



Flick2Know Technologies Pvt. Ltd.

241-242, Tower B3, Spaze IT Park,

Sector 49, Sohna

Road, Gurgaon

(Haryana) - 122018

NON-DISCLOSURE CUM NON-COMPETITION AGREEMENT

THIS AGREEMENT (the "**Agreement**") is executed on this, **15-September-2022** (hereinafter referred to as the "EFFECTIVE DATE") at New Delhi.

BY AND BETWEEN

FLICK2KNOW TECHNOLOGIES PVT. LTD., (CIN: U72900DL2010PTC207087)a Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 8, Lower Ground Floor Kailash Hills New Delhi 110065 and communication office at Unit no 241-242, 2nd Floor, Tower B3, Spaze IT Park, Sector-49, Sohna Road, Gurgaon, hereinafter referred to as "**Disclosing Party**", which expression shall include its successors, assigns, administrators, liquidators and receivers, wherever the context of the expression / meaning shall so require or permits assigns. Through its authorized signatory, Mr. Divir Tiwari of the First Part.

AND

Mohd Rihan Khan S/D/o Munsuf Ali, R/o, Vill - Beelna, Post - Naugawan Sadat, Dist - Amroha U.P Pin - 244251 and currently residing at **Hans Enclave Masjid wali gali rajiv chowk Gurgaon Haryana** hereinafter referred to as the "**Receiving Party**", appointed by the Disclosing Party.

The Receiving Party hereto appointed as Designation **SDE-1** the Disclosing Party on a regular basis as an employee in addition to the terms and conditions agreed under the appointment letter. During the employment period, Disclosing Party will share certain proprietary and highly confidential information with the Receiving Party. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the terms and conditions set forth below:



IT IS HEREBY AGREED BETWEEN THE PARTIES AND DECLARED AS FOLLOWS:

- A. That the headings/captions in this Agreement are given for easy reading and convenience and are of indicative nature only and do not purport to define limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various Clauses in the Agreement as a whole and not in isolation or in parts or in terms of the captions provided.
- B. Where the context so requires, word imparting the singular noun only also includes the plural and vice versa. Any reference to masculine gender shall whenever require include feminine gender and vice versa.
- C. The Receiving Party will maintain the agreed level / extent of service described herein, in reliable, efficient and satisfactory way pursuant to the said appointment letter, rules & regulations of Disclosing Party and the terms of this Agreement.
- D. That during the association with the Disclosing Party, the Receiving Party will have access to information and data, which is confidential and proprietary in nature. Such Information and data are the sole property of the Disclosing Party, and the Receiving Party acknowledge and accept that the Receiving Party have no right whatsoever on the same. Flick2know Technologies Pvt. Ltd. has adopted a policy to avoid conflict between personal interest of the Receiving Party and that of the Disclosing Party.
- E. That the Receiving Party shall inform the Disclosing Party in writing of any apparent conflict between the work at Disclosing Party, and any obligations that the Receiving Party may have to preserve the confidentiality of the former employer's proprietary information or materials. The Receiving Party also specifically represent that, the Receiving Party have not brought to the Disclosing Party (and will not bring to the Company) any materials or documents from a former employer, or any confidential information or property from a former employer. The Receiving Party are required to list all -such obligations, if any, as of date, in space provided at the end of this document. If nothing is listed, Disclosing Party will conclude that no conflict exists.



- F. That as a matter of record and in order to assist Disclosing Party in determining the rights to any discoveries and inventions in connection with Receiving Party, are required to list in the space provided at the end of this document, all inventions, copyrighted material, patents and patent applications which Receiving Party own or have any interest in and which were conceived of, or first reduced to practice, prior to association with Disclosing Party, all of which shall remain the property of Receiving Party. If nothing is listed, Disclosing Party may conclusively assume that Receiving Party claim no interest in any inventions, copyrighted material, patents or patent applications after that.
- G. If Receiving Party (either alone or with others) conceive of / invent / discover / improve on any new or advanced or current methods of improving processes / formulae / systems in relation to the operation of the Disclosing Party or its affiliates or customers, such developments, discoveries or inventions will be fully communicated to Disclosing Party and will be and remain the sole right/property of the Disclosing Party. The Receiving Party would not be entitled to claim any rights, title or interest therein, including moral rights. The Receiving Party shall also assist the Disclosing Party in its endeavor to register such invention, discovery, process, formulae under any of the “Intellectual Property Right Acts”.

