

09th January 2019

Mr. Sangram Keshari Sundaray
S/O Arun Kumar Sundaray
Adaspur, Cuttack,
Odisha – 754010

Dear Sangram,

This letter agreement is to formalize our offer of appointment to you in the Company, with effect from **January 11, 2019** on the terms and conditions mentioned below.

1. **Designation: Software Developer**, reporting to **Mr. Swaraj Jena, Director** of the Company.
2. **Compensation:** You shall be paid an annual salary and benefit package totalling to **Rs.4,20,000/- (Rupees Four lakhs and twenty thousand only)**.

This would be revised after completion of your 3 months according to your performance during that period. During your term of employment, any tax liability arising in respect of the exercise of employment or on income earned by you would be borne solely by you and the Company will only be responsible for withholding taxes from the salary paid to you and payment thereof to the credit of the Central Government in accordance with the provisions of the Income Tax Act, 1961 and rules made thereunder.

3. **Duties:** The Company will have the authority to determine and may change from time to time the portfolio of your duties and responsibilities in the Company, which you shall diligently perform. You shall devote yourself exclusively to the performance of your duties in the Company and you shall not during the course of your employment with the Company, be engaged or concerned or interested in any other employment or business whether with or without remuneration. Further during the period of your employment with the Company, you shall not engage in any endeavour or activity which conflicts or competes in any manner with the interests and business of the Company.
4. **Confidentiality:** You shall not, during the term of employment with the Company and thereafter, divulge any confidential information to any third party nor shall you utilize any of the confidential information for any purpose other than as expressly instructed by the Company or as may be required in the ordinary course of your employment with the Company. For the purposes of this letter, "confidential information" means proprietary, technical or business information not readily available to the public or generally known in the trade of the Company, including but not limited to financial data, trade secrets, know-how and processes of the Company (whether or not the same are originated by you during the term of your employment), information which the Company received from third parties under an obligation of confidentiality or any information that the Company deems as confidential. It shall be conclusively presumed that you have knowledge of confidential information to which you have been directly exposed through actual receipt or review of correspondence or documents containing such information or through actual attendance at meetings at which such information was discussed or disclosed.
5. **Non-compete and non-solicitation:** During the term of employment with the Company and for a period of 1 (one) year from the date of termination of your employment with the Company, you will not:
 - (i) in any manner solicit any employee of the Company either for employment for your own purpose or on behalf of any other person or entity;

- (ii) attempt in any manner to solicit from any client of the Company, expect on behalf of the Company, business of the type carried on by the Company or to persuade any person which is a client of the Company to cease doing business or to reduce the amount of business which any such client has customarily done or might propose doing with the Company, whether or not the relationship between the Company and such client was originally established in whole or in part through your efforts;
- (iii) engage in any activities that could be in direct competition to the Company and its business activities; or
- (iv) own, manage, operate, join, have an interest in, control or participate in the ownership, management, operation or control of, or be otherwise connected in any manner (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant, contractor or in any other capacity or manner whatsoever) with, any company, corporation, association of persons, partnership, proprietorship, trust, estate, association or other business entity which directly or indirectly competes with the Company and its business.

You acknowledge and agree that the above restrictions are reasonable for the legitimate protection of the business and goodwill of the Company, but in the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions valid and enforceable. Notwithstanding the limitation of this provision by any law for the time being in force, you undertake to, at all times, observe and be bound by the spirit of this clause.

6. **Term of Appointment:** Your appointment shall commence on the date you join the Company, which shall be **January 11, 2019**.
7. **Probation:** The probation period will be of 3 months.
8. **Posting and Transfers:** The Company may transfer your services to any office (existing at present or that may be set up in the future) in India or abroad or to any subsidiary / holding / associate company. Your transfer shall be governed by the Company's Transfer Policy and Regulations, as may be in force from time to time.
9. **Leave policy:** In a year, you are eligible for Annual Leave of 20 working days and Sick Leave of 10 working days.
10. **Termination and suspension:** Your employment with the Company may be terminated upon the occurrence of one or more of the following events:
 - (i) Your employment may be terminated at will, by you or the Company, other than for Cause, by providing thirty (30) days prior written notice, or by payment of salary in lieu of notice in case of termination of employment by the Company.

