

Appointment Letter

July 23rd 2024

Jesvin Jose
VYQ-AGR/000011/2024

S/O: Thresiamma, Karakkattu
Anikad Kottayam,
Kerala 686503

Dear Jesvin Jose,

With reference to your application and subsequent interview(s) you had with us, we are pleased to formalize your employment with **VYQDA Technologies Private Limited ("Company")**, referred to herein after as the "Company". This letter is to be read in conjunction with the attached "Employment Agreement" which you are required to sign, and all other Rules, Regulations, Policies, Practices, Administrative Orders, etc., of the Company as may exist from time to time, and any written communication addressed to you personally or to all or any employees, from time to time. Together, all these shall constitute and govern the terms and conditions of your employment with the company.

In **VYQDA Technologies Private Limited**, your Title, Remuneration, Compensation Structure and other terms and conditions will be as follows:

- 1. Date of employment:** The employment will commence from the date of your joining i.e. 16th May 2024. You will be on probation for a period of 3 (three) months from the date of your joining.
- 2. Title:** Software Programmer
- 3. Remuneration:** Your current remuneration / compensation details are as per Annexure - A enclosed with this letter. However, without any change in the overall remuneration/compensation, the internal structure (in terms of constituent elements) may undergo a change, of which you will be informed in writing, if and when such a change is instituted. Your compensation (and other benefits, if any) shall be subject to deduction at source of all government and local taxes and contributions, as required to be made under applicable laws of the land.
- 4.** Your performance will be reviewed quarterly based on Performance Review Indicators and will be eligible to participate in the performance evaluation.
- 5. Joining Formalities:** On the date of joining you need to submit all the documents as per attached Annexure - B. Please note that in case you fail to submit the required documents within 3 days of your joining, your salary will not be processed for that month. In case essential documents (marked as * in Annexure - B) are not submitted with-in 15 days of joining it could also cause your termination from the job without any prior or further notice.

6. Place of posting:

- a.
You shall be posted at our office in Agra. However, you may be transferred to any other work location of the company within or outside India, as decided by the management in the interest of the Company.
- b. The management may place/assign/transfer you temporarily or permanently in any unit/department /location of the Company or its associate or affiliated companies, in or out of India from time to time, as it may consider necessary at its discretion or new role.
- c. After completion of probation period you will get a confirmation letter. During the probation period your services can be terminated by giving 15 Days' Notice, by either party.

7. Conduct and Discipline:

- a. You shall maintain high standards of conduct and discipline and adhere to the rules, regulations, policies, practices, etc., of the Company, which shall govern your employment with the Company. This will include adherence to office timings, use of appropriate attire and following proper norms of behaviour in dealing with (fellow) employees, clients, business associates/partners, vendors and suppliers of the company.
- b. You shall discharge your duties and responsibilities diligently and faithfully to the best of your abilities.
- c. If any of the information provided by you during the course of interviewing is found to be false or incorrect or inaccurate, the offer letter, Appointment letter and your employment can be cancelled immediately and company will be entitled to initiate any further legal action as it deems fit.

8. General Rules:

- a. You shall intimate the Company in writing of any change in your residential address, within a week of the change of the same, failing which any communication sent to you by the Company at the last address on the company' s records as furnished by you, shall be treated /deemed to have been served upon you.
- b. You are advised to keep the Company informed of your current (and changed) marital status and furnish relevant information about your spouse, children, dependent, parents, etc. so that they could be covered under any statutory or Company scheme or benefit (as may exist from time to time) that may be applicable to them. Unless requisite information is communicated to the Company in writing, they would not be eligible to receive/enjoy the concerned benefit.
- c. You shall also be governed by the statutory rules of the government prevailing from time to time.
- d. You shall retire or shall be superannuated from the service of the Company automatically, upon your completing 58 years of age, unless the clause 15 dealing with termination of your employment by either you or the Company, as mentioned in the "Employment Agreement", comes into operation.

e. If you absent yourself without duly sanctioned leave or remain absent beyond the period of leave originally sanctioned /granted or subsequently extended (in writing), you shall be considered as having voluntarily terminated your service without giving any notice.

e. The term "pay" for the purposes of the amount to be paid in lieu of notice (period) by either you or the Company (as mentioned in clause 15 of the "Employment Agreement" dealing with termination of service), will include all assured components of annualized compensation, as applicable to you at the time of service, i.e., Gross Annual Cost to Company Compensation, less the figure indicated as likely maximum amount of Performance Incentive, which is performance based variable component.

9. Bond: This policy establishes guidelines to ensure that employees do not leave the company without proper notification or without completing the required 60-day notice period.

The candidate is provided with two choices:

1. 20% of the monthly current salary will be deducted for 11 months from the date of joining until the employee completes 12 months. After successful completion of 12 months tenure the company will pay the complete deducted amount.

"OR"

2. A cheque from the candidate needs to be submitted of an amount of Rs 1,00,000/- for 12 months at the time of joining. After successful completion of one-year tenure the company will return the cheque to the candidate.

