

**APPOINTMENT LETTER****Date: 27 Jun 2022****Mr. Nikhil Kumar,
Hyderabad****Subject:** Offer of appointment for the position of “**Associate Software Engineer - I**”Dear **Nikhil**,

With reference to your application and subsequent interviews you had with us, we are pleased to make you an offer of employment with HighRadius.

You are appointed as “**Associate Software Engineer - I**” effective **01 Jul 2022**, your CTC will be **Rs. 8,00,000 (Rupees Eight Lakhs Only) per annum**, the breakup of which will be as provided in Annexure A and subject to income taxes, payment of provident fund and other statutory deductions.

However, the structure of your compensation may be altered / changed from time to time in line with the compensation policy and practices of the Company. This offer is based on your being and remaining medically fit as required under Company's policies.

Your place of work will be at **Hyderabad**. You will be on probation for a period of **Three (3)** months. During the probation period, the Company may terminate your employment by giving you a notice of one (1) month or salary in lieu thereof.

If the above terms and conditions are acceptable to you, please sign and return the duplicate copy of this letter in token of your acceptance on or before valid date and arrange to report for duty on or before the date mentioned above, failing which this offer shall automatically stand cancelled without any further reference to you.

With best wishes and looking forward to a mutually fruitful association.

Yours sincerely,

For HighRadius

DocuSigned by:

Neha Srivastava

Name: Neha Srivastava

Title: Associate Vice President– People & Culture

DocuSigned by:

Nikhil Kumar

Employee signature:

Date

7/4/2022

:

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019www.highradius.com

DocuSigned by:

Nikhil Kumar

Highly Confidential

56FEEDAB33554CC...

7/4/2022



ANNEXURE – A

Name: Nikhil Kumar

Designation: Associate Software Engineer - I

Location: Hyderabad

| Sno | Particulars | Monthly (Rs.) | Annualized (Rs.) |
|----------|------------------------------------------------|---------------|------------------|
| A | Gross Pay | 55357 | 664284 |
| 1 | Basic | 27679 | 332148 |
| 2 | HRA (40% of Basic) | 11072 | 132864 |
| 3 | Leave Travel Allowance (LTA) | 2768 | 33216 |
| 4 | Telephone Reimbursement | 2500 | 30000 |
| 5 | Vehicle maintenance reimbursement | 0 | 0 |
| 6 | Special Allowance | 11338 | 136056 |
| | Total Gross Pay | 55357 | 664284 |
| B | Variable Pay | | |
| 7 | Performance Linked Variable Pay (PLVP)* | 0 | 80000 |
| | A + B | 55357 | 744284 |
| C | Benefits | | |
| 8 | Insurance (GMC,GPA,GTL) | 1512 | 18144 |
| 9 | Gratuity | 1331 | 15972 |
| 10 | Company's Contribution to PF | 1800 | 21600 |
| 11 | Company's Contribution to ESIC | 0 | 0 |
| | Total Benefits | 4643 | 55716 |
| D | Total CTC (A+B+C =D) | 60000 | 800,000 |

Performance Linked Variable Pay (PLVP):

You will be eligible for a performance linked variable pay, the amount will be paid out in the range of 0-100%, on the basis of your individual performance. It is prorated to the duration spent with HighRadius Technologies for a calendar year.

Optional Benefits: i) Parental Insurance for Rs 3lakhs is an optional benefit and payable by self. ii) You can enroll for Axis Meal card as tax benefit upon joining.

Note: All the above mentioned are subject to change based on the statutory regulations of the country and on the discretion of the management.

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

Highly Confidential

56FDDAB33554CC...

7/4/2022

**ANNEXURE – B**

The Employer & Employee agree as follows:

- a) To pay the Employee a salary at the rate of **Rs. 664284/- (Rupees Six Lakh Sixty Four Thousand Two Hundred and Eighty Four only)** per annum payable in accordance with the Employer's regularly scheduled pay period, i.e. every month. This includes all the benefits. The breakup is presented in Annexure A.
- b) To pay the Performance Linked Incentive, maximum amount of **Rs. 80000/- (Rupees Eighty Thousand)** per annum payable in accordance with the Employer's regularly scheduled pay period, i.e. every twelve months.
- c) That the employee shall be given 24 Earned Leaves and 10 National holidays as observed by the company. In addition, leaves greater than 4 days must be approved at least 60 days in advance by the Line Manager.
- d) Either party can terminate this employment by serving a notice period of minimum 1 month during the probation period or a notice period of 3 months upon probation confirmation. In lieu of notice period both parties agree to pay gross salary subject to the company's discretion.
- e) The Insurance coverage available to the employees of Highradius are:
 - i) Group Medical Coverage: Provided by company
 - ii) Group Personal Accident: Provided by company
 - iii) Group Term Life: Provided by company
 - iv) Group Parental Insurance: Paid by Employee (Annually)

At the time of joining, you are requested to bring the following documents (Wherever applicable) in Original, along with a copy of each.

