



EMPLOYMENT AGREEMENT

ICIMS INDIA PRIVATE LIMITED

AND

Rohit Rawat

iCIMS India Private Limited
DLF Cybercity 8th Floor, Block 3, DLF Cyber City Gachibowli, Hyderabad
Telangana - 5000 India

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THIS **EMPLOYMENT AGREEMENT** ("**Agreement**") is dated July 20, 2023 ("**Execution Date**").

BETWEEN:

1. **ICIMS INDIA PRIVATE LIMITED**, a company incorporated under the Laws of India, having corporate identification number U72200TG2021FTC154091 and having its registered office at iCIMS India Private Limited - DLF Cybercity 8th Floor, Block 3, DLF Cyber City Gachibowli, Hyderabad TELANGANA - 5000 India (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns); and

AND

1. **Rohit Rawat**, residing at Natthanpur, near 6 no pulia Dehradun UL 248005 IN and having permanent account number DQLPR4199R (hereinafter referred to as "**Employee**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and successors).

"**Parties**" shall collectively mean Employee and the Company and "**Party**" means each of Employee and the Company individually.

WHEREAS:

(A) The Company, pursuant to discussions with the Employee, has decided to offer a contract of employment to the Employee; and

(B) The Parties are now desirous of entering into this Agreement to record their understanding, define their mutual rights and obligations, and the terms and conditions of the Employee's employment with the Company.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the Parties hereto covenant and agree as follows:

AGREED TERMS

1. INTERPRETATION

1.1 The definitions in this Clause 1.1 shall apply to this Agreement.

(a) **Appointment:** the employment of the Employee by the Company on the terms and conditions set out in this Agreement.

(b) **Board:** Company's board of directors (as may be re-constituted from time to time).

(c) **Business:** the business or process of researching into, developing, licensing, distributing, selling, supplying or otherwise dealing with (including but not limited to technical and product support, professional services, technical advice and other customer services) software or similar digital technologies related to talent acquisition, candidate relationship management, candidate communication, onboarding, offer letter management, diversity and inclusion, employee advancement, analytics, and/or recruitment marketing.

(d) **Business Day:** means a day (other than a Saturday or a Sunday or a public holiday) when scheduled commercial banks are open for ordinary banking business in Hyderabad, India and Holmdel, New Jersey, United States of America.

(e) **Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

(f) **Commencement Date: August 21, 2023**

(g) **Confidential Information:** information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of any Group Company for the time being confidential to any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of any Group Company or any of their business contacts.

(h) **Copyright Act:** means (Indian) Copyright Act, 1957.

(i) **Fiscal Year:** a year commencing on January 1 of a calendar year and ending on December 31 of the same calendar year. To exemplify, "**Fiscal Year**

2021" shall mean the period commencing January 1, 2021 and ending December 31, 2021.

(j) **Garden Leave:** any period during which the Company exercises its rights under Clause 17.

(k) **Group Company:** the Company, its Subsidiaries or Holding Companies from time to time and any Subsidiary of any Holding Company from time to time, as the case may be.

(l) **Incapacity:** any sickness, injury or other medical disorder or condition which prevents the Employee from carrying out their duties per this Agreement.

(m) **INR:** Indian Rupees, being the lawful currency of the Republic of India.

(n) **Intellectual Property Rights:** patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

(o) **Invention(s):** without limitation, any and all formulas, algorithms, processes, techniques, concepts, designs, developments, technology, ideas, patentable and unpatentable inventions and discoveries, copyrights and works of authorship in any media now known or hereafter invented (including computer programs, source code, object code, hardware, firmware, software, mask work, applications, files, internet site content, databases and compilations, documentation and related items) patents, trade and service marks, logos, trade dress, corporate names and other source indicators and the good will of any business symbolized thereby, trade secrets, know-how, negative know-how, confidential and proprietary information, documents, analyses, research and lists (including current and potential customer and user lists) and all applications and registrations and recordings, improvements and licenses that (i) relate in any manner, whether at the time of conception, design or reduction to practice, to the Business or its actual or demonstrably anticipated research or development; (ii) result from any work performed by Employee on behalf of the Company; or (iii) result from the use of the

Company's equipment, supplies, facilities, Confidential Information or Trade Secrets.

(p) **Law(s):** shall mean and include all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal, board, court or recognized stock exchange and, if applicable, international treaties and regulations, and shall include all amendments, modifications, consolidations and/or re-enactments thereof.

(q) **Moral Rights:** any rights to claim authorship of any Inventions, to object to or prevent the modification of any Inventions, or to withdraw from circulation or control the publication or distribution of any Inventions, and any similar right, existing under applicable judicial or statutory Law of any country (including under the Copyright Act), or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "**Moral Right**".

