

CONDITIONAL EMPLOYMENT AGREEMENT

This agreement (hereinafter referred to as “**Agreement**”) is made at Hyderabad, India on this 3rd day of May, 2024 M/s. ‘**Kairos Technologies**’ a Private Limited company incorporated under Companies Act, 1956 and having its registered office at Plot No: 260, Krishi Alluri Building, Kavuri Hills, Madhapur, Hyderabad – 500 081, Telangana, India hereinafter called as “The Company/Employer” and also referred to as”, (which expression shall unless it is repugnant to the extent be deemed to include its successors, subsidiaries and assignees).

AND

Mr. Mohammed Khaja S/o Sri. Mohammed Rehamtulla R/o D. No-4/73, Rajupeta, Machilipatnam-521001, Krishna District, Andhra Pradesh, hereinafter referred to as the “**Employee**”, (which expression shall include his/her heirs, successors, assigns and representatives), the part of the second part.

WHEREAS:

- A. The Company is hiring a fresh Employee for the position, which would initially involve extensive training for imparting the required level of skills, for effectively carrying out the official responsibilities assigned to the Employee.
- B. The Employee undertakes to undergo the training methodologies as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner to deliver the business objectives.
- C. The Employee, as part of the consideration for the training efforts and costs involved, **agreed to sign an Agreement for not leaving the services of the Company, till 4th July 2025.**

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

1. That this Agreement shall have a stipulated time of Fourteen (14) months service to be completed by the Employee (hereinafter referred as the "Agreement Period) which **starts on 3rd May 2024 and ends by July 4th, 2025.**
2. The Employee acknowledges that substantial costs have been invested on him/her for training and for the purpose is to handle the job responsibilities and, if any discontinuance of training period before the expiry of Fourteen (14) Months term would unfairly prejudice the Company and as such the Employee undertakes not to leave the services of the company for any reason whatever for a minimum period of Fourteen (14) Months from the effective start date.
3. In case the Employee, for any reason, leaves the services of the Company before the said period of Fourteen (14) Months, then he/she shall forthwith to pay a sum of Rs. 2,88,000 /- (Rupees Two Lakhs Eighty-Eight Thousand only) being the indemnification of the cost of training to the Company. The Employee undertakes not to dispute the amount, and shall pay the amount, before requesting for formal relieving order from the Company & at the same time company has full right to initiate appropriate legal proceeding against the Employee.
4. In the case if the Employee leaves the Company within Fourteen (14) Months, the Company may at its discretion prorate the payback amount for the time worked and the Employee will have to pay the balance amount falls due after prorating.
5. That the said Employee shall be just and faithful to the Company in all matters and shall not at any time except under legal process, divulge to any person whosoever and shall use his best endeavors to prevent or disclosure of any secret or any business process or any confidential matter or information concerning management decision of the Company or of its dealings, transactions, or affairs which may come to his knowledge.
6. That any dispute or difference arising out of this Agreement shall be resolved through Arbitration. The sole Arbitrator, appointed in consultation with parties shall conduct such Arbitration. The venue shall be Hyderabad.
7. That the Company has full right to transfer, suspend or terminate the Employment of the Employee in case if he/she breaches any of the above provisions & founds dishonest to the Company at any moment of his/her Employment, not able to meet the expectations of the assigned role, unable to deliver the responsibilities as per the instructions, Company can withhold the Salary or/and Experience letter of the said Employee until the final clearance of the matter.

8. The employee shall be entitled to receive the salary increments applicable for the year 2023, which shall be implemented in July 2024.
9. In the event that the client's project in which the employee is currently engaged is completed, suspended, or canceled for any reason during the term of this agreement, the employer shall consider the employee as a bench resource while evaluating the performance of the employee.
10. As a bench resource, the employee shall be provided with opportunities and support to upskill and prepare for other projects within the organization until the expiration of the agreement period.
11. The parties shall be entitled to specific performance of their rights under this Agreement.
12. This Agreement shall be subject to the jurisdiction of the courts in Hyderabad, Telangana and shall be construed in accordance with the laws of India.
13. The said Employee shall not discontinue his/her training till the end of this Agreement period.

In presence of witnesses, this Agreement is signed at the place and date and the year first mentioned hereinabove.

Employer Name

Employee Name

Signature of the Employer

Signature of the Employee

Date

Date

Signature of Witness – 1

Signature of Witness – 2

Exhibit I
(Training Details)

Name of the Employee : Mr. Mohammed Khaja

Training Duration : 3rd May 2024 to 4th July, 2025

Mode Training : Blended Model

Details of Training : Skills related to ongoing projects, upcoming projects, and soft skills.

Exhibit II

Details of Training expenses for Mr. Mohammed Khaja

Expenses	Amount (Rs)
Total Amount	INR. 2,88,000/-