THE AGREED TERMS OF THE AGREEMENT BETWEEN THE PARTIES ARE AS FOLLOWS: -

1. Definition of Confidential Information

For the purposes of this Agreement, “**Confidential Information**” shall mean any nonpublic information that the Company i.e. Disclosing Party specifically marks and designates, either orally or in writing, as confidential or any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives. whenever and however disclosed, including, but not limited to:

1. any information relating to appointment process, personal information relating to any employee/consultants, vendors, technical information, invention, design, process, formula, improvement, technology or method;



2. any passwords, concepts, reports, data, know-how, works-in-progress, designs, specifications, computer software, source code, object code, flow charts, databases of any nature, inventions, information and trade secrets;
3. any other information that should reasonably be recognized as confidential information of the Disclosing Party; and
4. any information generated by the Receiving Party that contains, reflects, or is derived from any of the foregoing.
5. Data collected and compiled in any form especially for a task that being undertaken with respect the Disclosing Party either directly or indirectly;
6. Any commercial or non-commercial information in relation to planning to introduce any new software or other information, clients visit or client information or Client of software to be in pipeline but has not been disclosed by the Disclosing Party in any public forum or at public platform.
7. Any survey/research/information/class of information done for and on behalf of the Disclosing Party for the benefits of the Disclosing Party.
8. Any services or information relating to digital marketing, sponsors, Strategy;
9. Any financial information of the Disclosing part;
10. Any documents / formats / SPO's / inventory / assets etc. especially designed/formed/part of the Disclosing party

Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

2. **Disclosure of Confidential Information**

From time to time, the Disclosing Party will disclose Confidential Information to the Receiving Party or the Receiving Party may come in possession of any information and other details while working with/for the Disclosing Party. The Receiving Party will:

1. limit disclosure of any Confidential Information to himself only;



2. bound by the written or oral confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by himself or by its Representatives that are inconsistent with its obligations under this Agreement;
3. take all security precautions, which shall in any event be as great as the precautions, it takes to protect its own confidential information;
4. not disclose any Confidential Information received by him to any third parties.

None of the information be disclosed to any person or use for any purpose other than those permitted in writing by the Disclosing Party, either directly or indirectly, the Confidential Information obtained by the Receiving Party from the Disclosing Party.

3. **Use of Confidential Information.**

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the name of Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party only and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. **Compelled Disclosure of Confidential Information**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, regulatory request subject to the taking prior written approval from the Disclosing Party and the Disclosing Party will decide on the same. The Receiving Party agrees that it shall not oppose and shall cooperate with the efforts taken by the Disclosing Party with respect to any such request for a protective order or other relief. A copy of any such request/order/direction be provided to the Disclosing Party by the receiving party.

5. **Return of Confidential Information**

Whereas the Receiving Party upon termination or expiry of Agreement, shall immediately return, handover and redeliver to Disclosing Party all tangible material



embodying any Confidential Information provided hereunder and all data, details of client, notes, summaries, memoranda, drawings, arts, designs, manuals, records, excerpts or derivative information deriving therefrom, and all other documents, passwords or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, art, 2D OR 3D designs/images, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval.

6. **Non-competition:**

Whereas the Receiving Party during the currency of this Agreement or upon termination or expiry of Agreement, shall not do the following:

- a. prohibited from revealing any confidential, proprietary information, trade secrets, business plan of the Disclosing Party to any competitors or other outsiders;
- b. prohibited to use any confidential, proprietary information, trade secrets, business plan of the Disclosing Party for themselves or for development of their own business in competition with Disclosing Party;
- c. Prohibited to seek any direct or indirect association, either for yourself or for your firm or organization to seek any employment/contract/assignment with associates or Clients or Competitors of the Disclosing Party; they are namely as follows: Ivy Mobility, Mobisy (Bizom), Accenture (Newspage), BeatRoute, Applicate etc.
- d. Prohibited to engage in any activity that is in conflict with business interest of the Disclosing Party;
- e. Prohibited to use for gain any information, contacts, relationships, or business opportunities that you become aware of during your service/association with the Disclosing Party;
- f. During the Association with the Disclosing Party and for a period of at least two years after the date of termination or otherwise, the Receiving Party shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is



competitor to the business of the Disclosing Party nor engage in any activity that conflicts with the Receiving Party's obligations to the Disclosing Party;

This Confidential information shall be applicable for the entire life whereas clause in relation to competitors shall be applicable and be operational for the 02 years with any modification or change.

7. **NON-SOLICITATION:**

During the term of this Agreement or for a period of two (02) years thereafter, the party Receiving Party shall not do the following either for yourself or for any person, firm or organization either directly or indirectly:

- a. shall not solicit, endeavor to solicit, influence or attempt to influence any client, customer or other Person directly or indirectly to direct his or its purchase of the Company's product and/or services to himself or any Person in competition with the business of the Disclosing Party;_
- b. shall not solicit or attempt to influence any person employed or engaged by the Disclosing Party (whether as an employee, consultant, advisor or in any other manner) to terminate or otherwise cease such employment or engagement with the Disclosing Party or become the employee of or directly or indirectly offer services in any form or manner to himself or any Person who is a competitor of the Disclosing Party._

This clause is applicable even when, the Receiving Party came into contact during the performance of this Agreement or otherwise, whether for the purpose of engaging such persons/entity as an employee, consultant, agent or other independent contractor or otherwise unless the prior written consent has been obtained.