(r) **Restricted Business:** the business of the Company and any Group Company with which the Employee was involved to a material extent in the 6 months before Termination.

(s) **Restricted Customer:** any firm, company or person who, during the 6 months before Termination, was a customer or prospective customer of or was in the habit of dealing with the Company or any Group Company with whom the Employee had contact or about whom he became aware or informed in the course of employment.

(t) **Restricted Person:** anyone employed or engaged by the Company or any Group Company and who could materially damage the interests of the Company or any Group Company if he was involved in any Capacity in any business concern which competes with any Restricted Business and with whom the Employee dealt in the 6 months before Termination in the course of employment.

(u) **Restricted Supplier:** any business which, during the 6 months before Termination, supplied products or services to the Company or any Group

Company with whom the Employee had contact or about whom he became aware or informed in the course of employment.

(v) **Staff Handbook:** the Company's staff handbook as amended from time to time.

(w) **Subsidiary and Holding Company:** in relation to the Company means "subsidiary" and "holding company" as defined in section 2 of the Companies Act, 2013.

(x) **Termination:** the termination of the Employee's employment with the Company / Appointment, however caused.

(y) **Trade Secrets:** the business information of the Company that is competitively sensitive and which qualifies for trade secrets protection under applicable laws.

1.2 The rules of interpretation in this Clause 1.2 shall apply to this Agreement.

(a) The headings, titles, sub-titles in this Agreement are inserted for convenience only and shall not affect its construction.

(b) A reference to a particular Law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

(c) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

(d) Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.

(e) The capitalized terms referred to in this Agreement shall, unless defined otherwise (in Clause 1.1 or in the body of the Agreement) or inconsistent with the context or meaning thereof, bear the meanings ascribed to them under the relevant Law.

(f) Schedules attached to this Agreement form an integral part of this Agreement and are incorporated herein by reference.

(g) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on

a day other than a Business Day, such payment shall be made or action taken on the next Business Day.

(h) The words “include” and “including” are to be construed without limitation.

(i) If, in calculating a price or an amount, the relevant variables for such calculation are expressed in different currencies then all such variables for the purposes of such calculation shall be in INR.

2. TERM OF APPOINTMENT

2.1 The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this Agreement, until terminated by either Party in accordance with Clause 16 of this Agreement.

2.2 The Employee shall have the title of Software Engineer, and shall report to such person as may be designated by the Board (“**Reporting Officer**”).

2.3 Probationary Period: The first 3 months of the Appointment shall be a probationary period, which the Company may, at its sole discretion, extend by a further 3 months (“**Probationary Period**”). During the Probationary Period (a) the Employee's performance and suitability for continued employment will be monitored by the Company and/or Board, as the case may be, and (b) the Appointment may be terminated on one weeks' notice, or payment in lieu of Employee's salary for such one week.

3. EMPLOYEE WARRANTIES AND INDEMNITIES

3.1 The Employee represents and warrants to the Company that, by entering into this Agreement and/or performing any of his obligations under it, he will not (with or without the giving of notice or the passage of time, or both) be in breach of any Law, court order, judgment, writ, injunction, or order of any arbitrator, or governmental agency, applicable to the Employee, or any express or implied terms of any contract or other obligation binding him.

3.2 The Employee undertakes to indemnify the Company (to the fullest extent permitted by Law) and to save and hold harmless the Company, against any claims, costs, damages, liabilities or expenses which the Company may incur as a result of the Employee being in breach of his representations and warranties under Clause 3.1

(including all legal and third party consultant fees paid by the Company in connection with, or resulting from any claim, action, or demand against the Employee).

4. DUTIES

4.1 During the Appointment, the Employee shall:

- (a) provide such services as may be listed in **Schedule I** (Services) / as may be separately communicated by the Reporting Officer from time to time;
- (b) report to the Reporting Officer, all material actions undertaken, or proposed to be undertaken by the Employee;
- (c) not, directly or indirectly, either on his own or in any other Capacity, render services to any other third-party person/entity, without the prior and specific written consent of the Reporting Officer;
- (d) comply with the Company's employment policies, including as may be separately communicated by Company to Employee from time to time (not limited to Company's anti-corruption and bribery policy and related procedures);
- (e) unless prevented by Incapacity, devote his whole time, attention and abilities to the business of the Company and/or any Group Company of which he is an officer or consultant, and shall use his best efforts to promote the success of the Business.
- (f) diligently exercise such powers and perform such duties as the Company may from time to time assign to him together with such person or persons as the Company may appoint to act jointly with the Employee;
- (g) comply with all reasonable and lawful directions given to him by the Company;
- (h) report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or director of the Company or any Group Company immediately on becoming aware of it;
- (i) consent to the Company monitoring and recording any use that he makes of the Company's electronic communications systems for the purpose of

ensuring that the Company's rules are being complied with and for legitimate business purposes; and

(j) comply with any electronic communication systems policy that the Company may issue from time to time.

