

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** ("Agreement") is entered into and is effective as of **23 day of November, 2019** (the "Effective Date") by and between Synechron, Inc. ("Synechron") and **Mr. Saurabh Karnawat** ("Employee").

WITNESSETH:

WHEREAS, Employee wishes to be employed by Synechron pursuant to the terms and conditions set forth within this Agreement and Synechron wishes to employ Employee on such terms and conditions;

WHEREAS, Synechron and Employee wish to memorialize their understanding of the terms of Employee's employment with Synechron, and to specify certain rights, responsibilities and duties of Employee;

NOW, THEREFORE, based upon the premises and mutual promises set forth within this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1 – Scope of Employment

Employee shall be employed by Synechron as **Specialist - Technology** to provide services at Synechron's facilities and/or at Synechron's clients' facilities, as required by Synechron and/or such other duties as Synechron directs from time to time. During the term, Employee shall perform diligently and to the best of Employee's abilities those duties set forth in this Agreement in a manner that promotes the best interests and goodwill of Synechron and all Synechron affiliates ("Affiliates") and shall devote the whole of Employee's working time, attention, and abilities to the performance of Employee's duties hereunder. Employee understands and agrees that the nature of Synechron's business demands that Employee is flexible with her/his approach to work to serve the best interests of Synechron and its clients. Accordingly, Employee agrees to travel to client or other Synechron locations in the fulfillment of Employee's duties under this Agreement when required. Although Employee may be assigned to work at a client location, Employee shall at all times remain a Synechron employee, reporting directly and only to Synechron, and Synechron shall, at all times, retain supervisory and management control and will be responsible for training, performance evaluation, discipline and/or termination decisions during the term of employment. Employee shall not have the right to make any contracts or commitments for or on behalf of Synechron without first obtaining the express written consent of Synechron.

Section 2 – Background Checks

Prior to or upon commencement of employment, Employee shall be subject to a background check. Employee expressly authorizes Synechron to share the results of any and all such background checks with Synechron clients for whom Employee is performing services; for whom Employee's service is being sought; and/or for whom the use of Employee is being considered.

Section 3 – Compensation

Employee will be paid a base annual salary of **\$98000 (Ninety Eight Thousand US Dollars)**, which is inclusive of a **18% COLA**, payable in accordance with Synechron's normal payroll procedures. The COLA is calculated based on Employee's location, which is subject to change, at the sole discretion of Synechron, upon the provision of at least 30 days' prior written notice to Employee. This salary, subject to applicable deductions and withholdings, which

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are authorized or required by law, will be paid in semi-monthly installments, payable on the 15th and 30th day of each month.

Performance management cycles and reviews are periodically conducted. Performance reviews are conducted pursuant to eligibility criteria, performance management policies and performance managements cycles that Synechron may establish and/or publish from time-to-time and which are subject to change at the discretion of the Company. Performance reviews may or may not result in adjustments to compensation.

Section 4 – Expense Reimbursement

In the course of performing Employee’s job duties, Employee may be required to incur expenses for travel, communications, and similar expenses. Synechron will reimburse Employee for all reasonable, documented expenses of the types authorized by Synechron and incurred by Employee in the performance of Employee’s duties in accordance with Synechron’s Expense Reimbursement Policy. Employee is required to comply with any budget limitations, approval and reporting requirements that are established by Synechron as a condition of reimbursement.

Section 5 – At-Will Employment/Termination

Section 5.1 Term

Employment will commence on the start date and shall continue in force and effect until terminated by either party.

Section 5.2 At-Will Employment

The relationship hereby established between Employee and Synechron is that of employee and employer. The employment is at-will, meaning that either the Employee or Synechron may terminate the employment at any time, with or without cause, and with or without advance notice.

Section 5.3 Termination by Employee

This Agreement may be terminated by Employee at any time, with or without cause. As a matter of professional courtesy, it is requested that Employee provide at least fifteen (15) days’ advance notice of any voluntary termination of employment. In the event that Employee fails to provide at least fifteen (15) days’ advance written notice of termination, or in the event that Employee resigns from employment prior to the one year anniversary of Employee’s date of hire, Employee shall be required to repay Synechron for the expenses incurred by Synechron which were associated with the recruitment, training and/or relocation of Employee (exclusive of any immigration-related costs), up to an amount not to exceed Ten Thousand Dollars (\$10,000 USD).

