

OFFER LETTER**July 11, 2024****Dear Subhradip Sinha,**

It gives us immense pleasure in inviting you to join NCompas Business Solutions India Pvt Ltd., as one of our valuable associates. We strongly believe that organizations grow and flourish by the passion, commitment and enthusiasm of their associates willing to invest into their future. We understand that all our associates are truly our partners in our journey towards raising the performance bar of NCompas. We are happy that you are one such associate joining us in our efforts to create a truly global organization.

We are glad to offer you a position as **"Senior Automation Tester"** with the following package, benefits and conditions. Your date of joining will be **July 15, 2024** and are requested to report to office.

1. As an employee of NCompas, we expect commitment, and personal accountability to deliver outstanding quality and results.
2. As a Full-time employee, your position would carry a gross compensation (total annual CTC) of **INR 12,00,000/- Only per Annum (Rupees Twelve Lakhs Only per Annum)** and a One-time Relocation bonus of **INR 15,000/- Only (Rupees Fifteen Thousand Only)** which will be paid in the following month's payroll after confirmation of employment post probation period (3 months).
3. This is a Work from Office role and option for Work from Home on days other than those specified by the management, will not be allowed. However, you will be required to report to the office on work from home days if required by the reporting manager/company.
4. You will be reporting to the **assigned project manager** on the date of joining.
5. Your place of work will be Hyderabad, Telangana, India.
6. Your job responsibilities and reporting structure would be explained during your induction, and they are subject to change as per the management decisions from time to time.
7. Your work Hours will be 9 Hours a Day. The work must be clocked in "ClickUp" on a daily basis.
8. Daily attendance must be clocked in Keka Portal.
9. You should agree to be on HubStaff if required by the company at any time during the employment without any objection.
10. The candidate needs to cover after shift during weekdays to accommodate **client EST time zone** or on weekends if required.
11. You will be required to sign a Non-Disclosure Agreement and IP Agreement, Code of Conduct, Equipment Contract on joining the organization.
12. We want our employees to have a great work/life balance and we strongly encourage them to avail of the leaves we have outlined here. You are entitled to a combined total of 6 days of casual/sick leaves and 15 days of Earned Leaves after completion of 1 year (which can be carried forward) plus 10 holidays as per the calendar. We also support our new moms with Maternity leave as per the maternity act. Please read the Employee Leaves Section in the General Terms & Conditions section below for more details.
13. We strongly believe in continued education and learning, and we offer all our full-time confirmed employees training /certification expenses to the extent of 2000 INR per month upon advance approval by the reporting manager or project lead and the HR for relevant courses and will be reimbursed upon receiving certificate as applicable in the Certification Expense policy.
14. We have a 3-month probation time frame for new employees. This time frame lets you assess your readiness for the position as well as allows us to determine your ability to do the job. You will be provided an employee guideline, training and performance feedback during that time frame as part of your on-boarding. Please read the Probationary Period terms and conditions in the General Terms & Conditions section below for more details.

15. All HR policies including relocation, work from home, travel, leaves, expense reimbursement etc are included in the Organization Documents in Keka HRMS Portal.

General Terms & Conditions of Employment

Remuneration Details: The details of your entitlements and your salary are mentioned above. Deductions from the salary will be made as per the applicable Income Tax Law. Employees are required to submit their tax planning and investment plans for a given financial year to the company at the notified time and shall when called for submit proof of the investments in the form and manner acceptable to the Income Tax authorities. In the absence of the same, the company reserves the right to make the deductions in the available time frame in the on-going year. You will be always governed by the policies, procedures and guidelines of the company related to salary, allowances, benefits and perquisites which are specified in this letter of appointment. Further, the management may modify or change such allowances, benefits and perquisites from time to time, in accordance with its policies.

Also, you are required to always keep your salary information confidential and not to disclose it to anybody in the company.

Work Week: The standard work week is **Monday to Friday**. You will be given Two days off in a week as per the policy of the company (Usually Saturday & Sunday). However, during exigencies you may be required to work during the weekends, at the request of the project manager. The Candidate will be given the opportunity to take time off on any day of their choice as he/she has worked on a week off day as applicable at the discretion of the management.

Company Regulations: You will be governed by the policies and the procedures in force, from time to time. You will also observe general decorum and discipline. The policies and procedures, guidelines are uploaded in Microsoft Teams and Keka portal, you are required to go through them thoroughly, understand and acknowledge the same to [HR Department](#) should you need any clarification on any of the policy, procedure and guidelines, you must contact HR immediately for clarity. However, they may change from time to time at the discretion of the management.

Employee Leaves – Terms and Conditions

You will be entitled to leave on a pro-rata basis (i.e., proportionately from the date of joining), please refer to the Leave policy for eligibility and application of the leave procedure.