4.2 The Employee shall comply with the Company's rules, policies and procedures set out in the Staff Handbook, a copy of which is available on the Company intranet, and with all reasonable instructions or requests made by the Company. The Staff Handbook does not form part of this Agreement and the Company may amend it at any time. To the extent that there is any conflict between the terms of this Agreement and the Staff Handbook, this Agreement shall prevail.

4.3 All documents, manuals, hardware and software provided for the Employee's use by the Company, and any data or documents (including copies) produced, maintained or

stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

5. PLACE OF WORK

5.1 The Employee's normal place of work is the Company's office premises at Hyderabad, India (or such other place which the Company may require for the proper performance and exercise of their duties).

5.2 The Employee agrees to travel on Business (both within India or abroad) as and when required by the Company for the proper performance of the Employee's duties under the Appointment.

6. TRAINING

During the Appointment:

- (a) the Employee must complete annual compliance training courses which shall be paid for by the Company; and
- (b) the Employee is entitled to take part in various training courses which the Company may provide from time to time in-house. Specific details of such courses shall be made available by the Company as necessary.

7. HOURS OF WORK

Given the Employee's designation and connected duties, Employee will be required to work an average for forty-eight (48) hours per week, spread over a period of five (5) days, or as notified by the Company from time to time. The Employee acknowledges that [he/she] may be required to work additional hours as may be necessary for the proper performance of [his/her] duties, and [he/she] shall not receive any additional remuneration

in respect of any such additional hours, except as may be determined strictly per terms of the Staff Handbook / Company's policies from time to time.

8. COMPENSATION

8.1 Base Salary: Employee shall be paid INR Rs83,333.00 per month (aggregating to INR Rs1,000,000.00/Yr. every Fiscal Year), in accordance with the Company's normal payroll practices for the relevant period ("**Base Salary**").

8.2 If Employee's employment tenure during any Fiscal Year is shorter than the entire duration of such Fiscal Year, Base Salary amount for such Fiscal Year shall be pro-rated to such shorter period, and paid through the date of Termination based on the number of days elapsed in such Fiscal Year during which services were actually performed by Employee (and Company shall have no further obligation to pay Base Salary following the date of Termination).

8.3 The Employee shall not be entitled to any payments or benefits in his capacity as an employee of the Company with respect to any services provided to the Company and/or any Group Company, other than as provided under this Agreement.

8.4 The Employee's compensation shall be reviewed at the end of each Fiscal Year, or at the end of such relevant period as may be determined by the Board / Reporting Officer from time to time. The Company is under no obligation to award an increase of Base Salary following such review. There will be no review of the Base Salary after Notice of Termination has been given by either Party.

8.5 The Company may deduct from the Base Salary (a) all applicable withholding taxes and deductions, and (b) any other sums owed to the Company by the Employee, in accordance with normal payroll practices of the Company.

8.6 Company agrees to grant Employee a Relocation Bonus amount of Rs. INR Rs125,000.00 to be paid in accordance with the normal payroll practices of the Company following the Employee's start date with iCIMS. The Employee's relocation to Hyderabad will occur prior to the start date with iCIMS and this relocation bonus is predicated on the completion of the relocation process. Following the employee's relocation to Hyderabad and commencement of employment with iCIMS, the relocation bonus will be paid through payroll within two payroll cycles, minus any applicable tax withholdings. In the event of (a) Employee issuing a Notice of Termination (per Clause 16.3), or (b) Company terminating Appointment for Cause (per Clause 16.1), for performance reasons or job abandonment,

each within 1 year of commencement of Appointment, Employee irrevocably agrees to repay the Relocation Bonus in full, prior to date of Termination, unless otherwise agreed to in writing by the Company.

9. EXPENSES

9.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee for the proper performance of his duties, provided that such reimbursement shall be subject to, and in accordance with, any expense reimbursement policies of the Company and/or expense documentation requirements of the Company that may be in effect from time to time.

9.2 The Employee shall abide by the Company's policies on expenses as set out in the Staff Handbook from time to time.

9.3 Any credit card supplied to the Employee by the Company shall be used only for expenses incurred by the Employee during the Appointment.