8. **Notice of Breach**

Whereas it is agreed between the parties that without affecting any rights of the Disclosing Party under the law, in case any suspicion or doubt regarding any unauthorized use of confidential information or acting against the competition clause agreed above by the Receiving Party then the same shall immediately be stopped and the Receiving Party shall cooperate with all the efforts to help the Disclosing Party to regain



the possession of Confidential Information and prevent its further unauthorized use. If, the same is not complied then it will amounts to breach of the obligation on the part of the Receiving Party and the Disclosing Party is free to take any appropriate legal action against the Receiving Party in accordance with law and the Receiving Party shall indemnify the losses occurred to the Disclosing Party due to the any act of the Receiving Party, by breach of terms of the Agreement.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed duly served upon receipt, when delivered personally or by a delivery service, or Forty Eight hours after being deposited in the mail or registered mail with postage prepaid, speed post if such notice is addressed to the Party to be notified at such Party's address as set forth in this Agreement or as subsequently modified by written notice.

It is further agreed between the parties that any change in registered or mailing address of any of the Receiving Party will be provided to the other within 07 days from the date of change.

9. REPRESENTATIONS AND WARRANTIES:

No warranties are made by Disclosing Party under this Agreement whatsoever. The parties acknowledge that although they shall endeavor to include in the Confidential Information all information that they believe to be relevant for the purpose of the evaluation of a Transaction. Further, Disclosing Part is not under any obligation to disclose any Confidential Information it chooses not to disclose.

The Receiving Party shall not engage in any activity that is in conflict with the Company's business interests.

The Receiving Party shall not Seek / accept employment / consultancy contract/assignment with Customers and Prospective Customers of the company (Prospective Customers shall mean and include all parties with whom Flick2know Technologies Pvt. Ltd. has been negotiating with in the past twelve months).The Disclosing Party and the Receiving Party acknowledge and agree that the above restrictions are considered reasonable for the legitimate protection of the business and goodwill of the Disclosing Party, but in the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such



words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Agreement and be enforceable.

Notwithstanding the limitation of this provision by any law for the time being in force, the parties undertake to, at all times, observe and be bound by the spirit of this Agreement and any all documents which has been signed or read by the Receiving Party. Provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which the restrictions contained in this Agreement were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. The Receiving Party acknowledges and agrees that the covenants and obligations with respect to non-compete and non-solicitation as set forth above relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause irreparable loss and damage to the Disclosing Party. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Receiving Party from committing any violation of the covenants and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Disclosing Party may have at law or in equity.

10. The Receiving Party shall defend, indemnify and hold harmless the Disclosing Party and its officers, directors, employees, Clients, agents and other affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including Legal consultation and litigation cost and related disbursements) incurred by reason of any failure on the part of the Receiving Party to perform as per the Agreement without objection.
11. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
12. That it is undertaken by the Receiving party that at any stage even after the removal, expiry or termination of the Receiving party then the Receiving party will not disclose or use all such confidential information or trade secrets with any competitor of the Disclosing Party or any other party doing business in the same field or even otherwise.



13. That the both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information and by joining of the competitor would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief, preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs, fees and expenses, including Counsel's fees, incurred in obtaining any such relief. _
14. All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Disclosing Party. By disclosing the information to the Recipient, the Disclosing Party does not grant any express or implied right to the Recipient.
15. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of applicable to contracts made and to be wholly performed, without giving effect to any conflict of laws, provisions thereof.
16. That although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
17. This Agreement is personal in nature and Receiving party will not directly or indirectly assign or transfer any information by operation of law or otherwise without the prior written consent of the Disclosing party. All obligations contained in this Agreement shall extend to and be binding upon the Receiving party to this Agreement even after the termination or expiry of the Agreement for infinite period._
18. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event



the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

19. The Receiving Party acknowledges that the Disclosing Party would be irreparably injured by a violation of any terms agreed herein. That the Company shall be entitled to an injunction restraining the Receiving Party from any actual or threatened breach of the same or to any other appropriate equitable remedy even without any bond or other security being required.

20. That in the event of any dispute arising whosoever in connection with the interpretation or implementation or purported termination of this Agreement, the Parties shall attempt in the first instance to resolve such dispute amicably, which cannot be settled by mutual discussion within **60** days of the date such dispute or difference arose, shall be referred to arbitration. The Arbitration shall be referred to the Sole Arbitrator, be appointed by the Disclosing Party. The expenses in relation to the arbitration proceeding be shared equally between the parties. The Arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996 as amended or re-acted from time to time. The place for such arbitration shall be at New Delhi._

21. The Delhi High Court and Court in Delhi subordinate to it, alone shall have exclusive jurisdiction in all matters arising out of, touching and / or concerning this transaction.

This **AGREEMENT** containing total 8 pages and shall be executed by both the Parties at New Delhi, in the presence of two (2) witnesses. **Both the parties shall put their respective signatures on each of the page.** The original copy of the Agreement shall be with the Disclosing Party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THE DAY, MONTH AND YEAR WRITTEN ABOVE.

Disclosing Party (Sign)

Flick2know Technologies Pvt. Ltd.

Witness No. (1)

Receiving Party(Sign)



Divir Tiwari

Director

Witness No. (2)

Mohd Rihan Khan

Ruchi Jha

Sr. HR

Flick2KnowTechnologies Pvt. Ltd.