Please sign a copy of this letter and return it as an acknowledgment of your complete understanding and acceptance of the terms and conditions outlined in this letter and the "Employment Agreement." This will serve as a confirmation of your agreement to the terms of your employment with the Company.

We wish you all the best and look forward to a mutually rewarding relationship.

With Best Regards,
For: VYQDA Technologies Private Limited

Akansha Anthony
Operations Head
Human Resources

Electronically Sent Document. Signatures are not required.

Note: The information contained is strictly confidential & is NOT to be shared without prior written permission from the company.

Annexure – A

Remuneration and Benefits

Name Jesvin Jose
Designation Software Programmer
Location [Agra]

Salary Components	Monthly (INR)	Yearly (INR)
A) Monthly Components		
Basic Salary	10000	120000
HRA	4000	48000
Additional Allowances	6000	72000
PF (Employer's contribution)	0	0
Total	20000	240000

**With Best Regards,
For VYQDA Technologies Private Limited**

Akansha Anthony
Operations Head
Human Resources

Electronically Sent Document. Signatures are not required.

Note 1: Employee is not eligible for a KRA-based performance incentive and bonus if as on the date of KRA or bonus payment 1) the employee is no longer in employment with VYQDA or 2) has resigned and is serving his or her notice period.

Note 2: The information contained is strictly confidential & is NOT to be shared without prior written permission from the company.

Annexure – B

New Joiner Documentation Checklist

List of Documents	
Document	Status
Last Employer's Details	
Last 3 months' salary slips*	
Resignation Acceptance*	
Appointment & Relieving Letter (Current Company)	

Educational Qualifications	
10th Pass Certificate <input type="checkbox"/> Mark-sheet <input type="checkbox"/> *	
12th Pass Certificate <input type="checkbox"/> Mark-sheet <input type="checkbox"/> *	
Graduation Degree <input type="checkbox"/> Mark-sheet <input type="checkbox"/> *	
Post-Graduation Degree <input type="checkbox"/> Mark-sheet <input type="checkbox"/> (if applicable)	

Personal Identification & Residence Proofs	
ID Proof - Voter's Id/Driver's License/Aadhar Card (any one) *	
PAN Card*	
Residential Proof – Phone Bill/Bank Statement/Rent Agreement (any one) *	
Passport	
3 Passport Size Photos* (If Physical Submission)	

Annexure – C

Employment Contract

July 23rd 2024

Jesvin Jose
VYQ-AGR/000011/2024

S/O: Thresiamma, Karakkattu
Anikad Kottayam,
Kerala 686503

Dear Jesvin Jose,

The terms and conditions of your employment is provided in Annexure – C, and you are expected to carefully read, and keep yourself abreast of, the stipulations contained in this Employee Contract of the Company as announced, published or amended from time to time.

Kindly let us have your confirmation of acceptance by signing each page and returning a copy of this Agreement duly signed by you not later than 3 days, failing which this offer shall automatically stand withdrawn unless extended in writing by the Company at its sole discretion.

We look forward to your long and rewarding association with us.

For: VYQDA Technologies Private Limited

Name: Akansha Anthony

Authorised Signatory

Acknowledged and Accepted

I confirm that I have read and understood the terms and conditions of my employment with the Company fully and by signing and returning to the Company a copy hereof, I hereby accept the terms and conditions contained therein and agree that the same constitutes a valid and binding Agreement of employment between myself and the Company.

Name:

Signature & Date:

Annexure – C.1

General Terms and Conditions of Employment

1. Definitions

In this Agreement, unless the context otherwise requires:

1.1 **“Competitor Business”** shall mean any company/entity engaged in the business of information technology or related;

1.2 **“Confidential Information”** shall mean all and any information (whether or not recorded in documentary form or on computer disk or tape) of the Company, any Group Company or any of its or their customers, suppliers or agents which the Company or the relevant Group Company regards as confidential and which may include, but is not limited to technical, financial and business information or in respect of which it owes an obligation of confidentiality to a third party which is not part of your own stock in trade and which is not readily ascertainable to persons not connected with the Company either at all or without a significant expenditure of labour, skill or money;

1.3 **“Customer”** shall mean any person with whom you or anyone working under your supervision or control deals personally who, at the termination of your employment, is negotiating with the Company or any Group Company for Restricted Business or with whom the Company or any Group Company has conducted any Restricted Business at any time during the final twelve (12) months of your employment with the Group;

1.4 **“Key Employee”** shall mean any person who is and was, at any time during the final twelve (12) months of your employment with the Group, employed or engaged by the Company or any Group Company in a senior management, senior technical or senior sales position and who, by reason of such position, possesses any Confidential Information or is likely to be able to solicit the custom of any Customer or to induce any Customer to cease dealing with the Company or any Group Company, were you to accept employment or engagement in a business which is similar to or in competition with any Restricted Business;

1.5 **“Group”** shall mean the Company and each Group Company of the Company or any joint venture to which the Company or any such Group Company is a party;

1.6 **“Group Company”** shall mean any group undertaking or associated undertaking (as per section 2(6) of the Companies Act 2013) which has been promoted by the same parent company. It also includes a holding company, subsidiary company and co-subsidiary companies of the group.