10. INSURANCE COVERAGE

The Employee shall be entitled to such insurance coverage that the Company proposes to generally extend to all its employees in India from time to time.

11. LEAVE ENTITLEMENT

11.1 The Employee's entitlement to paid leave, casual/personal leave and sick leave shall be defined within the Company's employees' rules and policies (including as set out under the Staff Handbook).

11.2 The Employee shall take leave at such times and with such notice so as to not disrupt or interfere with the Business. Leave shall be taken at such time or times as shall be approved in advance by the Reporting Officer, as the case may be. The Employee shall provide at least one week's notice of any proposed leave dates.

11.3 If on Termination the Employee has taken in excess of their accrued leave entitlement (per applicable policies set out *inter alia* in the Staff Handbook), the Company shall be entitled to recover applicable payment in lieu of such excess leaves from the

Employee, by way of deduction from any payments due to the Employee by way of his 'full and final settlement'.

11.4 If either Party has served a Notice of Termination, the Company may require the Employee to take any accrued, but unused holiday entitlement during the notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave under Clause 17 of this Agreement.

12. INCAPACITY

12.1 The Employee shall certify his absence in accordance with the Company sickness policy which is set out in the Staff Handbook/made available by the Company from time to time.

12.2 In the event the Employee has availed any 'sick leaves' in excess of such duration as may be solely determined by the Company from time to time, the Employee agrees to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company, should the Company so require (including to determine any Incapacity). The Employee agrees that any report produced in connection with any such examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.

12.3 If any Incapacity of the Employee is, or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify the Company of that fact, and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. The Employee shall if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by him relating to the loss of earnings for the period of the Incapacity as the Company may reasonably determine less any costs borne by the Employee in connection with the recovery of such damages or compensation, provided that the amount to be

refunded shall not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.

13. OUTSIDE INTERESTS

The Employee shall not work for anyone else while he is employed by the Company.

14. CONFIDENTIAL INFORMATION

14.1 The Employee acknowledges that during the Appointment he shall have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this Clause 14.

14.2 The Employee shall not (except in the proper course of his duties), either during the Appointment, or at any time after its termination (however arising), use or disclose to any person, company or other organisation whatsoever (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- (a) any use or disclosure authorised by the Company or required by Law; or
- (b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure.

15. INTELLECTUAL PROPERTY

Prior Inventions

15.1 Attached hereto, as **Schedule I** (*Prior Inventions*), is a complete and accurate list describing all Inventions which were conceived, discovered, created, invented, developed and/or reduced to practice by Employee prior to the commencement of his Appointment, alone or jointly with others, whether or not such inventions, improvements or other innovations are related to and grow out of Employee's work for Company, and whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection) that have not been legally assigned or licensed to the Company ("**Prior Inventions**"). If

there are no such Prior Inventions, Employee shall initial (*Prior Inventions*) to indicate Employee has no Prior Inventions to disclose.

15.2 Employee acknowledges and agrees that if in the course of Employee's employment, Employee incorporates or causes to be incorporated into a Company product, service, process, file, system, application or program a Prior Invention, Employee hereby assigns all of his right, title and interest to, and grants the Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sublicensable and assignable license to make, have made, copy, modify, make derivative works of, use, offer to sell, sell or otherwise distribute such Prior Invention as part of or in connection with such product, process, file, system, application or program.

15.3 At the Company's request and expense, during and after the period of Appointment, Employee will assist and cooperate with Company in all respects and will execute documents, and, subject to his reasonable availability, give testimony and take further actions requested by the Company to obtain, maintain, perfect and enforce for the Company patent, copyright, trademark, trade secret and other legal protection relating to any Prior Inventions.

Inventions

15.4 Employee agrees that all Inventions are the sole and exclusive property of the Company and/or its affiliates or Group Companies.

15.5 Employee agrees to promptly disclose to the Company in writing, all Inventions that Employee conceives, develops and/or first reduces to practice or create, either alone or jointly with others, during the period of Appointment, and for a period of 12 months thereafter, whether or not in the course of Appointment.

15.6 Employee further assigns and agrees to assign all of Employee's rights, title and interest in the Inventions to the Company. In the event that the Company is unable for any reason to secure Employee's signature to any document required to file, prosecute, register or memorialize the ownership and/or assignment of any Invention, Employee hereby irrevocably designates and appoints the Company's duly authorized officers and agents as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and stead to (i) execute, file, prosecute, register and/or memorialize the assignment and/or ownership of any Invention; (ii) to execute and file any documentation required for such enforcement and (iii) do all other lawfully permitted acts to further the filing, prosecution,

registration, memorialization of assignment and/or ownership of, issuance of and enforcement of any Invention, all with the same legal force and effect as if executed by Employee.