241-242, Tower B3, Spaze IT Park,

Sector 49, Sohna

Road, Gurgaon

(Haryana) - 122018

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AGREEMENT CUM INDEMNITY BOND

This Agreement Cum Indemnity Bond (hereinafter referred as the “**AGREEMENT**”) is made and entered into on this 15-September-2022, at Gurugram, Haryana

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BY AND BETWEEN

Flick2know Technologies Pvt. Ltd., a Company registered under the Companies Act, 1956/2013 having its Registered Office at New Delhi hereinafter referred to as “**Company**” (which expression shall include its successors, assigns, administrators, liquidators and receivers wherever the context of meaning shall so require or permits assign).

AND



Mohd Rihan Khan S/D/of Munsuf Ali, R/o, Vill - Beelna, Post - Naugawan Sadat, Dist - Amroha U.P Pin – 244251 and currently residing at Hans Enclave Masjid wali gali rajiv chowk Gurgaon Haryana hereinafter referred to as hereinafter referred to as the “**Employee**”.

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

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The Company is engaged in the business inter alia of software development, develop, provide, undertake, design, distribute and deal in systems and software applications required for information, communication and internet ecosystem and other relevant solutions in all areas of applications including emerging segments and technologies.

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WHEREAS it is agreed between the parties that the Employee must faithfully and diligently perform his duties and use his best endeavors to promote the best interests of the Company and refrain from doing any act or thing, which will and/or may adversely affect the present or future interests of the Company. The Employee is under obligation to obey all reasonable and lawful directions of the Company, or its Management and Employee shall and must observe and comply with the all the Rules expressed and implied from time to time by the Company to ensure the effective and safe operations of the business of the Company.

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NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH BELOW, IT IS HEREBY COVENANTED AND AGREED BY THE COMPANY AND THE EMPLOYEE AS FOLLOWS:

1. That the headings/captions in this Agreement are given for easy reading and convenience and are of indicative nature only and do not purport to define limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various Clauses in the Agreement as a whole and not in isolation or in parts or in terms of the captions provided.
2. Where the context so requires, word imparting the singular noun only also includes the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
3. The Company employs the Employee as its **SDE-1** and the Employee agrees to serve in such capacity, for the period beginning from **15-September-2022**, and ending on the date



on which the Employee's employment is terminated/resigned in accordance with clauses of earlier agreement/letter signed and the present Agreement i.e. Agreement Cum Indemnity Letter.

4. The Employee agrees that during the employment period Employees shall devote his full time to the business affairs of the Company and shall perform his/her duties faithfully and efficiently and same be regulated by the directions and guidelines issued from time to time by the Company. During the course of the service, you may be posted anywhere in India to serve any of the Company's Projects at the sole discretion of the Management.
5. The Employee shall be on **Probation Period of 06 (Six) months** from the date of joining. This probationary period may be extended for another 06 (Six) months at the discretion of the Company, if felt necessary to do so. Depending upon the satisfactory performance of the Employee in the opinion of the Company including the Employee's ability or attitude/behavior or work performance, during the probation period, the employment of the employee be confirmed in writing on the successful completion of the probation period. The decision of the Company would be final in this regard. In the event of Employee's rare intent to depart from the services of this Company, Employee would be strictly required to give 15 (Fifteen) days prior written notice otherwise Employee will be supposed to pay the basic salary of 15 (Fifteen) days to the Company as compensation for sudden loss to the Company. For the termination during the probation period due non-satisfaction and for any other reasons, the Company is neither bound to serve any notice period nor bound to compensate, as stated above.
6. Whereas the Employee will not accept any gift, present, commission or any sort of gratification in cash or kind from any person, party or firm or company having dealing with the Company and if Employee are offered any such things mentioned above, Employee should immediately report the same and bring to the due notice of the Management without any delay.
7. Whereas the Employee will devote the whole time and attention during the business hours as an Employee of the Company. It is agreed between the parties that during the period of his employment under this Agreement, the Employee shall not be employed by or otherwise engage i.e. dual in or be interested in any other business in competition with the Company, or with any other business activity which may reasonably be considered



likely to be in competition or adverse to the usual business activities of the Company, whether for gain or not.

8. It is agreed between the parties that during the course of association with Company, Employee shall have access to information relating to the Company (and its business and products), which have commercial and strategic value and similarly Employee will aware numerous Confidential Information including trade secrets, proprietary techniques, know-how, discoveries, inventions, marketing information, business strategies, information regarding customers and suppliers, and any other information, which may be useful to Company and which is generally not available to the public. These information and materials may be either in oral, written, magnetic, photographic, optical or any other information and the same be now in existence or be created during the period of association with the Company. And all such information during and after the employment period, the Employee shall not divulge or appropriate to his own use or to the use of others, in competition with the Company, obtained by him in any way while he was employed by the Company.
9. It is undertaken by the employee that the Employee is required to maintain utmost secrecy in respect of any of Company technical or other important information which will come into the possession of the Employee during the continuance of the service with the Company and the same confidential technique, thing and/or information shall not be disclosed, divulged or made public by the Employee even thereafter. In case the Company found so, the Company is free to take any appropriate action against the employee including but not limiting to the remedies available under the law before appropriate Courts of law, both Civil as well as Criminal.
10. Whereas if at any time the Employee violates to a material extent any of the covenants or agreements set forth herein and earlier agreement, the Company shall have the right to terminate all of its obligations to make further payments under this Agreement. The Employee acknowledges that the Company would be irreparably injured by a violation of clause 8 or 9 and agrees that the Company shall be entitled to an injunction restraining the Employee from any actual or threatened breach of the same or to any other appropriate equitable remedy even without any bond or other security being required.
11. That the Employee's employment under this Agreement shall be for an unspecified term on an "at will" basis. Provided the Employee is bound and agreed to this Agreement that he will not leave or join any other Firm/Company competitive to the present Company



