EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of January 10, 2020 ("Effective Date")

BY AND BETWEEN:

Sunrise Technologies Pvt. Ltd.

A company incorporated under the Companies Act, 2013, having its registered office at 77, Knowledge Park, Sector 18, Noida, Uttar Pradesh, 201301, India

(Hereinafter referred to as the "Employer", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

AND

Ms. Radhika Menon

D/o Ravi Menon, residing at Flat 12B, Lotus Apartments, 15 MG Road, Bengaluru, Karnataka, 560001, India

(Hereinafter referred to as the "Employee", which expression shall, unless repugnant to the context or meaning thereof, mean and include her heirs, legal representatives, and permitted assigns)

(The Employer and Employee are hereinafter collectively referred to as "Parties" and individually as a "Party")

1. APPOINTMENT AND POSITION

- 1.1 The Employer hereby appoints the Employee, and the Employee accepts employment with the Employer, on the terms and conditions set forth in this Agreement.
- 1.2 The Employee shall serve as **Senior Software Engineer** and shall perform the duties and responsibilities set forth in **Schedule A**.
- 1.3 The Employee shall report directly to the Head of Engineering or such other person as designated by the Employer.

2. TERM OF EMPLOYMENT

- 2.1 The employment shall commence on **January 15, 2020** and shall continue unless terminated in accordance with the provisions of this Agreement.
- 2.2 The first six (6) months of employment shall constitute a probationary period. Confirmation of employment shall be communicated in writing upon successful completion of probation.

3. DUTIES AND OBLIGATIONS

- 3.1 The Employee shall devote her full time, attention, and abilities to the business of the Employer and shall faithfully and diligently perform her duties.
- 3.2 The Employee shall comply with all lawful instructions, rules, and policies of the Employer.

3.3 The Employee shall not, during the term of employment, engage in any other business, employment, or occupation without the prior written consent of the Employer.

4. COMPENSATION AND BENEFITS

- 4.1 The Employee shall be paid a gross annual salary of **INR 1,200,000** (Indian Rupees Twelve Lakh only), payable in equal monthly installments.
- 4.2 The Employee shall be eligible for an annual performance bonus, subject to the Employer's policies and the Employee's performance.
- 4.3 The Employee shall be entitled to the following benefits:
 - Provident Fund contributions as per statutory requirements
 - Group health insurance for self and immediate family
 - 20 days of paid annual leave
 - 12 days of paid sick leave
 - Reimbursement of business travel expenses as per company policy
- 4.4 Details of compensation and benefits are further described in **Schedule B**.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Employee shall not, during or after the term of employment, disclose any confidential or proprietary information of the Employer to any third party except as required in the ordinary course of employment.
- 5.2 All inventions, discoveries, developments, and innovations conceived by the Employee during the term of employment shall be the exclusive property of the Employer.
- 5.3 The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of three (3) years.

6. NON-COMPETE AND NON-SOLICITATION

- 6.1 The Employee agrees that, for a period of twelve (12) months following the termination of employment, she shall not directly or indirectly:
 - Engage in any business that competes with the Employer within India
 - Solicit or attempt to solicit any employee, consultant, or client of the Employer
- 6.2 The Employer may waive these restrictions in writing at its sole discretion.

7. TERMINATION

7.1 Termination by Employer:

The Employer may terminate this Agreement:

- With thirty (30) days' written notice or payment in lieu thereof, for any reason
- With immediate effect for cause, including but not limited to gross misconduct, breach of confidentiality, or willful neglect of duties

7.2 Termination by Employee:

The Employee may resign by providing thirty (30) days' written notice to the Employer.

- 7.3 Upon termination, the Employee shall return all property, documents, and confidential information belonging to the Employer.
- 7.4 Details of severance, if any, are outlined in **Schedule C**.

8. GRIEVANCE AND DISCIPLINARY PROCEDURES

- 8.1 The Employee may raise grievances in accordance with the Employer's grievance policy, as set forth in **Schedule D**.
- 8.2 The Employer may take disciplinary action for misconduct or breach of company policy, following the procedures described in Schedule D.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Employee represents that she is not subject to any agreement or restriction that would prevent her from entering into or performing her obligations under this Agreement.
- 9.2 The Employer represents that it has the authority to enter into this Agreement and to employ the Employee.

10. GENERAL PROVISIONS

10.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Noida, Uttar Pradesh, shall have exclusive jurisdiction.

10.2 Notices:

All notices under this Agreement shall be in writing and delivered to the addresses set forth above.

10.3 Entire Agreement:

This Agreement, including all Schedules, constitutes the entire agreement between the Parties.

10.4 Amendment:

No amendment shall be valid unless in writing and signed by both Parties.

10.5 Assignment:

Neither Party may assign this Agreement without the prior written consent of the other Party.

10.6 Severability:

If any provision is held invalid, the remainder shall remain in effect.

SCHEDULE A

Job Description and Duties

- Design, develop, and maintain software applications as per project requirements
- Collaborate with cross-functional teams to define, design, and ship new features
- Write clean, scalable, and efficient code
- Participate in code reviews and provide constructive feedback
- Troubleshoot, debug, and upgrade existing systems
- Prepare technical documentation and user guides
- Attend team meetings and contribute to project planning

SCHEDULE B

Compensation and Benefits Details

- Monthly Salary: INR 100,000 (gross)
- Annual Bonus: Up to 10% of annual salary, subject to performance
- Provident Fund: Employer and Employee contributions as per statutory requirements
- Health Insurance: Coverage up to INR 500,000 for Employee and immediate family
- Leave Policy: 20 days paid annual leave, 12 days paid sick leave, 10 public holidays
- Expense Reimbursement: Actuals, subject to submission of valid receipts and approval

SCHEDULE C

Severance and Exit Provisions

- Notice Period: 30 days (either party)
- Payment in lieu of notice at Employer's discretion
- Full and final settlement within 30 days of last working day
- Return of all company property, devices, and confidential materials

SCHEDULE D

Grievance and Disciplinary Policy

- Grievances to be submitted in writing to the HR Department
- Investigation and resolution within 14 days
- Disciplinary action may include warning, suspension, or termination, depending on severity
- Right to appeal disciplinary decisions within 7 days

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