15.7 Employee acknowledges that Employee is not entitled to use the Inventions for Employee's own benefit or the benefit of anyone except the Company without written permission from the Board / Reporting Officer (as the case may be), and then, only subject to the terms of such permission. Employee further agrees that Employee will communicate to the Company, as directed by the Company, any facts known to Employee and testify in any legal proceedings, sign all lawful papers, make all rightful oaths, execute all divisionals, continuations, continuations-in-part, foreign counterparts, or reissue applications, all assignments, all registration applications and all other instruments or papers to carry into full force and effect, the assignment, transfer and conveyance hereby made or to be made and generally do everything possible for title to the Inventions to be clearly and exclusively held by the Company as directed by the Company. Employee also agrees that Company's inability to exercise any rights assigned by Employee to Company (per provisions of Copyright Act) within a period of 1 year from the date of each relevant assignment, shall not result in a lapse of any rights so assigned by the Employee.

Work for Hire

15.8 Employee acknowledges and agrees that any copyrightable works prepared by Employee within the scope of Employee's employment are "works made for hire" under Section 17 of the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. Any copyrightable works the Company specially commissions from Employee during the Appointment shall also be deemed a "work made for hire" under Section 17 of the Copyright Act and if for any reason such work cannot be so designated as a work made for hire, Employee agrees to and hereby assigns to the Company, as directed by the Company, all right, title and interest in and to said work(s). Employee further agrees to and hereby grants the Company, as directed by the Company, a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sublicensable and assignable license to make, have made, copy, modify, make derivative works of, use,

publicly perform, display or otherwise distribute any copyrightable works Employee creates during the Appointment.

Assignment of Other Rights

15.9 Notwithstanding the obligation to assign Inventions to the Company per this Clause 15, Employee hereby irrevocably transfers and assigns to the Company (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Inventions, and (ii) any and all Moral Rights that Employee may have in or with respect to any Inventions. Employee also hereby forever waives and agrees never to assert any and all Moral Rights Employee may have in or with respect to any Inventions, even after termination of Employee's work on behalf of the Company.

16. TERMINATION

16.1 Termination for Cause

The Company may terminate Appointment with immediate effect without notice, and without any liability to make any further payments to the Employee, including any Payment in Lieu (other than in respect of any unpaid and accrued amounts that are due and

payable at the date of Termination), and subject to Company's right to require refund of Joining Bonus per Clause 8.4, if the Employee:

- (a) is in breach of the Company's policies, procedures or rules including the policies set out in the Staff Handbook;
- (b) commits an unauthorised disclosure or use of Confidential Information/breach of Clause 14 of this Agreement;
- (c) is incapacitated through alcohol, non-prescribed drugs or other substances;
- (d) is guilty of any gross misconduct affecting the business of Company/any Group Company;
- (e) commits a serious act of insubordination or wilful refusal to carry out reasonable requests or directions of the Company / Board / Reporting Officer;
- (f) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement;
- (g) is, in the reasonable opinion of the Company, negligent and incompetent in the performance of his duties;
- (h) commits any act or omission (whether or not during or in the context of the Appointment) which brings or is likely or calculated to bring the name or reputation of the Company or any Group Company into disrepute or to prejudice the interests of the business of the Company or any Group Company;
- (i) is convicted of any criminal offence which in the opinion of the Company adversely affects the Company's business or reputation, or affects his suitability for the type of work which he performs or affects his acceptability to other employees;
- (j) is guilty of theft, fraud, dishonesty, providing false or misleading information, the misappropriation of funds or property of the Company or any Group Company or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or any Group Company into disrepute or is materially adverse to the interests of any Group Company; or
- (k) is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communication systems (individually, each item in Clause 16.1 shall be a "**Cause**").

16.2 Incapacity

If the Employee is, in the opinion of a medical practitioner, suffering from Incapacity for a period of more than three months, and the medical practitioner has given a medical

opinion to the Company to this effect, the Company may, at its option, terminate this Agreement upon not less than 30 days' written notice. In this regard, the Employee agrees to consent to medical examinations (at the Company's expense) by a doctor nominated by the Company should the Company so require.

16.3 Termination by Company

- (a) During Probationary Period, Company is entitled to terminate the Appointment by providing one weeks' notice / payment in lieu of Employee's salary for such one week.
- (b) After the Probationary Period, the Company shall be entitled to terminate Appointment (without Cause) by giving written notice of at least 30 days prior to the effective date of such Termination.
- (c) The Company is also entitled, in its sole and absolute discretion, to terminate the Appointment with immediate effect by notifying the Employee in writing that the Company is exercising its right to terminate the Appointment by making Payment in Lieu.