either directly or indirectly and will also not open his own entity in any form for minimum period of two years from the date of termination/ resignation with this present Company.

12. That, this Agreement witnesses that Employee shall keep the Company indemnified against all loss's charges, expenses and compensation which Company may incur, in case the above statement proved to be false or incorrect and, in that case, Company will have absolute right to take appropriate action against Employee in accordance with law.
13. That Employee further undertake that he shall keep the Company Indemnified against any losses or expenses incurred by the Company for any harm or nuisance created by him. He further undertakes to pay litigation charges to the Company, in case of any dispute arose in future and the same shall irrespective of the fact whether any costs are granted by court or not.
14. That the employee stated the above facts and executed this Agreement without any undue influence, force, coercion and force or favour and as per the terms of his earlier agreement/letter. He even understands the whole content of this Agreement in vernacular language.
15. Employees must ensure that the safety and health of others team mates or clients are not endangered by any misuse. Employee should not perform any act or omission that is likely to have a detrimental effect on work performance of yours or others. Accordingly, Employee should not be under the influence of alcohol or other substances while at work or at work functions. Passive smoking can impact on others, the community and create a poor image of the Flick2Know, which does not promote or encourage smoking. Smoking is not permitted in office.
16. All products, computer programs, material in written or other format, discoveries, inventions and improvements in relation to such matters, together with all copyright and intellectual property created, authored, discovered, developed or produced by the You for the purpose of, or in the course of, the employment will remain the property of the Flick2know and will not be used by the You other than for the purpose of Shire business. Unless otherwise agreed, the Flick2Know retains the copyright of work produced by you during your employment with the company.



17. If the employee decides to leave the organization by resigning his/her position, then he/she should give the written resignation letter with the **notice period of 60 days** after the resignation (from the date of acceptance by the management). Enforcing the option of the notice period is entirely up to the management i.e. the Company is not bound to serve any notice period.
 18. Notice period is purely a working period so leaves during NP are to be approved by manager before being availed else will be treated as Absent Without Leave and NP will be extended proportionately.
 19. During the Notice period the employee should prepare the handover documents which give the complete detail on the activities handled by the employee. The handover document should be given to management and the immediate manager (in-charge). On satisfactory completion of handover / notice period, the relieving letter & full and final settlement (Within 30 days from relieving date) if any, will be given to the employee by the management. Further, full and final settlement of accounts be done only receipt of all the details mentioned as per handover documents alongwith NOC from all the concerned departments.
 20. The employee agrees and acknowledge that he/she may be posted/transferred to any location in India either for a temporary or permanent period, in the future, as may be required for the Company's business. Refusal to re-locate could be regarded as misconduct for the purposes of this agreement and the internal policies of the Company.
 21. When two parties are romantically involved and the relationship itself Conflict with the workplace, employer, or another employee's interests. Conflict of interest are when a business owner hires a family member for a job and gives them bonuses or favouritism (referred to as nepotism).
 - Node 1: Close Relatives- wife, sibling, parents, Son/daughter, gf etc.
 - Node 2: Close Relative of some close relative like, cousin, inlaws.
 - Node 3: Relatives of Node 2.
1. No Relative node1 or node2, of Any Functional head is allowed at F2K
 2. Node 1, of any Employee is not allowed in F2K.
 3. Node 2, of any Employee can work in different business Units.
 4. Node 3, can be hired for Functional Head and other employees.



5. (Qart, FA) as long as none of them is Functional Head in any of the Unit.
22. In case you will not follow the terms and conditions, instruction, Rules and Regulations of the Company and the Company is not satisfied with your performance and you committed any misconduct of any nature then the Company will be free to terminate you with immediate effect without serving any notice and further Company will also have right to claim the losses occurred to the Company due to your such conduct.
23. In case of any disputes the Delhi High Court and Courts in Delhi subordinate to it, alone shall have exclusive jurisdiction in all matters arising out of it.

This **AGREEMENT** containing total **5** pages and shall be executed by both the Parties at Gurgaon, in the presence of two (2) witnesses. **Both the parties shall put their respective signatures on each of the page.** The original copy of the Agreement shall be with the Company.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THE DAY, MONTH AND YEAR WRITTEN ABOVE:

Disclosing Party
Flick2know Technologies Pvt. Ltd.
Witness No. (1)

Receiving Party

Director
Witness No. (2)

Ruchi Jha
Sr. HR



FLICK2KNOW TECHNOLOGIES PVT LTD, INDIA POLICY ON PREVENTION OF SEXUAL HARASSMENT (POSH) OF WOMEN AT WORKPLACE

Policy Revision

This policy has been revised on 10.09.2019.