1.7 **“Improper Activity”** shall include abuse of authority, breach of contract, manipulation of company/client data, pilferage of confidential information, criminal offence, corruption, bribery, theft, conversion or misuse of the Company’s property, fraudulent delivery, fraud or wilful omission to perform the duty, or that is economically wasteful or involving gross misconduct, incompetence or gross inefficiency and any other unethical, biased, favoured or imprudent act.

1.8 **“Restricted Area”** shall mean the United Kingdom, the United States of America, Singapore and India.

1.9 **“Restricted Business”** shall mean Knowledge Process Outsourcing (KPO) services to the corporate sectors and all or any other commercial activities carried on or to be carried on by the Company/Competitor Business.

1.10 **“Social media”** shall mean any web or mobile based interface that includes social networking websites (Facebook, Instagram etc.), blogs, micro blogs (Twitter etc.), video/photo sharing websites (YouTube, Picasa, Flickr), Wikipedia, virtual game world, virtual social world, slide share website etc.; enabling an individual or a group or an agency to communicate interactively and exchange user generated content.

2. Commencement of Employment

2.1 Your employment with the Company shall be effective from the date of your joining the Company, as mentioned in the Appointment Letter, subject to completion of joining formalities on or before Date of Joining.

2.2 You shall be employed with the Company on the post, as mentioned in the Appointment Letter. The Company reserves the right to change your designation from time to time at its sole and absolute discretion.

2.3 Your period of continuous employment with the Company shall be calculated from the Date of Joining and employment with any previous employer shall not be counted towards calculating the said period.

3. Verification of documents and medical check-up

3.1 You are required to furnish a self-attested copy of your qualification certificates for the purposes of verification and records.

3.2 I do not have any legal or civil litigation pending or running against me.

3.3 Your employment in the Company shall be subject to satisfactory verification of the certificates, testimonial and personal particulars/credentials in the application form submitted by you. The Company reserves the right to get a background check (including criminal history record search, medical history search, education and employment and personal details verification) conducted on you including through any third-party agencies nominated by the Company from time to time and you shall extend full cooperation as may be required.

3.4 In the event that such verification or background check reveals any discrepancy in the statement(s) made by you or any documents submitted by you to the Company, your appointment may be deemed null and void by the Company and/or you may be discharged forthwith from the services of the Company.

3.5 Medical history: You have represented to the Company that you neither have any current medical condition nor history of any medical condition nor any similar concern of a nature which will or can impair your ability to perform your duties effectively and diligently. Please note that this Agreement has been executed basis your aforesaid representation and please note that the continuation of your employment is subject to your said representation being true and correct.

4. Reporting and Job Responsibilities

4.1 You will initially report to the **Director's Office** or his/her nominee or such person as the Company may notify to you in writing.

4.2 You shall be responsible for executing such duties, responsibilities and functions as may be assigned to you by the management from time to time.

4.3 As part of job responsibilities, you shall:

- a. devote your whole time, attention and ability solely and exclusively towards the performance of the duties and responsibilities assigned to you by the Company from time to time during the Company's normal business hours and at such other times as may be necessary;
- b. properly and faithfully serves the Company and use your best endeavours to protect and further the interests and reputation of the Company;
- c. promptly reports to the Company by sending an email to the designated complain email id, when you become aware of any actual or suspected Improper Activity within the Company; and
- d. not use any Confidential Information/ client's name/project details/or any other information of like nature on any social media during the course of employment and post-employment without the prior written consent of the Company's management.

5. Place of Employment

5.1 You shall be employed at the Company's office in **AGRA**, or such other place that the Company may reasonably require from time to time.

5.2 Notwithstanding anything to the contrary contained herein and subject to the Company ensuring that the related conditions of this Agreement are not adversely affected: (a) modify your job title and duties as it deems necessary and appropriately in the light of the Company's needs and interest from time to time; (b) you may be transferred to any place in India where the Company may deem it necessary to transfer you for the purposes of business of the Company; and/or (c) you may be deputed/transferred to the rolls of any of the Company's project sites, offices or to any affiliated company anywhere in India.

5.3 You agree to travel to such parts of India and the world as necessary for the discharge of your duties as the Company may direct or authorize.

5.4 During your employment, you will be responsible for immediately notifying the Company of any change in your residential address.

6. Probation

6.1 You shall be on probation for a period of three (3) months from the Date of Joining, the period of which may be curtailed/further extended at the discretion of the management.

6.2 During the probation period, the Company will assess your work, conduct, general aptitude and overall suitability. The Company, in its discretion, may or may not confirm your services at the end of the satisfactory completion of the probation period. Confirmation in employment shall always be in writing by the Company.

In the absence of a written confirmation from the Company, it will not be presumed that the position has been confirmed.

6.3 If the Company at any point of time during the probation period believes that you are not suitable for the post you have been recruited for, or otherwise wishes to terminate this Agreement, it may terminate this Agreement by notice in writing, at any time with 15 days' notice, if you have been in service of the Company continuously for a period of less than 3 (three) month.

