

## **EMPLOYMENT BOND AND RESTRICTIVE COVENANT AGREEMENT**

**1. INDEMNIFICATION:** The Employee shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Company and its affiliates from and against any and all claims, liabilities, losses, damages, and expenses (including, without limitation, reasonable attorney's fees) arising out of or resulting from any material breach of this Agreement or any willful misconduct or gross negligence by the Employee during the term of employment.

**2. NON-COMPETE & RESTRICTION:** For a period of twenty-four (24) months following the termination of employment for any reason, the Employee shall not, directly or indirectly, engage in, represent, or be connected with any business enterprise which competes with the proprietary technology of the Company within a five-hundred (500) mile radius of the Company's primary headquarters.

**3. ARBITRATION AND GOVERNING LAW:** Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the International Chamber of Commerce. The place of arbitration shall be Kolkata, India.

**4. LIQUIDATED DAMAGES:** In the event that the Employee terminates this agreement prior to the completion of the "Mandatory Service Period" of 36 months, the Employee agrees to pay the Company a sum of ₹2,00,000 (Two Lakh Rupees) as liquidated damages and not as a penalty, representing a genuine pre-estimate of the training costs incurred.