Section 5.4 Termination by Synechron

This Agreement may be terminated by Synechron at any time, with or without cause, and with or without notice. Notwithstanding the foregoing, in the event of a “termination without cause” (as the term is defined within this Agreement to mean when, in Synechron’s sole determination, Employee has not violated the terms of this Agreement, violated any Company policy, (including, but not limited to, the Company’s policies against discrimination and sexual harassment), been convicted of a felony, or disregarded any lawful directive), Synechron will provide at least fifteen (15) days’ advance written notice of the termination. During the notice period provided,

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Synechron will advise whether or not Employee is required to continue to perform services or whether Employee may be relieved from active job duties during any part of, or all of, the notice period. If relieved of duties, Employee will be entitled to be paid through the remainder of the notice period (or paid an equivalent amount), provided that Employee executes a Separation Agreement and General Release prepared by and agreeable to Synechron. Otherwise, Employee will be paid through the last day of active employment, only.

Section 6 – Employee Representations

Employee represents that Employee's performance of all the terms of this Agreement will not breach or contravene any covenant or agreement undertaken by Employee in connection with any prior employment or business activity or any agreement to keep in confidence the confidential, proprietary, or trade secret information of or belonging to any third party.

Section 7 – Confidential Information

Section 7.1 Definitions

For purposes of this Agreement, "Confidential Information" means confidential information, proprietary information and/or trade secret information, and documentation related thereto, belonging to Synechron or any Synechron Affiliate (collectively, "Synechron") regarding Synechron's operations, methods, processes and practices, source code, software designs, revenues, marketing strategies and plans, business plans and projections, strategic partnerships and/or affiliations, product development plans, products, services, bidding and pricing procedures, internal performance statistics, financial data, operational or administrative plans, training manuals, handbooks and policy manuals, terms and conditions of contracts and agreements, information obtained from any client or customer that the client or customer considers or designates as confidential, any and all similar information related to the business of Synechron's clients or customers or potential clients or customers, as well as information pertaining to the Company's past, present and prospective clients or customers, including, but not limited to, identity, address, e-mail address, telephone numbers, telefax numbers, account numbers, unpublished price sensitive information, service requirements, and fees charged. The term "prospective clients or customers" is understood to mean those potential clients or customers with whom Synechron is currently, or within the prior six (6) months has been, engaged in active discussions/communications about a business relationship. "Confidential Information" shall not include information that is publicly available and generally known to the public.

Section 7.2 Use and Disclosure

Employee recognizes and acknowledges that Confidential Information constitutes valuable, special and unique assets of Synechron. Except as required to perform Employee's duties as an employee of Synechron, Employee shall not use or disclose to any third party any Confidential Information without the express written consent of Synechron. Further, Employee shall not advise of or disclose (to any third party or individual) any opportunities that Employee learns of as a result of being employed by Synechron or that Employee is introduced to by a Client of Synechron. This obligation of Employee shall continue indefinitely beyond the term of employment with Synechron. Any breach of this obligation by Employee, whether during the term of employment or thereafter, shall constitute a material breach of this Agreement, which the parties agree would cause irreparable harm to Synechron.

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Notwithstanding the provisions of Section 7 hereof, Employee may disclose Confidential Information to any party if and to the extent required by law and, if such disclosure is made in a manner which complies with the provisions of this Section 7, Employee shall have no liability on account of such disclosure, provided that: if Employee becomes legally required to disclose any Confidential Information, Employee – unless prohibited by court order or law - shall immediately notify Synechron of Employee’s obligation and intention to make such required disclosure, the specific Confidential Information which Employee is required to disclose and the party to whom or which Employee is required to make such disclosure so that Synechron, at its option, may seek a protective order or other appropriate remedy or waive compliance with the provisions of Section 7 hereof. If Synechron elects to seek a protective order or other appropriate remedy, Employee shall cooperate with, and not object to, any such action. If Synechron does not obtain the protective order or other remedy or waives compliance with the provisions of Section 7 hereof, Employee shall disclose only that portion of such Confidential Information which Employee is legally required to disclose. Further, Employee will not be held liable for disclosure of Confidential Information that (A) is made (i) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, is such filing is made under seal.