7. Compensation & Benefits

7.1 Detailed breakup of your remuneration including perquisites and incentives is shown in **Annexure - A** hereto.

7.2 Your performance will be reviewed quarterly based on Performance Review Indicators.

7.3 No liability shall attach to the Company for your failure to pay any such taxes and imposts and you agree to indemnify and keep indemnified and hold harmless the Company from and against any and all losses, costs, expenses, claims or demands which the Company may pay, incur, suffer or sustain directly or indirectly arising out of or in relation to or howsoever connected with your failure to pay such taxes or imposts.

7.4 Salary, allowances and other incentives shall be payable subject to the applicable terms, the Employment Contract as well as statutory provisions in force. All payments will be subject to applicable deduction of appropriate taxes at source (TDS), if required.

7.5 The salary structure set out in Annexure - A is subject to review in accordance with the Company's practice and policies from time to time and may be modified suitably without impacting the overall Gross Remuneration.

7.6 The compensation is strictly confidential and you shall not disclose your compensation to other employees in the Company and any such disclosure is against the Company's ethical standards.

7.7 You shall abide by the Employee Rules notified to you from time to time and in the event of a conflict between the provisions of the Employee Rules and this Agreement, it is hereby agreed that the provisions of this Agreement shall always prevail.

8. Working Days and working hours

The regular working days and working hours shall be as regulated by the Company's Employee Rules and as apprised to you from time to time. Depending upon exigencies at work, you may have to put in additional or varying working hours to satisfactorily complete the work or meet deadlines. The remuneration agreed herein is after considering such additional or varied working.

9. Leaves/Holidays

9.1 Sick Leave

- a. **Entitlement:** Employees are entitled to 10 days of sick leave per year.
- b. **Medical Certificate:** For sick leave exceeding 2 days, a medical certificate must be provided.
- c. **Accrual:** Sick leave does not carry forward to the next year and cannot be encashed.

9.2 Casual Leave

- a. **Entitlement:** Employees are entitled to 12 days of casual leave per year.
- b. **Usage:** Casual leave can be taken for personal reasons or unforeseen circumstances.
- c. **Accrual:** Casual leave does not carry forward to the next year and cannot be encashed.

9.3 Public Holidays

Employees are entitled to leave on all public holidays as per the company's holiday calendar. The calendar will be provided at the beginning of each year.

9.4 Maternity Leave

- a. **Eligibility:** Female employees who have worked for at least 90 days in the 10 months preceding the expected date of delivery.
- b. **Duration:** Up to 4 weeks.
- c. **Additional Leave:** One month of additional leave for illness arising out of pregnancy, delivery, premature birth, or miscarriage, with a medical certificate.
- d. **Notification:** At least 10 weeks' notice with a medical certificate stating the expected date of delivery.
- e. **Re-joining:** Notify the HR department at least 2 weeks before the intended return date.

9.5 Paternity Leave

- a. **Eligibility:** Male employees who have completed 18 months of service.
- b. **Duration:** days leave for the birth or adoption of a child.
- c. **Notification:** At least 2 weeks' notice prior to the expected date of delivery or adoption.

9.6 Compensatory Off

- a. Employees who work on public holidays or weekends are entitled to compensatory leave.
- b. **Approval:** Prior approval from the manager is required for compensatory off.
- c. **Usage:** Compensatory leave must be taken within 3 months of earning it.

9.7 Unpaid Leave

- a. **Application:** Employees may apply for unpaid leave for personal reasons.
- b. **Approval:** Unpaid leave is granted at the discretion of the management based on operational requirements.

- c. **Impact:** Unpaid leave does not count towards the calculation of service length or benefits accrual.
- d. **Notification:** Employees must inform their manager and HR as soon as possible.

Any kind of leave shall be subject to approval of the Company and written approval must be obtained by you on each occasion. Normally prior approval must be obtained as per Rules and Regulations of the company.

***As a policy, a combination of any two leaves is not permitted except for SL which can be suffixed with EL only on the approval of the appropriate reporting officer however the management may decide clubbing of leaves for specific cases based on circumstances/reasons, other than sick leave with casual leave.**

10. Intellectual Property Rights

10.1 All documents, concepts, models, designs, drawings, software, source code, trade secrets, marks, copyrights, patents or other intellectual property embodied in writing, electronically or in any form whatsoever developed wholly or in part (hereinafter referred to as "Intellectual Property") by you either by yourself or jointly with any other person, during the course of employment with the Company shall be the sole and exclusive property of the Company under the 'work for hire' doctrine under law. The remuneration paid to you hereunder will include consideration for development of any such Intellectual Property and you shall not be entitled to claim any rights over the same either during the term of his/her employment with the Company or any time thereafter.

10.2 You will keep confidential all relevant information and will promptly disclose to the Company all Intellectual Property whether made by him/her or in conjunction with others during the course of or arising out of his/her employment. You will hold in trust for the Company all such Intellectual Property.

10.3 You hereby agree to assign unencumbered legal title, and all right, title and interest in any Intellectual Property development during the course of employment to the Company in perpetuity and further agree to execute a formal assignment of all such Intellectual Property development in the course of employment in favour of the Company, if such assignment is requested by the Company. You agree to assist and cooperate with the Company in registering such assignment as may be required under law.