Introduction

This policy has been framed in accordance with the provisions of “The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013” and rules framed thereunder (hereinafter “the Act”). Accordingly, while the policy covers all the key aspects of the Act, for any further clarification reference shall always be made to the Act and the provisions of the Act shall prevail.

We treat each other with respect and dignity and expect everyone to promote a sense of personal responsibility. We recruit competent and motivated people who respect our values, provide equal opportunities for their development and advancement; protect their privacy and ***do not tolerate any form of harassment or discrimination.***

The ‘Policy on Prevention of Sexual Harassment at workplace: Guidelines for Flick2Know Technologies Pvt Ltd’ intends to provide protection against sexual harassment at workplace and the prevention and redressal of complaints of sexual harassment and matters related to it.

Definitions

1. **Sexual harassment** may occur not only where a person uses sexual behavior to control, influence or affect the career, salary or job of another person, but also between co-workers. It may also occur between a Flick2Know Technologies Pvt Ltd employee and someone that employee deals with in the course of his/her work who is not employed by the Company.



“Sexual Harassment” includes any one or more of the following unwelcome acts or behavior (whether directly or by implication):

- a. Any unwelcome sexually determined behavior, or pattern of conduct, that would cause discomfort and/or humiliate a person at whom the behavior or conduct was directed namely:
 - i. Physical contact and advances;
 - ii. Demand or request for sexual favors;
 - iii. Sexually colored remarks or remarks of a sexual nature about a person's clothing or body;
 - iv. Showing pornography, making or posting sexual pranks, sexual teasing, sexual jokes, sexually demeaning or offensive pictures, cartoons or other materials through email, SMS, MMS etc.;
 - v. Repeatedly asking to socialize during off-duty hours or continued expressions of sexual interest against a person’s wishes;
 - vi. Giving gifts or leaving objects that are sexually suggestive;
 - vii. Eve teasing, innuendos and taunts, physical confinement against one’s will or any such act likely to intrude upon one’s privacy;
 - viii. Persistent watching, following, contacting of a person; and
 - ix. Any other unwelcome physical, verbal or non-verbal conduct of sexual nature
 - x. Commenting on the physical appearance of the person in any manner.
 - xi. Any conduct that is gender based, or precipitated by the gender of the recipient.
- b. The following circumstances if it occurs or is present in relation to any sexually determined act or behavior amount to sexual harassment:
 - i. Implied or explicit promise of preferential treatment in employment;



- ii. Implied or explicit threat of detrimental treatment in employment;
- iii. Implied or explicit threat about the present or future employment status;
- iv. Interference with the person's work or creating an intimidating or offensive or hostile work environment; or
- v. Humiliating treatment likely to affect her health or safety.

The reasonable person standard is used to determine whether or not the conduct was offensive and what a reasonable person would have done. Further, it is important to note that whether harassment has occurred or not, does not depend on the intention of the people but on the experience of the aggrieved person.

2. **Aggrieved:** In relation to a workplace, a woman, of any age, whether employed or not, who alleges to have been subjected to any act of sexual harassment by the respondent and includes contractual, temporary, visitors.
3. **Respondent:** A person against whom a complaint of sexual harassment has been made by the aggrieved.
4. **Employee:** A person employed at the workplace, for any work on regular, temporary, ad-hoc or daily wage basis, either directly or through an agent, including a contractor, with or without the knowledge of the principal employer, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a coworker, a contract worker, probationer, trainee, apprentice or by any other such name. Anyone representing Flick2Know in any capacity.
5. **Workplace:** In addition to the place of work [Head office / Branch offices, Factories] it shall also include any place where the aggrieved or the respondent visits in connection with his/her work, during the course of and/or arising out of employment/ contract/ engagement with Flick2know, including transportation provided for undertaking such a journey.
6. **Employer:** A person responsible for management, supervision and control of the workplace



Roles & Responsibilities

1. **Responsibilities of Individual:** It is the responsibility of all to respect the rights of others and to never encourage harassment. It can be done by:
 - a. Refusing to participate in any activity which constitutes harassment.
 - b. Supporting the person to reject unwelcome behavior.
 - c. Acting as a witness if the person being harassed decides to lodge a complaint.

All are encouraged to advise others of behavior that is unwelcome. Often, some behaviors are not intentional. While this does not make it acceptable, it does give the person behaving inappropriately, the opportunity to modify or stop their offensive behavior.

2. **Responsibilities of Managers:** All managers at Flick2Know must ensure that nobody is subject to harassment and there is equal treatment. They must also ensure that all employees understand that harassment will not be tolerated; that complaints will be taken seriously; and that the complainant, respondent/s, or witnesses are not victimized in any way.

Redressal Mechanism – Informal Intervention

In compliance with the Act, First level response will lend through informal mechanism. Wherein the complainant will raise a concern with any of the committee member through mail or face to face meeting.

