout your employment with the Company.
- 6.7** Additionally, when assigned to work at a client site, you are expected to uphold the highest standards of confidentiality regarding your salary, allowances, and any other payments. You are expressly prohibited from discussing or disclosing these details to any client personnel. This is crucial for maintaining and fostering ethical business relationships with our clients.

7. Data Privacy and protection during Employment:

- 7.1** Your personal data collected and developed during the recruitment process will be processed in accordance with the Company's data privacy policies and regulations. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.
- 7.2** It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in the Company.
- 7.3** After you join Company, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the Company data privacy policies and regulations. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.
- 7.4** For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to Company, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.
- 7.5** As Company is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter. In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or Company policies/notice provided applicable at your overseas location.

8. Intellectual Property Rights:

Employee agrees and confirms that all Intellectual Property Rights in the Confidential Information shall at all times vest in and remain with or belong to Company and Employee shall have no right title or claim of any nature whatsoever in the Confidential Information. Employee shall promptly disclose to an authorized officer of Company all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with Company ("work made for hire"), including in the course of provision of services to the clients of Company and Employee hereby agrees and confirms that all such Intellectual Property Rights shall at all times vest in and remain vested in Company and agrees to transfer and assign to Company any interests Employee may have in such Intellectual Property Rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of Company, Employee shall execute from time to time, during or after the termination of his or her employment,

such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by Company to perfect the title of Company in the Intellectual Property Rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by Company, but Employee shall co-ordinate in filing and / or prosecuting any such applications. Employee hereby expressly waives any "artist's rights" or "moral rights", which Employee might otherwise have in such intellectual property rights.

9. Representations and Warranties:

- 9.1** The Employee hereby represents and warrants that all information, documents, and statements provided by the Employee for the purpose of employment with the Company, including but not limited to the resume, interview responses, educational certifications, and references, are true, complete, and accurate to the best of the Employee's knowledge.
- 9.2** The Employee further warrants that they are not subject to any non-compete, confidentiality, or other restrictive agreements, arrangements, or court orders that would prevent or restrict their ability to perform their duties with the Company or that would present a conflict of interest with their obligations under this employment agreement.
- 9.3** The Employee acknowledges and agrees that any false statement, misrepresentation, or omission of relevant information may constitute grounds for immediate termination of employment, and the Employee may be held liable for any damages or losses incurred by the Company as a result of such misrepresentation.

10. Code of Conduct and other governing policies:

- 10.1** As an employee of the Company, you are required to adhere to the Code of Conduct Policy, which outlines the standards of behavior and ethical conduct expected in various professional settings and circumstances. It is your responsibility to consistently comply with this Code, as well as all other Company policies, which may be amended or updated periodically. Should you encounter any issues, require clarification, or have grievances related to the Code of Conduct, you are expected to promptly bring them to the attention of the TM/HR Head.
- 10.2** Your employment is subject to the Company's rules, regulations, and service conditions, including but not limited to policies on attendance, leave, disciplinary actions, group medical insurance, and other procedures that are currently in force or may be implemented or revised from time to time. Compliance with these policies is mandatory throughout your tenure with the Company.

11. Indemnity:

Without prejudice to any other right available to the Company in law or under equity, the Employee hereby indemnifies and agrees to defend and hold harmless the Company their directors, officers and employees, from and against any and all losses, liabilities, damages, deficiencies, demands, claims, actions, judgments or causes of action, assessments, interest, penalties and other costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) (the "Losses") based upon, arising out of, or in relation to or otherwise in respect of:

- any act of neglect or willful misconduct in respect of any matter arising out of carrying out the duties assigned to the Employee; or
- breach of represent at ion or warranty; or
- any breach in respect of any matter arising out of carrying out the duties assigned to the Employee resulting in any successful claim by any third party against the Company

12. Retirement:

You shall retire from service upon reaching the age of sixty (60) years, effective from the last working day of the month in which your sixtieth birthday occurs. In cases of physical or mental incapacity, the Company reserves the right to consider early retirement, subject to applicable laws and regulations. The date of birth as recorded in the Company's official records, based on the documents you submitted at the time of your employment, shall be deemed final for determining your retirement age.

13. Retirals:

In addition to your compensation and benefits, you will be entitled to gratuity in accordance with the provisions of the Payment of Gratuity Act, 1972, upon the completion of five continuous years of service with the Company. The gratuity amount will be calculated based on your last drawn salary and other relevant factors as stipulated by the Act.

14. Notices:

Any notice or other communication required to be sent under this Agreement by the Employer shall be sent or delivered to the last recorded address or personal email ID as per the Company's records. You are required to promptly update your residential address, correspondence address, personal email ID, and contact phone numbers on the designated company portal or inform your TM/HR representative in writing. Failure to do so

will result in any notice or communication sent to your last recorded address or personal email ID being deemed as duly served. Additionally, any notice served via email to your last recorded personal email ID shall be considered equivalent to physical delivery. For the purpose of any legal proceedings, the address and email ID recorded in the Company's records at the time of notice shall be considered accurate.