10.4 If for any reason, you are considered the author or producer of any such work and/or material, you agree to promptly assign to the Company (or its affiliates, on the directions of the Company), all right, title and interest, you may have in the same in perpetuity and on a royalty free basis for the world.

10.5 The Company reserves exclusive rights, interest, title and benefit to all research findings, notes, written reports produced and/or designs, procedures or inventions of programs developed in the course of or incidental to your employment with the Company. After the termination of your services, you will not reproduce, transmit or distribute in any form or by any means, electronic or mechanical including photocopying, recording or by any information storage or retrieval system any Intellectual Property or any research findings, notes, written reports produced and/or designs, procedures or inventions of programs developed in the course of or incidental to your employment, without the prior written approval of the Company.

11. Personal Data

a. **Obligations with Respect to Personal Data.** In connection with performance of your obligations under this Agreement, you may be provided with or obtain information that pertains to a specific person and that can be linked

to such person or which is otherwise defined as “personal data” under applicable data protection legislation, including General Data Protection Regulations (GDPR) (“**Personal Data**”). In this regard, you hereby agree as follows:

- i You will only carry out processing of Personal Data controlled by the Company strictly in accordance with Company’s instructions or otherwise solely to the extent necessary for the proper performance of your obligations in performance of your Employment duties;
- ii You have and shall maintain, appropriate operational and technical measures in place to safeguard against any unauthorized access, loss, destruction, theft, use or disclosure of Personal Data;
- iii You will, whenever transferring or processing Personal Data ensure adequate protection of such Personal Data for the purposes of applicable data Protection legislation and shall not transfer Personal Data originating from a European member state outside of the EEA without the prior written consent of the Company.
- iv You will notify the Company of any requests received from a data subject exercising his or her rights under the applicable data protection legislation and assist with any subject access request received from the data subject; and
- v You will promptly inform the Company of any improper or unauthorized processing, or access by or disclosure to a third party, and take prompt, reasonable measures to remediate any such situation as may be directed by the Company.

You acknowledge that you have read and understood the Company Privacy notice and undertake to abide by it fully.

12. Liability for Company Events

- a. You, for yourself and for or on behalf of your guest(s) (together the “Participants”), do hereby release, forever discharge and hold harmless the Company, its Management, Employees, and owners from any and all liability, claim or demands for personal injury, sickness, dismemberment or death, as well as property damages and expenses, of any nature whatsoever which may be incurred by the Participants, that occur while said is participating in any social events with office colleagues, including but not limited to training programs, sporting events, parties, community service, or offsites (“Events”).
- b. Furthermore, you assume all risk of personal injury, sickness, death, damage and expenses as a result of participation in the Events for the Participants.
- c. Further, should it become necessary for the Participants to return home due to medical reasons, disciplinary action or otherwise, you will assume all related costs.
- d. You represent that the Participants will behave in accordance with the law at all times and indemnify the Company from any damages that may arise as a violation thereof.

13. Information Management

13.1. You are required to understand and comply with the Company’s Information Management Policy (the “Policy”). The Policy recognizes that the Company’s information is an asset of significant value, and identifies a number of information management practices with which you are required to comply while employed by the Company.

13.2. The Policy, *inter alia*, contains , that employees should have no expectation of privacy in relation to their use of the Company's computer and other information systems, and by your acceptance of this Agreement, you give your consent to the collection, transmission, use and disclosure of all your personal information that you have provided to the Company and/or you may transmit through such systems at any time and/or which may otherwise result from the use and management of such computer systems. You specifically waive all rights to such personal information and the Company shall be entitled to transmit the same and share with any person including its affiliates and advisors in any part of the world.

14. Confidential Information & Trade Secrets

14.1 In the course of employment with the Company, you may receive or be made privy to Confidential Information including but not limited to information relating to the Company, its employees, customers, affiliates, suppliers, vendors, licensors etc. that is not publicly available, trade secrets, and other Company property protected by intellectual property right laws.

14.2 You will be true and faithful to the Company in all matters relating to its activities, accounts and transactions whatsoever and, at all times, shall maintain a high standard of efficiency, integrity, secrecy and decorum.

14.3 You will:

i. keep secret and not at any time during the employment or following the termination of employment for whatever reason and whether directly or indirectly use, disclose, divulge, communicate or reveal to any person (natural or artificial) for your own or another's benefit, any Confidential Information which has come to your knowledge during the course of the Employment, other than for a legitimate purpose of the Company or the Group or with the prior written consent of the Company obtained as per Clause 14.4 below;

ii. during the Employment or following the termination of Employment use your best endeavours to prevent the publication, disclosure or use of any Confidential Information;

iii. not at any time during the Employment (except in the proper course of your duties under this Agreement) remove from the Group premises or copy or allow others to copy the contents of any document, computer disk, tape or other tangible item which contains any Confidential Information or which belongs to the Company or the Group; and

iv. enter into a Non-Disclosure Agreement ("NDA") with the Company, or if requested with any Group Company of the Company, on substantially the same terms as per Clause 14.3 (i) and ii) above or such terms as the Company may require to afford protection to the legitimate business interests of the Company or the Group. 14.4 The above restrictions at as per Clause 14.3 (i)-(iii) shall not apply to divulging or disclosing of information to such persons as

may be authorised by the Company in the course of Employment. The Company's decision as to who shall be permitted to disclose such Confidential Information shall be final and binding.