Redressal Mechanism – Formal Intervention

In compliance with the Act, if the complainant's warrants formal intervention, the complainant needs to lodge a written complaint, which shall be followed by a formal redressal mechanism as described in this Policy. In case of a verbal complaint, the complaint will be reduced in writing by the receiver of the complaint and signatures of the complainant will be obtained.

Internal Complaints Committee (Henceforth known as 'committee')

To prevent instances of sexual harassment and to receive and effectively deal with complaints pertaining to the same, an "**Internal Complaints Committee**" is constituted at Gurgaon



location. The detail of the committee is notified to all covered persons at the location (workplace).

The committee at each location comprises of:

- **Presiding Officer:** A woman employed at a senior level in the organization or workplace
- At least 2 members from amongst employees, committed to the cause of women and or having legal knowledge
- One external member, familiar with the issues relating to sexual harassment
- At least one half of the total members is women

The **committee** is responsible for:

- Receiving complaints of sexual harassment at the workplace
- Initiating and conducting inquiry as per the established procedure
- Submitting findings and recommendations of inquiries
- Coordinating with the employer in implementing appropriate action
- Maintaining strict confidentiality throughout the process as per established guidelines
- Submitting annual reports in the prescribed format

Current nominated members of the committees are

given in **Annexure A.**

Lodging a Complaint

The complainant needs to submit a detailed complaint, along with any documentary evidence available or names of witnesses, to any of the committee members at the workplace.



The complaint must be lodged within **3 months** from the date of incident/ last incident. The Committee can extend the timeline by **another 3 months** for reasons recorded in writing, if satisfied that these reasons prevented the lodging of the complaint.

Provided that where such a complaint cannot be made in writing, the Presiding Officer or any Member of the Internal Complaint Committee shall render all reasonable assistance to the women for making the complaint in writing.

If the aggrieved woman is unable to lodge the complaint in account of her incapacity, the following may do so on her behalf, **with her written consent**.

1. Legal heir, relative or friend
2. Co-worker
3. Any person having the knowledge of the incident

If the initial complaint is made to a person other than a committee member, upon receiving such a complaint, it will be the responsibility of the complaint receiver to report the same to the committee immediately.

Wherever possible Flick2Know Technologies Pvt Ltd ensures that all the complaints of harassment are dealt with speedily, discreetly and as close as possible to the point of origin.

Receiving a Complaint (guidelines)

Dealing with incidents of harassment is not like any other type of dispute. Complainants may be embarrassed and distressed and it requires tact and discretion while receiving the complaint.

The following points are kept in mind by the receiver of the complaint:

4. Complaint are listened to and the complainant informed that the Company takes the concerns seriously. Complainant is informed that these concerns will be reported to the appropriate committee and follow up will be done speedily



5. Situation are not be pre-judged. Written notes are taken while listening to the person. Complainant is allowed to bring another person to the meeting if they wish. When taking accurate notes, complainants' own words, where possible, is used. Clear description of the incident in simple and direct terms is prepared and details are confirmed with the complainant.
6. All notes are kept strictly confidential. Complainant's agreement is taken to allow proceeding with the matter, which involves a formal investigation.
7. The complainant is advised that although the process is confidential, the respondent needs to be informed and any witnesses and persons directly involved in the complaint process will also learn of the complainant's identity

Care is taken to prevent any disadvantage to or victimization of either the complainant or the respondent.

Resolution procedure through conciliation

Once the complaint is received, before initiating the inquiry the committee may take steps to conciliate the complaint between the complainant and the respondent. **This is only if requested by the aggrieved woman.**

It is made clear to all parties that conciliation in itself doesn't necessarily mean acceptance of complaint by the respondent. It is a practical mechanism through which issues are resolved or misunderstandings cleared.

In case a settlement is arrived at, the committee records & reports the same to the employer for taking appropriate action. Resolution through conciliation happens within **2 weeks** of receipt of complaint.

The committee provides copies of the settlement to complainant & respondent. Once the action is implemented, no further inquiry is conducted

Resolution procedure through formal inquiry

Conducting Inquiry

The committee initiates inquiry in the following cases:



- No conciliation is requested by aggrieved woman
- Conciliation has not resulted in any settlement
- Complainant informs the committee that any term or condition of the settlement arrived through conciliation, has not been complied with by respondent.

The Committee proceeds to make an inquiry into the complaint within a period of **1 week** of its receipt of the original complaint/closure of conciliation/repeat complaint.

Manner of inquiry into complaint:

- Complainant should submit the complaint along with supporting documents and the names of the witnesses
- Upon receipt of the complaint, the committee sends 1 copy of the complaint to respondent within 7 working days
- Respondent replies with all supporting documents within 10 working days of receiving the copy of the complaint
- No legal practitioner can represent any party at any stage of the inquiry procedure
- The Complaints Committee makes inquiry into the complaint in accordance with the principles of natural justice
- In conducting the inquiry, a minimum of three committee members including the Presiding Officer is present.