Section 8 – Non-Competition/Non-Solicitation/Non-Disparagement

Section 8.1 Non-Competition

In recognition of the highly confidential and proprietary nature of the Synechron's business methods and practices and value of Synechron’s business and client relationships, Employee shall not, during the term of this Agreement and for a period of one (1) year subsequent to the termination of Employee’s employment for any reason (regardless of the circumstances surrounding termination), directly or indirectly, in any manner whatsoever (i.e., either individually or on behalf of any other person or entity): work for or provide any services to any Client of Synechron or Client of any Synechron Affiliate either as an employee, consultant or agent of the Client, or as an employee, consultant or agent of a third party working for the Client.

For the purposes of this Agreement, “Client” shall be defined as any person(s), corporation, partnership or other entity that is a current customer of Synechron, has retained Synechron or a Synechron Affiliate to perform services, or to whom Employee has been introduced while employed by Synechron or has worked directly for as an employee of Synechron at any time within the 12-month period immediately prior to the termination of Employee’s employment.

Section 8.2 Non-Solicitation

In recognition of the highly confidential and proprietary nature of the Synechron's business methods and practice and value of Synechron’s business and client relationships, Employee shall not, during the term of this Agreement and for a period of one (1) year subsequent to the termination of Employee’s employment for any reason (regardless of the circumstances surrounding termination), directly or indirectly, as a principal, agent, employee, consultant, stockholder, partner, member, officer, director, owner, manager, or in any other capacity, for the benefit of any person or entity other than Synechron: (a) solicit or attempt to persuade any Client of Synechron not to do any business with or to reduce the amount of business it does with Synechron or any Synechron Affiliate; (b) solicit or

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attempt to solicit the business of any Client of Synechron (or any Client of any Synechron Affiliate); or (c) solicit for hire or hire any of Synechron's employees, independent contractors, or sub-contractors who were employed by or associated with Synechron during the six (6) months immediately preceding the termination.

Section 8.3 Non-Disparagement

Employee agrees to not, at any time, both during and after the termination of Employee's employment, disparage, defame or otherwise derogate Synechron or any other affiliate or related entity (collectively, "Synechron"), its management and/or Synechron's employees, clients, representatives or agents to any individual, entity, or to the public. Nothing herein, however, shall prohibit or restrict Employee from making any disclosure of information required by law or providing information to, testifying truthfully before, or otherwise assisting in any investigation or proceeding brought by any federal regulatory or law enforcement agency or legislative body.

Section 8.4 Recognition of Protectable Business Interests

The restrictions contained within this Section 8 (Sections 8.1, 8.2, and 8.3) are not intended to deprive Employee of an opportunity to earn a living in the same profession as that of Synechron. Rather, Employee agrees to abide by the restrictions in recognition of Synechron's legitimate and reasonable objective to protect its business interests, including, but not limited to, its client relationships and the confidential information that Synechron has developed about its clients, operations, markets, and services.

Section 9 – Work Made for Hire

Employee hereby acknowledges, and the parties agree, that throughout the world, Synechron is the sole, exclusive and perpetual owner of all copyrights, together with all intellectual property and all other rights, in any work performed by Employee in the course or scope of Employee's employment with Synechron or as directed by Synechron. To the extent not contrary to applicable law, Employee acknowledges and agrees that any and all inventions, discoveries, improvements, trademarks, copyrightable work, or other intellectual property created, produced, designed and/or developed, in whole or in part, individually or jointly with others, including, but not limited to any drafts, revisions, arrangements, adaptations, derivative works and other versions of such work which may heretofore have been created or which may hereafter be created and any other rights subsequently created during the term of Employee's employment with Synechron, and which is/are directly or indirectly within the scope of Synechron's past, current or planned future operations, are Synechron's exclusive property; and shall be immediately disclosed and assigned to Synechron; and further that all such work, from its inception, is a *work made for hire* for Synechron within the definition of Section 101 of Title 17 of the United States Code, or any successor provision, and any corresponding state law provisions.

Employee's above obligations to Synechron shall be continuous and ongoing and shall survive the termination of this Agreement. Employee covenants and agrees to transfer to Synechron all intellectual property rights and renounce any moral rights, as applicable, that Employee may have in any invention, idea, improvement, process, work, text, illustration, photograph, or computer program related to Synechron's activities. Employee agrees to sign, as applicable, during Employee's employment and subsequently, any document required to give effect to such transfer, including any document that would allow Synechron to file for registration of the relevant Intellectual Property Right (IPR) in any country in the world.