- a) Certificates supporting your educational qualifications along with marks sheets
- b) your latest salary slips or salary certificate
- c) your relieving letter from the present Employer
- d) Service certificate from the Present Employer
- e) Form 16 or Taxable Income Statement duly certified by previous employer (Statement showing deductions & Taxable Income with break-up)

Please bring all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FDDAB33554CC...

Highly Confidential

7/4/2022



ANNEXURE – C

This Employment Agreement ("Agreement") is made by and between HighRadius (hereinafter referred to as the "Company") having its unit at HighRadius Technologies Pvt. Ltd. Office-3, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019 and **Mr. Nikhil Kumar**, hereinafter referred to as the "Employee"). The Company and the Employee may hereinafter be collectively referred to as the "Parties", and individually as a "Party". WHEREAS, the Company has engaged the Employee to perform services ("Services") as he/she may be directed to perform for the Company or its client(s) ("Client"), from time to time;

WHEREAS, Company's engagement and continual employment of the Employee is conditioned upon the Employee's express acceptance of and adherence to the terms set forth in this Agreement and any deviations from such terms or from the spirit of the Agreement shall be grounds for immediate and summary dismissal of the Employee and initiation of legal proceedings against Employee;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Probation

- 1.1. Employee shall be on probation for **Three (3)** months from the date of joining;
- 1.2. Employee shall be confirmed, at the sole discretion of the Company, depending upon his/her performance and conduct during the probation period. Employee's performance and conduct will be evaluated and assessed throughout the probation period as per Company's guidelines. The Employee will be evaluated and assessed, among others, on his/her performance, attitude towards work, conduct, satisfactory reference and background checks;
- 1.3. Employees shall be confirmed in writing upon successful completion of the said probationary period.
- 1.4. If, during the probation period, Employee's performance or conduct is not up to the standards set in these guidelines, Company may at its own discretion:
 - i. Extend the probation term to provide the Employee opportunity to show improvement;
 - ii. If no confirmation is made in writing at the end of the probation period, it will be deemed to have been extended until the company confirms you in writing.
 - iii. Company reserves the right to terminate his/her employment after giving one month or salary in lieu of the notice period.
 - iv. The Employee may terminate this Agreement at any time during probation upon providing one (1) month notice or One (1) month salary along with taxes as applicable
- 1.5. Upon confirmation, the Employee shall be eligible for performance reviews in accordance with the Company policies and to be considered for increments and promotions.

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FDDAB33554CC...

Highly Confidential

7/4/2022



2. Employment

- 2.1. During the "Term" (as defined below), Employee agrees to perform such duties and responsibilities under this Agreement as his/her supervisor(s) may, from time to time, request, which duties and responsibilities will be commensurate with Employee's position with the Company. Employee agrees to devote his/her full business time, attention, energy and best efforts to fully and prudently perform such duties and responsibilities in good faith;
- 2.2. During the Term, Employee agrees not to engage in any other business activity, regardless of whether such activity is pursued for profit, gain or other pecuniary advantage, without the prior written consent of the Board or the senior management of the Company, which may be granted or withheld in its sole and absolute discretion;
- 2.3. The Employee shall serve the Company or any of its subsidiaries, associates or affiliates or Clients in India or abroad (as the case may be) to which Employee may be deputed to, for a fixed period of time; and
- 2.4. You may be required to work in shifts and/or in extended working hours as permitted by law. You may be required to work beyond your existing working hours depending upon the business requirements/exigencies from time to time.
- 2.5. The Employee represents that the Employee is not a party to any agreement that restricts his/her right or ability to freely carry out the Employee's duties hereunder