"Cause" shall mean any of the following events:

 - (a) conviction of an employee by an order for a non-bailable offence, which is punishable with imprisonment in excess of three years;
 - (b) a willful act by an employee which constitutes gross misconduct, fraud, breach of trust, malfeasance or dishonestly and which is materially injurious to Company, its clients or the business; and
 - (c) continuous negligence to attend to the business of the Company or continuous

violation of your material obligations pursuant to this letter or employment policies of the Company (currently in existence or that may be introduced at a future date) or directions of the Board of Directors of the Company or your supervisor or applicable statutory and regulatory policies, enactments, rules.

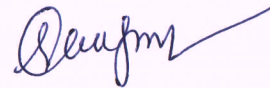
- (ii) On termination of your employment, the Company shall not have any liability towards you other than for remuneration, allowances and perquisites which may have accrued prior to the date of termination of employment. Upon termination of employment for any reason whatsoever, you shall surrender or hand over to the Company, in good condition, all property of the Company in your possession including records and documents whether stored electronically or otherwise, office access cards, keys, corporate credit cards, passes or any other property and equipment of the Company which you may have received during the term of your employment.
12. **Age of Retirement:** You shall retire from the services of the Company as per the Retirement Policy of the Company, which currently provides for retirement upon attaining the age of 58 years.
13. **Intellectual Property Rights (IPR):** All IPRs devised, developed or created by you in the course of your employment with the Company shall belong to and be the absolute property of the Company or of such other person as the Company may nominate. For the purpose of this letter "IPR" means all intellectual property rights, whether registered or unregistered and includes all computer software, trademarks, trade names, service marks, service names, copyrights, other proprietary intellectual property rights, applications and registrations thereof and licenses or other rights in respect thereof necessary for use in connection with the business of the Company.
14. **Dispute resolution:**
- (i) In the event of any dispute arising howsoever in connection with the interpretation or implementation or purported termination of your employment and terms thereof, we shall attempt in the first instance to resolve such dispute amicably.
 - (ii) If such dispute is not resolved amicably within a period of 30 days from commencement of discussions or such longer period as we agree to in writing, then either of us may refer the dispute for resolution by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 at Cuttack. All proceedings of such arbitration shall be in the English language before 1 (one) arbitrator appointed on mutual consent. The arbitration award shall be final and binding on you and the Company.
 - (iii) When any dispute is under arbitration, except for the matters under dispute, you and the Company shall continue to exercise remaining respective rights and fulfil your respective obligations under this letter to the extent applicable and practicable.
 - (iv) This letter shall be governed by the laws of India and the courts at Cuttack shall have exclusive jurisdiction to try all disputes between you and the Company, should either party seek interim relief.
15. **Codes, Policies, Rules & Regulations:** As and when specific codes and policies are adopted by the Company, the same will be applicable to you and you shall convey to the Company in writing that you agree to be bound by the same. During your employment with the Company, you will be governed by the rules and regulations of the Company, applicable to you at present and as may be modified or introduced from time to time.
16. **Other Matters:** Certified copies of your certificates and testimonials, including proof of your age, together with originals, may please be submitted for verification to Human Resources.

We request you to return a signed duplicate copy of this Appointment Letter to signify your acceptance of the appointment and terms and conditions thereof.

It is our pleasure to welcome you into Neukelp Innovation Technology Pvt Ltd. and we wish you a successful and endearing career in the Company.

For Neukelp Innovation Technology Pvt. Ltd.

Mr. Swaraj Jena
Director



I confirm and accept the above
Sangram Keshari Sundaray