15. Force Majeure:

15.1 Neither Party shall be held liable for any delay or failure in performing its obligations under this Agreement if such delay or failure is due to an event or circumstance beyond the reasonable control of the affected Party, including but not limited to, acts of God, natural disasters, strikes, lockouts, industrial disputes, civil unrest, acts of terrorism, acts of war, governmental actions, compliance with any law or governmental order, rule, regulation or direction, or any other cause, whether similar or dissimilar, that could not have been reasonably anticipated or avoided by the affected Party.

15.2 The affected Party shall promptly notify the other Party in writing, specifying the nature and extent of the Force Majeure event and its anticipated impact on the performance of its obligations under this Agreement. Both Parties shall use all reasonable endeavors to mitigate the effects of any Force Majeure event.

16. Undertaking on non-criminality and affiliation declaration:

This offer of employment is contingent upon your representation and warranty that, as of the date of this offer, you are not subject to any criminal charges in India or elsewhere, nor have you been convicted of any criminal offenses by any court of law globally. You further represent and warrant that you are not, and have not been, a member of any banned organization(s) or associated in any capacity with any organization(s) or association(s) engaged in activities that are detrimental to any government, nation, society, or community. This assurance is made in good faith and is a prerequisite for your employment with us.

17. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that any legal action, suit, or proceeding arising out of or in connection with this Agreement shall be brought

JK Technosoft Ltd. | F-3, Sector-3, Noida - 201301, India | Tel: 0120-4606300 | Fax: +91 120 4606277

Web: www.jktech.com CIN NO: U64202UP1988PLC209717

Registered Office: F-3, Sector-3, Noida-201301, Uttar Pradesh, India

Deoraj Gope

exclusively in the courts located at the place of your joining. By entering into this Agreement, the Employee and the Company irrevocably submit to the exclusive jurisdiction of such courts.



ANNEXURE 2

Annual compensation structure as per the Company guidelines are:

EARNINGS (PART - A)	MONTHLY (INR)	YEARLY (INR)
Basic	32,500.00	3,90,000.00
HRA	19,500.00	2,34,000.00
Software Allowance	38,159.00	4,57,909.00
Travel Reimbursement (LTA)	2,707.00	32,487.00
Meal	3,000.00	36,000.00
Books & Periodicals	2,000.00	24,000.00
Car Fuel and Maintenance reimbursement	1,800.00	21,600.00
Driver	900.00	10,800.00
Telephone Reimbursement	3,000.00	36,000.00
Group Mediclaim Insurance Premium	867.00	10,404.00
SUB-TOTAL (A)	1,04,433.00	12,53,200.00
BENEFITS AND CONTRIBUTIONS (PART - B)		
PF - Employer	3,900.00	46,800.00
SUB-TOTAL (B)	3,900.00	46,800.00
TOTAL SALARY (A + B)	1,08,333.00	13,00,000.00
BONUSES (PART - C)		AMOUNT
Retention Bonus		2,00,000.00

SUB-TOTAL (C)		2,00,000.00
TOTAL (A + B + C)		15,00,000.00

**PF (Employee's Contribution) shall be deducted from Employee's Basic Salary, as per the PF Act, which will be reflected in Monthly Pay Slips*

Retention Bonus - In addition to the aforesaid salary, we are offering you one-time retention bonus of Rs. 200000/-. As per the JK Tech Retention Bonus policy, the amount will be paid to you on the completion of 24 months with JK Tech

*** Statutory Bonus** – will be applicable as per Labour Laws

**** Flexi pay** – It is a basket of various allowances / tax saving components. These components are eligible for exemptions as per the prescribed Income Tax rules applicable and you shall be subject to tax for the portion of the allowances that is not exempt. The non-taxable benefits availed are subject to submission of proofs. If the proofs / bills will not be submitted then, following components would be released in the monthly salary as taxable component.

- Meal Vouchers
- Books and Periodicals reimbursement
- Telephone Reimbursement
- Car Fuel and Maintenance reimbursement □ Driver reimbursement
- LTA reimbursement

***** Retirals:** It includes:

- Company contribution to PF
- ESIC (if applicable)
- Gratuity – over and above Salary

****** Variable Pay:**

- The payment of the variable component shall be governed by the Company's prevailing policies and guidelines, which are subject to revision at the Company's sole discretion. Any changes to these policies or guidelines will be communicated and implemented as deemed appropriate by the Company, and the payment of the variable component shall reflect such changes.

Benefits:

As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

- *******Group Medical Insurance** – In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. This will be part of your CTC. This will reflect as Group Medclaim Insurance on Annexure 1. The premium depends on the number of family members selected for the benefit. The premium amount may change year on year subject to renewal terms with service provider.

Total Sum Insured- INR 500,000

- **Group Term Life Insurance** – You shall also be covered under the Group Term Life Insurance Policy held by the Company. **Total Sum Insured- INR 1,000,000.**
- **Paid Time off / Leaves** – You will be eligible for **24** leaves (14 Earned leaves and 10 Casual leaves) as determined by the Company's Leave Policy which is subject to change from time to time
- **Public Holidays** – as applicable for the calendar year.

Acceptance

I have read and understood the contents of this Appointment Letter and Exhibits hereto (hereinafter '**Letter**') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other verbal/written understandings other than as detailed herein between me and JKTECH.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: Deoraj Gope

Signature: Deoraj Gope

Place: Kolkata

Date: 11/06/2025