3. Compensation and Other Employee Benefits

- 3.1. Employee shall be paid remuneration for his/her services ("Salary"), subject to TDS, payment of provident fund and other statutory deductions, as detailed in Annexure A of the Offer Letter.
- 3.2. The salary shall be paid in accordance with the Company's regular payroll practices, as modified from time to time. The performance and compensation review of the Employee shall be done as per the existing policies of the Company.
- 3.3. The Employee will be expected to work for such time and hours as may prescribed under the policies of the Company or may be reasonably required to complete his/her duties.
- 3.4. The Employee shall be entitled to leaves and vacations as per the Company policies. Vacation days can be taken only after completing the probation period. However, management of the Company shall review any specific requirement of leave for emergency, medical or other necessity during probation.
- 3.5. Employee will be entitled to participate in the Company's employee benefit plans and programs in effect from time to time, as and when appropriate, including, without limitation, employee stock option plans, medical reimbursement plans and group life, health, long-term and short-term disability and other insurance programs, if any, as applicable to the Employee; provided, however, the Company will be under no obligation to adopt or maintain any fringe benefit program, whether or not such fringe benefit program is in existence as of the Joining Date or whether Employee is eligible to participate therein.

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FEEDAB33554CC...

Highly Confidential

7/4/2022



4. Reimbursement of Costs Received

- 4.1. The parties mutually agree that where the Employer / Company reimburses to the Employee cost for relocation like expenditure for travel for the Employee and his/her family, hotel accommodation, transportation of household items, sign on bonus, pays for the notice period of employee etc. to the earlier Employer Company, the Employee undertakes to work for a minimum period of 24 months. Further any other benefit which the Employee gets for joining shall be reimbursed to the Employer / Company if the employee fails to continue in employment with the Company for a period of 24 months
- 4.2. If the Employee for any reason does not join after availing the benefits or terminates his / her employment before 24 months, in that event the employee undertakes to reimburse to the Company / Employer all the amounts so received. The Company / Employer shall have a right to withhold any amounts payable to the Employee and the Employee shall not have any right to contest or protest against the same.
- 4.3. If the Employee for any reason does not join after availing the benefits in that event the Employee undertakes to reimburse to the Company / Employer all the amounts so received.
- 4.4. For any reason your Employment with the company is terminated such that you will cease to be an employee before the completion of 24 months, in that event the Employee undertakes to reimburse to the Company / Employer all the amounts so received. The Company / Employer shall have a right to withhold any amounts payable to the Employee and the Employee shall not have any right to contest or protest against the same.

5. Retirement

- 5.1. The Employee will automatically retire on attaining the age of 58 years or as per the Company rules and regulations; and
- 5.2. The Employee may be retired earlier if found medically unfit to perform the tasks and challenges presented by his/her respective position.

6. Appraisal/Assessment

- 6.1. The Company believes in excellence and for its promotion has a strong assessment and appraisal system in place. This system of half yearly appraisal/assessment will provide the Employee adequate opportunity for continual improvement.
- 6.2. In case of either party terminate this Agreement for any reason including resignation, termination, or serving notice period of resignation etc Employee will cease to be part of appraisal process and will not be eligible for any payment due under Incentive Plan, variable pay or any kind of bonus.
- 6.3. Company may have or may launch, from time to time, performance improvement initiatives and plans and may require the Employee to join the same. The Company reserves the right and discretion to instruct an Employee whose assessment/appraisal is not positive to join and attend such initiatives/plans to enable the Employee to improve his/her performance and to enable the Company to reassess the Employee's performance.

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FFDDAB33554CC...

Highly Confidential

7/4/2022



- 6.4. Compensation Reviews occur every year in January. Employees are eligible for an annual review only after completion of a minimum of 6 months or maximum of 18 months employment. Review will happen in January.
- 6.5. Employees in the process of separation are not eligible for performance appraisal irrespective of relieving date.

7. Code of Conduct

During the period of employment:

- 7.1. The Employee will serve honestly, faithfully, diligently and efficiently for the growth of the Company;
- 7.2. The Employee's conduct shall be in conformity with the code of conduct, as in force from time to time;
- 7.3. Further, the Employee shall carry out the instruction in letter & spirit, given by his/her superiors and shall not disobey any instructions given;
- 7.4. The Employee shall not indulge in any unethical practices like "go slow" or non-cooperation, etc.; and
- 7.5. The Employee would be required to apply & maintain the highest standards of professional and personal conduct and integrity and comply with all the policies and procedures of the Company with punctuality.
- 7.6. The compensation details are highly-confidential and the offer letter is an agreement between the Employee and the Employer. The compensation and benefits must not be discussed / compared with co-employees. Failure to adhere to this compliance will result in termination.