16.4 Termination by Employee

- (a) The Employee is not entitled to terminate his Appointment during the Probationary Period.
- (b) After expiry of the Probationary Period, the Employee shall be entitled to terminate his employment with the Company by giving Notice of Termination at least 30 days prior to the effective date of such Termination.
- (c) On receipt of such Notice of Termination, Company is entitled, in its sole and absolute discretion, to terminate the Appointment with immediate effect by notifying the Employee in writing that the Company is exercising its right to terminate the Appointment by paying salary which the Employee would have

been entitled to receive under this Agreement during the 30 days' notice period, subject to applicable withholdings and deductions ("Payment in Lieu").

16.5 For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

(a) any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made; and

(b) any payment in respect of any leave entitlement that would have accrued during the period for which the Payment in Lieu is made.

16.6 The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion to make such payment per Clause 16.4 (c). The Company is entitled to make payments of Payment in Lieu in equal monthly instalments through duration of notice period referred to in Clause 16.4.(b) (as if notice had been given).

16.7 Nothing in this Clause 16 shall prevent the Company from terminating the Appointment in accordance with Clause 17.

16.8 The rights of the Company under this Clause 16 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the Agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

16.9 The rights of the Company to terminate the Appointment under the terms of this Agreement apply even when such termination would or might cause the Employee to forfeit any entitlement to any statutory or contractual benefits.

16.10 The termination of this Agreement for any reason whatsoever shall not release either Party from any liabilities or obligations set forth in this Agreement, which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination.

16.11 Any termination of Employee's employment by the Company or by Employee shall be communicated by a written Notice of Termination to the other Party. For the purposes of this Agreement, "**Notice of Termination**" shall mean a written notice which shall indicate the specific termination provisions in this Agreement relied upon and shall set

forth in reasonable detail, the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated.

17. GARDEN LEAVE

17.1 Following service of Notice of Termination by either Party, or if the Employee purports to terminate the Appointment in breach of contract, the Company may by written notice place the Employee on Garden Leave for the whole or part of the remainder of the Appointment.

17.2 During any period of Garden Leave:

- (a) the Company shall be under no obligation to provide any work to the Employee and may revoke any powers the Employee holds on behalf of the Company/any Group Company;
- (b) the Company may require the Employee to carry out alternative duties or to only perform such specific duties as are expressly assigned to the Employee, at such location as the Company may decide;
- (c) the Employee shall continue to receive his Base Salary;
- (d) the Employee shall remain an employee of the Company and bound by the terms of this Agreement (including any implied duties of good faith and fidelity);
- (e) the Employee shall ensure that his Reporting Officer knows where he shall be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (f) the Company may exclude the Employee from any premises of the Company; and
- (g) the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client,

customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company.

18. OBLIGATIONS ON TERMINATION

18.1 On Termination or, if earlier, at the start of a period of Garden Leave, the Employee shall:

- (a) subject to Clause 18.2, immediately deliver to the Company all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Company/any Group Company or its business contacts, any keys, credit card and any other property of any Group Company, which is in their possession or under their control (including any Confidential Information or Trade Secrets);
- (b) irretrievably delete any information relating to the business of Company/any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the Company's premises (including any Confidential Information or Trade Secrets); and
- (c) provide a signed statement that he has complied fully with their obligations under this Clause 18.1 together with such reasonable evidence of compliance as the Company may request.

18.2 Where the Employee has been placed on Garden Leave he shall not be required by Clause 18.1 to return until the end of the Garden Leave period any property provided to them as a contractual benefit for use during the Appointment.

18.3 On Termination, the Employee shall not be entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other

profit sharing scheme operated by the Company/any Group Company in which he may participate.

18.4 Upon Termination, the Employee shall at any time thereafter, upon the request of the Company, resign from all offices that may be held by him in the Company or on behalf of the Company in various trade and other associations.