Interim relief:

During pendency of the inquiry, on a written request made by the complainant, the committee may recommend to the employer to -

- Transfer the complainant or the respondent to any other workplace
- Grant leave to the aggrieved woman of maximum 3 months, in addition to the leave she would be otherwise entitled
- Prevent the respondent from assessing complainant's work performance
- Grant such other relief as may be appropriate



Once the recommendations of interim relief are implemented, the employer will inform the committee regarding the same

Termination of Inquiry

Committee at Flick2Know Technologies Pvt Ltd may terminate the inquiry or give ex-parte decision, if complainant or respondent respectively is absent for 3 consecutive hearings, without reason. 15 day written notice to be given to the party, before termination or ex-parte order.

Inquiry procedure

All proceedings of the inquiry is documented. The Committee interviews the respondent separately and impartially. Committee states exactly what the allegation is and who has made the allegation. The respondent is given full opportunity to respond and provide any evidence etc. Detailed notes of the meetings are prepared which may be shared with the respondent and complainant upon request. Any witnesses produced by the respondent are also interviewed & statements are taken.

If the complainant or respondent desires to cross examine any witnesses, the Committee facilitates the same and records the statements.

In case complainant or respondent seeks to ask questions to the other party, they may give them to the Committee which asks them and records the statement of the other party.

Any such inquiry is completed, including the submission of the Inquiry Report, within **90 days** from the date on which the inquiry is commenced. The inquiry procedure ensures absolute fairness to all parties.

Considerations while preparing inquiry report

While preparing the findings/recommendations, following are considered:

- Whether the language used (written or spoken), visual material or physical behavior was of sexual or derogatory nature



- Whether the allegations or events follow logically and reasonably from the evidence
- Credibility of complainant, respondent, witnesses and evidence
- Other similar facts, evidence, for e.g. if there have been any previous accounts of harassment pertaining to the respondent
- Both parties have been given an opportunity of being heard
- A copy of the proceedings were made available to both parties enabling them to make representation against the findings

A copy of the final findings is shared with the complainant and the respondent to give them an opportunity to make a representation on the findings to the committee

Action to be taken after inquiry

Post the inquiry the committee submits its report containing the findings and recommendations to the employer, within

10 days of completion of the inquiry.

The findings and recommendations are reached from the facts established and is recorded accurately.

If the situation so requires, or upon request of the complainant, respondent or witness, Management at Flick2Know Technologies Pvt Ltd may decide to take interim measures such as transfer, changing of shift, grant of leave etc. to protect against victimization or distress during or subsequent to the course of inquiry, pending the final outcome.

Complaint unsubstantiated

Where the committee arrives at the conclusion that the allegation against the respondent has not been proved, it recommends to the employer that no action is required to be taken in this matter.

Further, the committee ensures that both parties understand that the matter has been fully investigated, that the matter is now concluded and neither will be disadvantaged within the company.

Complaint substantiated

Where the committee arrives at the conclusion that the allegation against the respondent has been proved, it recommends to the employer to take necessary action for sexual harassment



as misconduct, in accordance with the applicable service rules and policies, and this may include:

- a. Counseling
- b. Censure or reprimand
- c. Apology to be tendered by respondent
- d. Written warning
- e. Withholding promotion and/or increments
- f. Suspension
- g. Termination
- h. Or any other action that the Management may deem fit.

The employer at Flick2Know Technologies Pvt Ltd acts upon the recommendations within **60 days** and confirm to the committee

Post implementation of the actions, follow up with the complainant occurs to ascertain whether the behavior has in fact stopped, the solution is working satisfactorily and if no victimization of either party is occurring. This follow up is undertaken by the complainant's Line Manager supported by HR.

Malicious Allegations

Where the committee arrives at the conclusion that the allegation against the respondent is malicious or the aggrieved woman or any other person making the complaint has made the complaint knowing it to be false or the aggrieved woman or any other person making the complaint has produced any forged or misleading document, it may recommend to the employer to take action against the woman or the person making the complaint.

The action recommended should be similar to the ones proposed for the respondent in case of substantiated complaints.

While deciding malicious intent, the committee should consider that mere inability to substantiate a complaint need not mean malicious intent. Malicious intent must be clearly established through a separate inquiry.

Confidentiality

The identity of the complainant, respondent, witnesses, statements and other evidence obtained in the course of inquiry process, recommendations of the committees, action taken by the employer is considered as confidential materials, and not published or made known to public or media. Any person contravening the confidentiality clauses is subject to disciplinary action as prescribed in the act.

Appeal



Any party not satisfied or further aggrieved by the implementation or non-implementation of recommendations made, may appeal to the appellate authority in accordance with the Act and rules, within **90 days** of the recommendations being communicated.

Annexure A

Internal Complaints Committee at Head Office Flick2Know Technologies Pvt Ltd	
Member	- Ms. Ruchi Jha
Member	- Ms. Kavya Seth
External Member – Ms. Nidhi Arora	
Employer - Mr. Divir Tiwari	

** Each location/unit of Flick2Know Technologies Pvt Ltd has a duly constituted Internal Complaints Committee (ICC), details of which can be obtained by any person by writing to any of the above-mentioned ICC member.*

I have read all above mentioned rules and regulations and I abide by it.

Employee name: Mohd Rihan Khan

Signature

Date: 15-September-2022