8. Confidential Information and Non-Disclosure

- 8.1. Employee is aware that, during the course of his/her employment with Company, information related to the Company or its Client may be disclosed to him and all such information as used in this Agreement, including, without limitation, information relating to Company's or its Client's products and services or to its research and development projects or plans, information relating to Company's or its Client's business, marketing and sales plans, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about Company's or its Client's employees, contractors, customers or suppliers information not limited to technology, tools, processes, methods, business, data, pricing methods, software code, vendor and customer information and lists, employee lists, data handling methodology and processes, and research processes and strategies, business process and any other information related to any project information marked or otherwise identified as confidential, restricted, secret, or proprietary, including information acquired by inspection or oral or visual disclosure or disclosure through electronic media, any other information disclosed under circumstances in which a reasonable person would understand that such information is confidential and proprietary to the disclosing party ("Confidential Information").
- 8.2. In addition to this, Confidential Information includes all Work Products (as defined below), the affairs of the Company and any and all information, whether written or oral, which directly or indirectly relates to internal controls, computer or data processing programs, algorithms,

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FDDAB33554CC...

Highly Confidential

7/4/2022



electronic data processing applications, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts transactions, proposed transactions, security procedures, trade secrets, R&D activities, know-how, or inventions of the Company or/and its subsidiaries/affiliates/associate companies or any Client, agent, contractor or vendor, or any other information that comes to Employee's knowledge by reasons of his/her employment with the Company.

- 8.3. Company may disclose its own Confidential Information as well as that of its affiliated companies. All such information shall be protected by this section.
- 8.4. Confidential Information is the sole and exclusive property of the Company or its Client and shall be used only as expressly permitted in this Agreement and for the purposes of rendering Services to the Company or its Clients. Confidential information shall not be disclosed or revealed by the Employee to any third party at any time without the express written consent of the Company.
- 8.5. This contractual obligation of NDA is valid for the entire service period of the employee and includes all formal designated locations and roles of work approved by High Radius
- 8.6. Employee is aware that, during the course of his/her Employment with Company, Confidential Information, as defined above, related to the Company or its Client would be disclosed to him. The Employee agrees:
- 8.7. that any Confidential Information, including but not limited to, written, audio, electronic or visual embodiments thereof, is the property of Company or its Client and is to be held by him in trust solely for the benefit of the Company and shall not be used or copied for purposes not specifically provided herein or disclosed to others at any time;
- 8.8. that all original material including programs, disks, cards, decks, tapes, listings, including notes, extracts, copies, summaries or other reproductions of any kind and other programming documentation originated and prepared for or by the Company or its Client is material deemed to contain Confidential Information;
- 8.9. that he/she shall undertake to protect the Confidential Information disclosed to him/her, using the same degree of care as the Employee uses to protect his/her own comparable confidential and proprietary information to prevent its unauthorized use, disclosure, dissemination or publication, but no less than a reasonable degree of care;
- 8.10. that the Employee may disclose Confidential Information only to authorized persons who have a need to know and are bound by obligations of confidentiality;
- 8.11. that any permitted reproduction of Confidential Information shall contain all confidential or proprietary legends which appear on the original;
- 8.12. that upon the termination of his/her services with Company or request by the Company, whichever is earlier, Employee shall return to the Company all documents and property of the Company or its Client, including but not limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to Company's or its Client's business, or in any way obtained by him during the course of his/her Employment. Employee further agrees that the Employee shall not retain copies, notes or abstracts of the foregoing;

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FDDAB33554CC...

Highly Confidential

7/4/2022



- 8.13. that Employee shall not during or any time after the termination of his/her services with Company, use for himself or others, or disclose or divulge to others any trade secrets, confidential information, or any other proprietary data of the Company in violation of the confidentiality obligations of this Agreement; and
- 8.14. That the Employee shall promptly advise the Company in writing of any unauthorized use or disclosure of Confidential Information of which the Employee becomes aware and shall provide reasonable assistance to Company India to bring about the cessation of such unauthorized use or disclosure.
- 8.15. Breach of this provision shall be treated as a gross violation of the terms stipulated herein and may be treated as a serious offense resulting in prosecution, in addition to his/her services being liable to be terminated without notice as provided in Section 13.7.
- 8.16. In the event that disclosure of any Confidential Information is required under any applicable laws or directions or order of any statutory/regulatory authority or of any Court of competent jurisdiction, the Employee shall, upon becoming aware of such requirement, direction or order, promptly inform the Company of the same.