19. RESTRICTIVE COVENANTS

19.1 In order to protect the Confidential Information and business connections of the Company and each Group Company to which the Employee has access as a result of the Appointment, the Employee covenants with the Company (for itself and as trustee and agent for each Group Company) he shall not:

- (a) for 12 months after Termination, solicit or endeavour to entice away from the Company or any Group Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
- (b) for 12 months after Termination in the course of any business concern which is in competition with any Restricted Business, do or attempt to do anything which causes or may cause any Restricted Supplier or potential Restricted Supplier to cease, alter or reduce materially its supplies to the Company or any Group Company or alter its terms of business with and to the detriment of the Company and/or any Group Company;
- (c) for 12 months after Termination in the course of any business concern which is in competition with any Restricted Business, offer to employ or engage or otherwise endeavour to entice away from the Company or any Group Company, any Restricted Person;
- (d) for 12 months after Termination in the course of any business concern which is in competition with any Restricted Business, employ or engage or otherwise facilitate the employment or engagement of any Restricted Person, whether or not such person would be in breach of contract as a result of such employment or engagement;
- (e) for 12 months after Termination, be involved in any Capacity with any business concern which is (or intends to be) in competition with any Restricted Business;
- (f) for 12 months after Termination be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted

Customer in the course of any business concern which is in competition with any Restricted Business; or

(g) at any time after Termination, represent themselves as connected with the Company or any Group Company in any Capacity, other than as a former employee, or use any registered business names or trading names associated with the Company or any Group Company.

19.2 The periods set out in Clause 19.1 above may be extended during the pendency of any litigation (including appeals) or arbitration proceeding, in order to give the Company the full protection of the restrictive covenants set out therein.

19.3 None of the restrictions in Clause 19.1 shall prevent the Employee from:

(a) holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company, whether or not it is listed or dealt in on a recognised stock exchange;

(b) being engaged or concerned in any business concern insofar as the Employee's duties or work shall relate solely to geographical areas where the business concern is not in competition with any Restricted Business; or

(c) being engaged or concerned in any business concern, provided that the Employee's duties or work shall relate solely to services or activities of a kind with which the Employee was not concerned to a material extent in the 6 months before Termination.

19.4 The restrictions imposed on the Employee by this Clause 19 apply to him acting:

(a) directly or indirectly; and

(b) on their own behalf or on behalf of, or in conjunction with, any firm, company or person.

19.5 The periods for which the restrictions in Clause 19.1 apply shall be reduced by any period that the Employee spends on Garden Leave immediately before Termination.

19.6 The Employee acknowledges that (a) the undertakings provided in Clause 19 are essential to, and form an important basis for the Employee's employment with the Company, (b) the duration and scope of the undertakings in Clause 19 are reasonable and these undertakings do not restrict the Employee's ability to undertake any trade or profession of his willingness, (c) Employee has sought independent legal advice before providing the undertakings in Clause 19, and (d) the Employee will be intimately involved

in the strategy and operations of the Business and that should the Employee engage in the activities set out in Clauses 19 above, it will cause irreparable damage to the Company.

19.7 If the Employee receives an offer to be involved in a business concern in any Capacity during the Appointment, or before the expiry of the last of the covenants in this Clause 19, the Employee shall give the person making the offer a copy of this Clause 19 and shall tell the Company the identity of that person as soon as possible.

19.8 Each of the restrictions in this Clause 19 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

19.9 The Employee will, at the request and expense of the Company, enter into a separate agreement with any Group Company in which he agrees to be bound by restrictions corresponding to those restrictions in this Clause 19 (or such of those restrictions as the Company deems appropriate) in relation to that Group Company.

19.10 Employee understands that the violation of any restrictive covenants of this Agreement may result in irreparable and continuing damage to the Company for which monetary damages will not be sufficient, and agrees that Company will be entitled to seek, in addition to its other rights and remedies hereunder or at Law and both before or while an arbitration is pending between the Parties under this Agreement, a temporary restraining order, preliminary injunction or similar injunctive relief from a court of competent jurisdiction in order to preserve the status quo or prevent irreparable injury pending the full and final resolution of the dispute through arbitration, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned injunctive relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other

available forms of relief through arbitration proceedings. This Section shall not be construed to limit the obligation for either Party to pursue arbitration.

20. DISCIPLINARY AND GRIEVANCE PROCEDURES

20.1 The Employee is subject to the Company's disciplinary and grievance procedures that are set out in the Staff Handbook.

20.2 The Company may suspend the Employee from any or all of their duties for no longer than is necessary to investigate any disciplinary matter involving the Employee or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding.

20.3 During any period of suspension:

- (a) the Employee shall continue to receive their Base Salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- (b) the Employee shall remain an employee of the Company and bound by the terms of this agreement;
- (c) the Employee shall ensure that his Reporting Officer knows where he shall be and how he can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (d) the Company may exclude the Employee from their place of work or any other premises of the Company or any Group Company; and
- (e) the Company may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client,

customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company.

21. DATA PROTECTION

21.1 The Company shall collect and process information relating to the Employee in accordance with the privacy policy that is set out in the Staff Handbook / as may be applicable to the Company's business and operations from time to time.