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Section 10 – Employee Benefits

During the term of this Agreement, Synechron shall provide Employee with employee and fringe benefits under the employee benefits plans and programs that are, from time-to-time, generally made available to similarly situated employees of Synechron, including health insurance benefits. Nothing in this Agreement shall require Synechron to maintain such plans or programs nor prohibit Synechron from terminating, amending or modifying such plans and programs, as Synechron, in its sole discretion, may deem advisable. In all events, including but not limited to the funding, operation, management, participation, eligibility, vesting, termination, amendment or modification of such plans and programs, the rights and benefits of Employee shall be governed solely by the terms of the plans and programs themselves, as provided in such plans, programs or any contract or agreement related to the plans and programs. Nothing in this Agreement shall be deemed to amend or modify any such plan or program.

To the extent required by any plan, Employee's participation in the plan or its benefits may be contingent upon an employee contribution or salary reduction agreement. Employee is eligible to participate in Synechron's health insurance benefit plan and Synechron bears 57% of the Employee's health insurance benefit costs, in accordance with the applicable insurance contract(s) and policies, and applicable state law. The amount of employer contribution is subject to change. Benefits offered to eligible employees as of the Effective Date of this Agreement include:

- Health Insurance
- Dental Insurance (Optional)
- Vision Insurance (Optional)

401K Plan: You are eligible to join the plan (Optional) if you satisfy all of the below requirements:

You are a Synechron Inc., employee

You are at least 21 years of age

You have completed 1(one) year of service with this US Entity of Synechron which is Synechron Inc., USA.

Section 11 – Paid Time-Off

Employee shall be entitled to annual Paid Time Off ("PTO") benefits, including paid personal days, paid sick days and holidays, pursuant to Synechron's PTO policies. Advance approval of Employee's reporting manager is required to ensure that the use of PTO does not interfere with the provision of seamless services to customers. Upon commencement of employment, Employee will receive 10 paid personal days and 5 paid sick days, pro-rated, for the initial year of employment or as otherwise required by applicable state law. Use and payment of PTO is governed by the terms of Synechron's policies contained within the Employee Handbook.

Section 12 – Return of Property

Upon termination of employment, regardless of the reasons for termination, Employee shall deliver and return to Synechron any and all property in Employee's possession which belongs to Synechron or its clients (including keys, credit cards, passwords, records, notes, data, memoranda, models and equipment – including phone and computer equipment).

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Section 13 – Equitable Relief

Employee acknowledges and understands that violation by Employee of any of the above covenants or restrictions set forth within Sections 7, 8, 9 and/or 12 will result in irreparable harm to Synechron, and that an award of money damages, alone, will not be adequate to remedy such harm. Consequently, in the event Employee violates or threatens (i.e. indicates - in any manner or form - to any person or entity an intention or desire to violate this Agreement) to violate any of the above covenants or restrictions, Synechron, in addition to any other rights and/or remedies provided at law or in equity, shall be entitled to both: (a) a preliminary or permanent injunction in order to prevent the continuation of such harm; and (b) money damages, including, without limitation, all reasonable costs and attorneys' fees incurred by Synechron in enforcing the provisions of this Agreement. Nothing contained herein shall preclude Synechron from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative.

Section 14 – Non-Exclusivity of Remedies; No Waiver

The enumeration herein of specific remedies shall not be exclusive of any other remedies. Any delay or failure by a party to this Agreement to exercise any right, power, remedy, or privilege herein contained, or now or hereafter existing under any applicable statute or law, shall not be construed to be a waiver of such right, power, remedy, or privilege. No single, partial, or other exercise of any such right, power, remedy or privilege shall preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege.

Section 15 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, via reliable commercial, overnight delivery carrier (such as Federal Express); or sent via United States Certified Mail, postage paid, return receipt requested, addressed as follows:

Synechron, Inc.