9. Ownership of Intellectual Property:

Any work done or created in the course of or as a result of the Employee's employment with the Company ("Work Product") and all such Work Product that is reduced to fixed form or otherwise capable of protection under the applicable intellectual property laws will be deemed to be "work made for hire" and will be the sole and exclusive property of the Company. All letters patent or copyrights mask work rights, exhibition rights, registration rights and other proprietary rights thereto, and any and all renewals thereof and that may be obtained therefore, shall be the property of the Company. Employee agrees to do every act and thing requisite to vest such rights in the Company without any consideration to the Employee other than or in addition to the consideration provided herein.

Employee will, during his/her relationship and at any time thereafter, at the request and cost of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require: (I) to apply for, obtain, register and vest in the name of Company alone (unless Company otherwise directs) letters patent, copyrights, trademarks or other analogous protection in any country throughout the world to any such Work Product and when so obtained or vested to renew and restore the same; and (ii) to defend any judicial, opposition or other proceeding in respect of such applications and any judicial, opposition or other proceeding or petitions or applications for revocation of such letters patent, copyright, trademark or other analogous protection.

In the event Company is unable, after reasonable effort, to secure Employee's signature on any application for letters patent, copyright or trademark registration or other documents regarding any legal protection relating to a Work Product, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by Employee.

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

Highly Confidential

56FFDDAB33554CC...

7/4/2022

**10. Non-compete**

During the Term and for a period of one year following the effective date of the termination of Employee's employment for any reason whatsoever, Employee will not, directly or indirectly, individually or in combination or association with any other person or entity, whether as an officer, director, employee, shareholder, member, partner, joint venture, sole proprietor, agent, independent contractor, consultant, advisor or otherwise, whether or not for pecuniary benefit, engage in or own (in whole or in part), manage, loan money to, operate or otherwise carry on any business which competes with the business of the Company.

11. Non-Solicitation of Clients and Prospects

During the Term of Employment and for a period of one year following the effective date of the termination of Employee's employment with the Company for any reason whatsoever, Employee will not, directly or indirectly, for his own benefit or the benefit of any third party (a) hire or contract for the services of any employee of Company, (b) call upon any Company's Clients for the purpose of soliciting, selling, or both, any product or service that can or may be used in substitution for or replacement of services or products offered by Company, (c) solicit or have any discussion with Company's Clients or any employee of the Company concerning any assignment or independent contracting with any other entity, and/or (b) induce or attempt to influence the Company's Clients or any employee or any other person working for the Company to terminate any assignment or other contractual arrangement with the Company.

12. Representations of the Employee

Employee represents to the company that:

- 12.1. All information and documents furnished by the Employee in support of his educational qualifications and professional experience are correct and true.
- 12.2. Employee has never been convicted of any offence.
- 12.3. The Employee has never, at any time in the past, been found to have indulged in any act of moral turpitude by any of his/her previous employers, statutory/regulatory authority or court. There are no pending inquiries or proceedings by previous employers or any statutory/regulatory authorities or in any court.
- 12.4. Taking employment with the Company will not result in any conflict with existing statutory or contractual obligations of the Employee.

13. Term and Termination

- 13.1. Employee's employment with the Company commences on the date of joining ("Joining Date") and will continue until terminated by the Company or by Employee in accordance with this Agreement. The period of time commencing on the Joining Date and concluding with the termination of this Agreement shall be referred to as the "Term".
- 13.2. The Employee of the Company is expected to act in consonance with the policies of the Company, maintain discipline, confidentiality, and follow the non-disclosure norms. Employee shall strictly adhere to the rules and regulations as laid down by the Company from time to time. The Company reserves the right to terminate, without notice, the employment of the

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FDDAB33554CC...

Highly Confidential

7/4/2022



Employee if he/she misbehaves or acts in a manner which is inconsistent with the policies of the Company and prejudicial or harmful to the interest of the Company.