21.2 The Employee shall comply with the all Company policies set out in the Staff Handbook, otherwise separately communicated by the Company/Board from time to time (including applicable data protection policies) when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier, or agent of the Company.

21.3 Failure to comply with the Company's data protection policy or any of the policies in accordance with Clause 21.2 may be dealt with under the Company's disciplinary procedure and, in serious cases, may be treated as a "Cause" for termination per Clause 16.1.

22. RECONSTRUCTION AND AMALGAMATION

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of the Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from the reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with the termination.

23. NOTICES

23.1 A notice given to a Party under this Agreement ("**Notice**") shall be in writing in the English language and signed by or on behalf of the Party giving it. The Notice shall be

delivered by hand or sent to the party at the address given in this Agreement or as otherwise notified in writing to the other Party.

23.2 The relevant details for service of Notice by Parties are set out below:

If to Company:

Address:

Email: generalcounsel@icims.com

For the attention of: iCIMS General Counsel

If to the Employee:

Name: Rohit Rawat

Address: Natthanpur, near 6 no pulia

Email: rohitsr80@gmail.com

For the attention of:

23.3 Any such Notice shall be deemed to have been received

- (a) if delivered personally, when left at the relevant address and upon provision of acknowledgement of receipt by a Person at the relevant address;
- (b) if sent by post to a destination within the same country, 5 Business Days after sending it;
- (c) if sent by airmail to a destination in a different country, 10 Business Days after sending it; or
- (d) if sent by email, when sending is recorded on the sender's computer, unless the sender receives a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted,

but if the delivery or receipt is after 5:00 p.m. on a Business Day or on a day which is not a Business Day, the notice is to be taken as having been received at 9:00 a.m. on the next Business Day.

23.4 A Notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purpose of calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur on a non-Business Day, deemed receipt is at 9.00 AM on the next Business day.

23.5 In the event that a Party refuses delivery or acceptance of a Notice delivered in accordance with this Agreement, it shall be deemed to have been delivered at the time of such refusal, provided there is evidence that the Notice was sent in accordance with this Agreement and that delivery was refused.

23.6 This clause does not apply to the service of any proceedings or other documents in any legal action.

24. ENTIRE AGREEMENT

24.1 This Agreement and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

25. VARIATION

No variation or agreed termination of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives, as the case may be).

26. COUNTERPARTS

26.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26.2 No counterpart shall be effective until each Party has executed and delivered to the other at least one counterpart.

27. ASSIGNMENT AND THIRD-PARTY RIGHTS

This Agreement, and Employee's rights and obligations hereunder, may not be assigned by Employee; however, the Company may assign its rights hereunder without Employee's consent, whether in connection with any sale, transfer or other disposition of any or all of its business or assets or otherwise. No one other than a Party to this agreement shall have any right to enforce any of its terms.

28. WAIVER

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by Law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement

or by Law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

29. SURVIVAL

Clause 3 (*Warranties and Indemnities*), **Clause 19** (Restrictive Covenants) and **Clause 22** (*Officer in Charge / Officer in Default*) shall survive the termination of this Agreement.

30. FURTHER ASSURANCES

Each Party shall, at any time and from time to time promptly do and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as may deem necessary or desirable to give effect to this Agreement.

31. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of India.

32. JURISDICTION

32.1 Each Party irrevocably agrees that the courts of Hyderabad, Telangana shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

32.2 Any and all disputes, controversies, or claims arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally resolved by arbitration, by a single arbitrator, in accordance with rules of the Mumbai Centre for International Arbitration.

32.3 The arbitrator shall be appointed by mutual agreement of Parties, or, in the event of failure to agree within 10 Business Days following delivery of the written notice to arbitrate, the Company shall have the right to appoint an arbitrator with experience arbitrating disputes relating to employment issues.

32.4 The place of arbitration shall be Hyderabad, Telangana and the arbitration shall be conducted in the English language. The determination of the arbitrator shall be final and

binding upon the parties to the arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, a Party may seek interim injunctive relief or an order of specific performance with respect to an alleged breach or alleged imminent breach of any provision of this Agreement by another Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives as of the day and year hereinabove written.

SIGNED AND DELIVERED for and on behalf of **ICIMS INDIA PRIVATE LIMITED**

By:

Kavitha Sunki

Title: HR Director

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized representatives as of the day and year hereinabove written.

SIGNED AND DELIVERED
by Rohit Singh Rawat

SCHEDULE I – PRIOR INVENTIONS

1.

2.

iCIMS India Private Limited - DLF Cybercity 8th Floor, Block 3, DLF Cyber City Gachibowli,
Hyderabad TELANGANA – 500084 India www.icims.com 1.888.299.0487