Mr. Saurabh Karnawat

1571 Sawgrass Corporate Parkway
Suite 100
Sunrise, Florida 33323

Section 16 – Choice of Law

This Agreement, and any disputes arising out of this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

Section 17 – Arbitration and Jury Trial Waiver

With the exception of any actual or threatened breach of the covenants described above and consistent with Sections 7 and 8 of this Agreement (which claims can be brought in a court of law or equity), any claims, disputes or other matters between the parties to this Agreement arising out of or relating to this Agreement, including any claims for breach of this Agreement or any claims in tort arising from the negligence or wrongful act of any party to this Agreement, shall be subject to and decided by arbitration unless otherwise agreed to by both parties in a written document signed by authorized representatives of both parties. Demand for arbitration shall be filed in

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writing with the other party to this Agreement and with the American Arbitration Association in Broward County, Florida. Arbitration shall be conducted in Broward County, Florida in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect before a three (3) person arbitration panel, unless the parties consent, in writing, to proceed with a single arbitrator, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. A demand for arbitration must be filed with the American Arbitration Association within ninety (90) days of the discovery of facts which establish the existence of such claim or the party asserting such claim shall be barred from recovery or prosecution of such claim.

The arbitrator will have no authority to award damages not measured by the prevailing party's actual damages, and may not, in any event, make any relief, finding or award that does not conform to the terms and conditions of this Agreement.

SUCH ARBITRATION AWARD SHALL BE FINAL AND BINDING UPON THE PARTIES AND, UPON EXECUTING THIS AGREEMENT, BOTH PARTIES ARE WAIVING THEIR RIGHTS TO A JURY TRIAL.

IN THE EVENT THE PARTIES LITIGATE ANY DISPUTE IN A COURT OF LAW, BY ENTERING INTO THIS AGREEMENT, THE PARTIES ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO A TRIAL BY JURY.

Section 18 – Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.

Section 19 – Entire Agreement; Modification

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties. The parties have executed this Agreement based upon the express terms and provisions set forth in this Agreement and have not relied on any communications or representations, oral or written, which are not set forth in this Agreement.

The covenants or provisions of this Agreement may not be modified by a subsequent agreement unless the modifying agreement: (i) is in writing; (ii) contains an express provision referencing this Agreement; (iii) is signed and executed on behalf of Synechron by a duly authorized officer of Synechron; and (iv) is signed by Employee.

Section 20 – Successors, Assignment & Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and legal representatives of the Employee, and shall inure to the benefit of and be binding upon Synechron and its successors and assigns. This Agreement shall not be assignable by the Employee.

Section 21 – Attorneys' Fees & Costs

Synechron will be entitled to legal fees and costs (including attorneys' fees, court costs, filing, forum and/or arbitrators' fees and costs) associated with the enforcement of this Agreement or legal fees and costs associated with a legal action for injunctive relief and/or damages resulting from any breach or threatened breach of this Agreement if it is a substantially prevailing party to any such legal action, whether in court, arbitration, or both.

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Section 22 - Severability

In the event that any provision of this Agreement is found by a court of competent jurisdiction or arbitration panel to be invalid or unenforceable as written as a matter of law, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the fullest extent consistent with law, continue in full force and effect. Accordingly, a court or arbitrator is authorized and requested to exercise its discretion in reforming any provision found invalid or unenforceable as written, such that the Employee shall be subject to non-disclosure, non-competition/non-solicitation/non-interference and intellectual property assignment covenants that are determined to be reasonable under the circumstances and enforceable by Synechron, to the fullest extent permitted under law.

Section 23 - Captions /Headings

Captions and Section Headings contained within this Agreement are for reference purposes, only, and shall not in any way affect the meaning, interpretation, or construction of this Agreement.

IN WITNESS WHEREOF, Synechron and Employee execute this Agreement on the day and year indicated below to be effective on the day and year first written above.

SYNECHRON, INC.



John Gaunt
Chief Human Resources Officer

Employee Name:
Mr. Saurabh Karnawat

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November 23, 2019

Employment Agreement Annexure (For Internal Use Only)

Name: **Mr. Saurabh Karnawat**

Emp. Code: **15177**

Designation: **Specialist - Technology**

Particulars	Amount (\$)
Base Salary	\$83051
Cola (18%- Tier 1)	\$14949
Total	\$98000

For,

SYNECHRON, INC.



John Gaunt
Chief Human Resources Officer

Employee Name:
Mr. Saurabh Karnawat

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