- 13.3. As part of any performance assessment process, the performance of Employee is found to be poor, not satisfactory or not in line with company goals, Company reserves to terminate this Agreement at any time upon providing one (1) month notice or one (1) month salary in lieu thereof.
- 13.4. The Employee may terminate this Agreement at any time upon providing one (1) month notice or One (1) month salary along with taxes as applicable in lieu thereof in case company desires Employee to work contrary the career objectives or expertise for which Employee is hired for.
- 13.5. Either party may terminate this Agreement at any time upon providing to the other a ninety (90) days' notice or ninety (90) days' salary in lieu thereof. Without limiting to Clause 1.3, 13.3, 13.4 and notwithstanding anything provided in this Agreement, the Company may terminate this Agreement at any time upon providing to the Employee a ninety (90) days' notice or by paying severance compensation, i.e., ninety (90) days' salary in lieu of the notice. The Employee may terminate this Agreement at any time upon providing to the Company a ninety (90) days' notice, or, at the Company's sole discretion, paying severance compensation, i.e., ninety (90) days' salary along with taxes as applicable in lieu of notice. Where the Company refuses to accept the severance compensation from the Employee, the Employee shall be bound to serve the full notice period as contemplated herein. In the event, it appears to the Company that an Employee serving the notice period is slacking off or has become unproductive and is not putting in 100 percent to the job at hand, the Company may, at its discretion, require such Employee to provide severance compensation for the remaining part of the notice period and upon receipt of such severance compensation or part thereof, as the case may be, relieve the said Employee by issuing relieving letter.
- 13.6. Absence for a continuous period of five (5) business days without prior approval of the immediate manager or supervisor, (including overstay of leave) or during crucial project execution days shall be treated as unauthorized leave and shall give Company the right to terminate the Employee without notice or explanation. There shall not be any notice period or notice pay for termination of employment in this situation.
- 13.7. The Employee will be governed by the Company's code of conduct/policies and if there is any breach committed, or non-performance of contractual obligations on the part of the Employee, including but not limited to the obligations relating to Confidentiality (Section 8) and Non-Compete (Section 10) of this Agreement or as stated in any other agreement executed between the Employee and the Company, violation of the Company policies, or unethical or unprofessional conduct, his/her services may be terminated immediately and without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein. Company further reserves its right to invoke other legal remedies as it deems fit, to protect its legitimate interests.
- 13.8. Reference check would be made from Employee's previous employers, in case there is any adverse report against the Employee, which may be detrimental to the interests of the Company or if the information furnished by the Employee is not true, Company reserves the right to terminate Employee's services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation of facts. Employee may also be liable for termination forthwith if it is found that the Employee had indulged or has been indulging in drugs and narcotics abuse or in any criminal activities or had any criminal record.

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FDDAB33554CC...

Highly Confidential

7/4/2022



- 13.9. Employee will return all assets of the Company in his/her possession within [ten (10)] calendar days after the termination of this Agreement. In case of damage, other than normal wear and tear, to or loss of any asset of the Company in the possession of the Employee, the Employee shall be liable to replace such asset or refund the cost of the same to the Company.
- 13.10. Upon separation from the Company on account of either resignation or termination, Employee shall be issued a relieving letter only on returning all the assets and properties of the Company, including but not limited to documents, files, books, papers and memos in the possession or custody of the Employee and obtaining appropriate acknowledgements. Thereon the Employee's accounts will be settled accordingly.

14. Survival

The Employee's obligations under this Agreement, unless provided otherwise, shall continue for a period of two years after Termination of his/her Employment.

15. Assignments/Transfer/Deputation

- 15.1. The initial place of work of the Employee will be at **Hyderabad**. However, Employee services are transferable, and the Employee may be assigned, after reasonable notice and mutual consultation, to any location in India or abroad where the Company or any of its subsidiaries conduct business;
- 15.2. Company also reserves its right to assign the Employee on training/deputation/secondment/transfer/assignment to its subsidiaries, affiliates or associate companies, to its sub-contractors, and its Client's locations, and the Employee shall have no objection to the same;
- 15.3. The Employee shall, only at the request of the Company, enter into a direct agreement or undertaking with any Client to whom his/her services are to be rendered, thereby accepting the restrictions of the Client, which may reasonably require imposing such restriction for the protection of its legitimate interests. Employee would be governed by the terms & conditions of service applicable to the new assignment, without any financial loss.

16. Notices and Communication:

- 16.1. All communications between the Parties hereto shall be deemed to have been effectively served if addressed to the following address as:

Company:

Name: Neha Srivastava
 Title: Associate Vice President– People & Culture
 Address: 4th Floor, Campus-3
 KIIT, Bhubaneswar
 Khordha, Odisha-751024
 E-mail: babbapnc@highradius.com

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

Highly Confidential

56FDDAB33554CC...