14.5 Further, the above restrictions as per Clause 14.3 (i)-(iii) above shall not apply to the disclosure of any information which:

i. is or becomes generally available to the public, other than as a result of your disclosure;

ii. is disclosed to you by any third party otherwise than in breach by such third party of any obligation of confidentiality to the Company or the Group; and

iii. is required to be disclosed by any applicable law, regulation or order of the Court or by any competent judicial, regulatory, governmental or other authority or governmental agency.

14.6 You will not use or attempt to use any Confidential Information in any manner which may injure or cause loss, directly or indirectly to the Company or any of its affiliates or group companies or parent or subsidiaries

14.7 Upon the termination of employment hereunder, you will be required to surrender to the Company all books, materials, papers, documents and any other property entrusted to him/her in the course of employment.

14.8 The confidentiality obligations herein shall survive the termination of employment with the Company.

15. Termination

15.1 Voluntary Termination:

a) Your appointment may be terminated by the Company by giving 2 (two) months' notice in writing to you or in lieu thereof, payment of a sum equal to 2 (two) months' gross salary in lieu thereof. You may also terminate this employment by giving 2 (two) months' notice in writing to the Company. Provided, however that, no notice or payment of salary in lieu of such notice shall be necessary on the part of the Company in the event of termination for Cause and/or any misconduct by you, which includes furnishing false or incorrect particulars / details to the company or obtaining appointment with the company by misrepresentation of facts.

b) During the notice period, you will not absent himself/herself from duty or seek that any un-availed leave be adjusted against the notice period. The Company, however, may at its sole discretion permit the un-availed leaves to be adjusted against the notice period.

c) Within the first 3 (three) months of employment, your employment may be terminated by either party with (15) days notice subject to mutual agreement.

d) Nothing in this Agreement shall prevent the Company from terminating your employment without notice if you have been dismissed per Clause 15.2 below.

e) Once the notice of termination has been given by either Party, the Company may at any time before the expiry of the notice period, require you to:

i. perform such duties as directed;

ii. perform no duties;

iii. not have any communication with any customer or prospective customer of the Company in relation to the business of the Company;

iv. not contact or have any communication with any employee, officer, director, agent or consultant of the Company in relation to the business of the Company;

v. not remain or become involved in any respect with the business of the Company except as required by the Company, including but not limited to not attending the Company's places of business; and

vi. furnish a certificate that you are not in possession of any confidential data either manually and electronically. In the absence of such certification, it shall be presumed that the employee has destroyed the confidential information available with him manually and electronically.

15.2 Termination for Cause:

a. The Company shall be entitled to terminate your employment with the Company summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to your continuing obligations under this Agreement) in any of the following events:

b. Upon dismissal per Clause 15.2 (a) above or the termination of your employment under Clause 15.1, you will forthwith return to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business of the Company or

i. if you have committed any criminal offence or been guilty of any gross misconduct whether during the performance of your duties or otherwise which, in the opinion of the Company, renders you unfit to continue as an employee of the Company or which would be likely adversely to prejudice the interests and/or reputation of the Company;

ii. if you willfully abuse or misuse the Company's computer system, or any password relating to that computer system or gain access to any file or load any information or program contrary to the Company's interests or procedures; or

iii. if any information relating to your suitability for employment provided to the Company pursuant to Clause 3 above, in the course of applying for employment is found to be materially false or misleading.

b. Upon dismissal per Clause 15.2 (a) above or the termination of your employment under Clause 15.1, you will forthwith return to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business of the Company or its customers or prospects, any magnetic disc on which information relating to the business is stored and any other property of the Company which may be in your power, possession, custody, care or control or which contain or refer to any confidential information and shall, if requested to do so by the Company, provide a signed statement that you have complied fully with the terms of this clause.

15.3 Termination for Misconduct

a) Without prejudice to the provisions of Clause 15.1 and Clause 15.2, this Agreement may be immediately terminated by the Company without any period of notice to you and, without any compensation or payment, on account of any misconduct by you.

b) The Company, if required under the applicable laws, may conduct an enquiry for ascertaining such misconduct and shall bring on record the evidence of such misconduct.

c) The term "misconduct" shall *interalia*, include the following circumstances:

i. an act of dishonesty or other misconduct by you during the performance of the duties under this Agreement in including such act(s) that is detrimental to the pecuniary interests, reputation or goodwill of the Company or results in pecuniary gain to you;

ii. theft or misappropriation by you of the property of the Company or commission of an act or acts by you constituting fraud against the Company;

iii. your consistent failure to reasonably perform his/her duties as provided in this Agreement or your failure to adhere to the provisions of Employee Hand book of the Company despite a warning notice being served by the Company upon you. Provided that such failure should be of nature that cannot be remedied to the Company's satisfaction, within a time acceptable to the Company.