7/4/2022

**Employee:**

Name: Mr./Ms. Nikhil Kumar
Address: near breaktime , panposh town , rourkela 769004
Phone: 7684933693
Personal E-mail: nk098238@gmail.com

- 16.2. Any change in the above addresses of any of the concerned Parties i.e., the Company and the Employee, shall be intimated to the other Party by the concerned within a period of 7 (seven) days of such change and in the absence of such intimation, the addresses mentioned above shall be deemed to be the addresses of the concerned Parties;
- 16.3. All notices and other communications required or permitted to be given under the provisions of this Agreement shall be in writing in English and shall be deemed given upon the earlier of delivery, if by hand, upon receipt, if sent by mail (certified or registered mail, return receipt requested, postage prepaid) or by an internationally recognized courier service or by telecopy or facsimile transmission (with request of assurance of receipt in a manner customary for communication of such type) and immediately, if sent by email.

17. Company Policies

- 17.1. The terms and conditions of this Agreement are based on Company policies, procedures and other rules currently applicable and are subject to amendments from time to time. The Employee shall abide by other rules and regulations of the Company as shall be in force from time to time;
- 17.2. In all matters, including those not specifically covered herein, such as travelling, leave, insider trading policy, etc., the Employee will be governed by the rules of the Company as may be framed from time to time.

18. Successors and Assigns

This Agreement shall be binding on the successors and permitted assigns of the Company and shall inure to the benefit of and be enforceable by and against its successors and permitted assigns. This Agreement is personal in nature and the Employee cannot assign this Agreement without the prior written consent of Company. The Employee however agrees that the Company may assign all rights under the Agreement along with the sale of all or substantially all of the assets of the business, or merger, or a change of control.

19. Entire Agreement

This instrument contains the entire understanding and agreement between the Parties relating to the subject matter hereof and all prior oral and written agreements are extinguished, and neither this Agreement nor any provision hereof may be waived, modified, amended, changed, discharged or terminated, except by an agreement in writing signed by the party against whom enforcement of any waiver, modification, change, amendment, discharge or termination is sought.

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FDDAB33554CC...

Highly Confidential

7/4/2022



20. Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, and both of which counterparts shall together constitute a single agreement. The Employee shall be provided a certified photocopy of this Agreement or any subsequent agreement between the Parties.

21. Severability

If any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. There shall be substituted for any such Provision held invalid, illegal or unenforceable, a provision of similar import reflecting the original intent of the Parties to the extent permissible under law.

22. Remedies

The Employee acknowledges that Company will suffer immediate, material, immeasurable, continuing and irreparable damage and will not have an adequate remedy at law in the event of a breach by the Employee of any of his/her obligations under this Agreement. The Employee acknowledges that Company will be entitled to institute and prosecute proceedings in any court of competent jurisdiction to enjoin the Employee from violating any contractual or legal obligation or to compel performance of the Employee's obligations hereunder. Injunctive relief shall be in addition to any remedy to which Company may be entitled, at law or in equity (including, but not limited to, an action and judgment for damages and recovery of costs, including but not limited to attorney fees). No failure or delay by either Party in exercising any right, power or privilege, partial or otherwise, shall operate as a waiver there.

23. Governing Law and Jurisdiction

It is hereby agreed between the Parties that this Agreement shall be governed by, construed in accordance with and interpreted under and consistent with the laws of India without regard to the choice of law provisions thereof. In the event of any claim or liability arising out of the terms and conditions herein above contained, the Courts at Hyderabad, Telangana shall have jurisdiction to the exclusion of all the other courts.

IN WITNESS WHEREOF the Company and the Employee have executed this Agreement as on 7/4/2022].

[High Radius]

Employee

DocuSigned by:
Neha Srivastava
 467AB7C11431436...
 Employer Signature:
 Name: **Neha Srivastava**

DocuSigned by:
Nikhil Kumar
 56FFDDAB33554CC...
 Employee Signature:
 Name: **Nikhil Kumar**

HighRadius Technologies Pvt. Ltd.

Office-1, 5th Floor, Block-3, DLF Cyber City, Plot No.129 to 132, Gachibowli, Hyderabad, Telangana-500019

www.highradius.com

DocuSigned by:

Nikhil Kumar

56FFDDAB33554CC...

Highly Confidential

7/4/2022