iv. misconduct or negligence by you in the performance of your duties as provided in this Agreement;

v. habitual absenteeism, chronic alcoholism or any other form of addiction on your part that prevents you from performing the essential functions of your designation; For the purpose of this Agreement 'habitual absenteeism' shall mean unauthorized leave/absence of the employee from his/her duty on 2(two) or more occasions in a year;

vi. you being convicted of or charged with the commission of an offence involving moral turpitude; and

vii. you intentionally creating disrepute to the Company, his/her fellow employees, or customers of the Company or acting intentionally to bring disadvantages to the Company or its customers or vendors or affiliates.

d) Upon termination of this Agreement, you agree to immediately deliver to the Company, all of the Company's Confidential Information, property, equipment and materials (including correspondence, tapes, drawings, notes, plans or other documents of whatsoever nature and all copies thereof) made or compiled or required by you in relation to his/her duties under this Agreement and concerning the business, finances or affairs of the Company.

e) You agree that following a notice of termination of your employment, he/you shall co-operate fully with the Company in all matters relating to the completion of your pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate. On completion of all the exit formalities (as may be prescribed in the by the company time to time) to the Company's satisfaction, the Company shall issue a clearance certificate to you.

f) Pending termination of the employment with the Company, in case there is an enquiry being or to be conducted, the Company may at its sole discretion require you to not attend office for work but only report to the Company for the purposes of such enquiry or related proceedings and in such event only 50% of basic salary will be paid till the conclusion of such enquiry. In the event employee does not cooperate in the enquiry proceedings the Company may reduce the said payment from 50% to either 25% or even NIL as the circumstances may warrant in the Company's sole discretion.

15.4 Following the termination of employment, you will not represent yourself as being in any way connected with the businesses of the Company or of any other Group Company (except to the extent agreed by such a company).

16. Non- Competition and Non- Solicitation

a. Non- Competition: For the period of 12 (twelve) months after the termination of the employment, you will not directly or indirectly:

i. be employed, engaged, concerned or interested in any manner whatsoever (including but not limited to through partnership or as a shareholder, joint venture partner, collaborator, consultant, employee or agent) in a business which competes directly or indirectly with the whole or any part of the business carried on by Group in the UK, US, Singapore, India, or elsewhere, whether for your own account or for any other person, connected with, participate in, consult or otherwise associate with any other business, enterprise or venture that is the same as, similar to or competitive with the Company including IT/BPO/KPO/software development/data collection/business research. By way of example and not as a limitation.

ii. be employed, engaged, concerned or interested in any manner whatsoever (including but not limited to through partnership or as a shareholder, joint venture partner, collaborator, consultant, employee or agent) in any business whether for your own account or for any other person, carried on wholly or partly in competition or about to be in competition with any Restricted Business;

iii. canvass, solicit or seek, in any capacity whatsoever, any business, orders for products or services which are similar to or in competition with any Restricted Business from any customer (current as well as prospective);

iv. have any contact with any customer (current as well as prospective) of the Group in any manner whatsoever; and

v. induce or attempt to persuade any Key Employee to leave employment or engagement by the Company or any Group Company or offer employment or engagement (in any manner whatsoever) to any Key Employee.

b. Non-Solicitation: Notwithstanding anything contained herein, you should not during your employment and for a period of 5 (five) years from date of termination of your employment, without the prior written consent of Company, on your account or on behalf of any other person, not directly or indirectly, attempt to solicit, induce or hire, or enter into any employment and/or consulting agreement: (i) any current employees or consultants of Group, or (ii) any past employees or consultants of the Company who were employed or engaged during the preceding 12 months by the Company and/or Group Company.

c. Any benefit given or deemed to be given by you to any Group Company under the terms of Clause 16 is received and held on trust by the Company for the relevant Group Company. You will enter into appropriate agreements directly with other Group Companies if so required by the Company.

d. YOU SHOULD NOTE THAT THE COMPANY DEMANDS FULL COMPLIANCE WITH THE PROVISIONS MENTIONED IN CLAUSE 16 (a) AND CLAUSE 16 (b) AS A VITAL PROTECTION OF ITS BUSINESS INTERESTS AND IT WILL, IF NECESSARY, TAKE ALL STEPS TO ENFORCE THE SUCH PROVISIONS. YOU AGREE THAT DAMAGES ALONE MAY NOT BE A SUFFICIENT OR ADEQUATE REMEDY FOR ANY BREACH AND THAT INJUNCTIVE RELIEF MAY BE OBTAINED BY THE COMPANY OR ANY GROUP COMPANY AS THE CASE MAY BE.

17. Expenses and Deductions

a. The Company shall also reimburse all pre-approved expenses in writing properly incurred by you in the due and proper performance of your duties or responsibilities provided that supporting original vouchers and bills are furnished along with any request for reimbursement. All expenses need to be pre-approved by the Company controller as designated from time to time and failure to do so shall result in the expenses not being reimbursed.

b. You consent to the Company deducting from any sum otherwise payable to you by reason of the Employment (or its termination) the value of any claim that the Company may have against you, including but not limited to:

i. overpayment of remuneration;

- ii. overpayment of expenses incurred by you in carrying out your duties;
- iii. loans which the Company may have made to you from time to time; and
- iv. any advance on salary, which the Company may have made to you from time to time.

18. Amendments

18.1 The Company reserves the right to make reasonable changes to any of the terms and conditions of employment and you shall be notified of such changes by way of a general notice to all employees. Any such changes shall take effect from the date of the notice.

18.2 The Company shall give 1 (one) month's written notice of what it considers to be any significant change, either by way of an individual notice or a general notice to all employees.

18.3 Such significant changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period of 1 (one) month. Any such changes shall take effect from the date of the expiry of the notice period. If the Company receives a notification of objection within the prescribed period, the objection will be considered and if it cannot be resolved within a period of 30 (thirty) days from receipt of the objection, the Company will terminate your employment by giving you notice under Clause 15.1(a). The decision of the Company as to what constitutes minor changes of detail or significant changes shall be final and binding.

18.4 You shall not be entitled to make any changes or amendments to this Agreement.

19. Notices

Any notice or other written communication given under or in connection with this Agreement must be delivered personally or sent by registered post. The Company's address for service shall be its registered office or such other place as the Company may notify from time to time. Your address for service shall be the address given at the head of this Agreement or any other place that you may notify. Any notice or other written communication shall be deemed to have been served:

- i. If delivered personally, at the time of delivery; or
- ii. If posted, at the expiry of 4 (four) business days after it was posted (excluding the day of posting).

20. Dispute Resolution

- a) Except as provided herein, all disputes in relation to this Agreement shall be finally settled through arbitration.
- b) The arbitration shall be conducted by a single arbitrator to be appointed by mutual agreement.
- c) The arbitration proceedings shall take place in Agra.
- d) Each party shall equally bear the costs of arbitration.

21. Governing law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India and each party to this Agreement submits to the exclusive jurisdiction of the Courts of Agra.

22. Reasonable Restrictions and Equitable Relief

a) You agree that the covenants of Clause 23.1 (Exclusivity), Clause 16 (a) (Non-Competition) and Clause 16(b) (Non-Solicitation) contained herein are reasonable covenants under the circumstances and are necessary for the protection of the Company. You further covenant that by entering into covenants of non-compete, exclusivity and non-solicitation-contained in this Agreement, your livelihood shall not be impaired.

b) No remedy conferred under this Agreement shall be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy provided or now or hereafter existing at law, in equity, herein or otherwise. The election of any one or more remedies by the Company hereto shall not constitute a waiver of Company's right to pursue any other available remedy or remedies.

23. Miscellaneous

23.1 Exclusivity: During the Employment, you shall work exclusively for the Company and shall not, save with the Company's prior approval, be concerned with or engaged in whether as an employee, adviser, partner, consultant, contractor, director, shareholder or otherwise in any other business, trade, profession or occupation or hold any private or public office or serve in a voluntary or charitable organisation (whether or not in competition with that of any Group Company).

23.2 Entire Agreement: This Agreement sets out the entire agreement and understanding between the Parties in connection with the Employment and supersedes any previous contract or agreement between you and the Company.

23.3 Independent Right: Each of the rights of the parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to such Parties, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise

23.4 Severability: Should any of the provisions of this appointment become unenforceable or invalid at any time in terms of Indian Laws and Statutes prevalent at such time, such provision(s) shall be considered as having been severed from the terms of this Agreement and as having no further force or effect. Provided, however, that in such an event, the remaining provisions of this Agreement shall continue to have full force and effect, and the severed provision shall be so applied and construed as closest to what is intended herein and what may be permissible as per law.

23.5 Assignability/Transferability: The Company may transfer or assign its rights under this Agreement to its successors in title. You cannot transfer or assign any rights or obligations under this Agreement.

23.6 Personal Information: You would keep the Company informed about any change in his/her personal particulars. You agree to be personally responsible for renewal of all such personal documents (including passport, driving licenses etc.) which may have a bearing on his/her official duties or obligations.

23.7 The Company may hold and process, whether electronically or manually, the data it collects in relation to you in the course of the Employment for the purposes of the Company's management and administration of its business and of other employees and for compliance with applicable procedures, laws and regulations. The Company or its agents may transfer, store and process such data whether in India or any other place for the above purposes.

23.8 Further Assurance/Other terms

(a) You agree to perform (or procure the performance of) all further acts and things (including the execution and delivery of, or procuring the execution and delivery of, all deeds and documents that may be required by law or as may be necessary, required or advisable, to implement and give effect to this Agreement.

(b) You may be deputed for any special or required training by the management at any time during employment with the Company. In such an event, if desired by the Company you forthwith execute a further formal contract of service/training and you shall thereupon be bound by the terms and conditions of such further contract as well.

(c) You shall be subject to the rules and regulations of the Company in force from time to time.

**With Best Regards,
For VYQDA Technologies Private Limited**

Akansha Anthony
Operations Head
Human Resources

Electronically Sent Document. Signatures are not required.