- **Earned Leaves (EL):** You will be entitled to 15 days of Earned Leave in a year. Earned leaves are credited at the end of the month and can be utilized after 1 year from the joining date. These leaves can be carried forward to the next year and the maximum accumulation allowed is 30. No encashment is allowed in the first year of your service. Earned leaves cannot be clubbed with Casual Leaves. No earned leaves will be allowed during the notice period.
- **Casual / Sick Leaves (CL/SL):** You will be entitled to a combined total of 12 days of casual / sick leaves in a year. CL/SLs are credited on the date of joining and cannot be carried forwarded or encashed. The number of CL/SLs allowed per month are 2 and if exceeding the limit, leaves will be deducted from Earned leaves balance otherwise will be marked as Loss of Pay (in case of no ELs). If the candidate is on leave due to health conditions for a minimum of 3 days, he/she must file a medical certificate for his/her absence.
- **Maternity Leave (ML):** All female employees are entitled for Maternity Leave as per the Maternity Act.

Holidays: Company follows 10 holidays in a year – Please refer to the holiday calendar for more details.

Verification: Your appointment is subject to satisfactory verification of your character, antecedents and testimonials. This appointment is based on the details provided by you to the company.

Statutory Deductions: Taxes and other deductions such as Income Tax, Professional Tax and any other statutory payments would be to your account, including but not limited to those based on the information on tax planning and investment plans for a given financial year provided by you to the Company provided that you have, when called for by the Company, submitted proof of the investments in the form and manner acceptable to the Income Tax authorities. In the absence of the same, the company reserves its right to make the deductions in the available time frame in the on-going year.

Company Property: You will be responsible for the safekeeping and return in good condition and order of all the properties of the company, which may be in your use, custody, care or charge. For the loss of any property of the company in your possession, NCompas will have a right to assess on its own basis and recover the damages/repairs for mishandling of all such equipment (Mobile Phones, Charges, Laptop, Desktop any other electronic gadgets) from you and take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction.

Confidentiality: You shall not, as per the terms of the non-disclosure agreement (NDA) signed by you and the terms herein, during employment or after cessation of employment, Copy any code, information onto your personal drive or external storage, forward to your personal e-mails, divulge, disclose or impart to any person/organization by word or otherwise particulars or details of systems, procedures, technical know-how, trade secret, administrative, financial or organizational matters pertaining to the company, which you may become aware of by virtue of your employment in the company. You shall maintain confidentiality at all times during the currency of this letter of appointment and also for 2 years after termination of employment on all information in accordance with the company's confidentiality policy and sign such agreements that the company may require for the adequate protection of all its information.

Intellectual Property: The rights to any invention, discovery or creation of any system or method related to the company's operation and arising out of any work done in the course of your employment shall automatically vest with the company. In this connection wherever required, the company may obtain patent rights in its name (or jointly with others) based on the fact of your invention, discovery or other creative effort. The company may require you to sign invention assignment and such other agreements as may be necessary for the company to obtain patents and/or register its intellectual property rights. You will not, in any event be liable to any compensation apart from as aforesaid for such acts. Notwithstanding anything contained herein and any rewards/compensation/performance bonus or other acknowledgment of whichever kind, shall be deemed to confer on you, any rights towards that invention, discovery, process improvement, or other intellectual property right in system or method.

Software & Legal Compliance: The Company shall be the sole owner of any software developed by you during your employment with the Organization, having rights to sell, license, and control duplication, distribution and preparation of deliveries of the software. You shall not claim any income nor benefit from any such development at any point of time. You shall also sign a document to this effect if required by the company. Any duplication of Company's licensed software is not allowed except for backup or archival purpose. You shall ensure that the Company complies with all statutory and/ or legal requirements with regard to the area of your responsibility.

Job Assignment: You may during the course of your employment be given any assignment either arising out of the company's business or that the management in its subjective judgment deems fit with reference to your skill sets, background, qualification or experience. Refusal to carry out such assignments as are allotted to you solely on, amongst others, grounds that it has not been part of your usual duties during your employment shall be deemed serious misconduct and grounds for immediate termination of employment. You will also not be entitled to any additional compensation for carrying out any such assignments/job.

Probation: You will be initially on Probation for a period of three (3) months from the date of your appointment. Please note that the following special terms and conditions of service are applicable to you, only during the period of probation.

1. **Confirmation:** Your confirmation is subject to your performance during your probationary period of three (3) months, your confirmation will be done after completing the performance review. Upon satisfactory performance, the probation status converts to Full time only on confirmation on email and confirmation letter from management, until which it is deemed to be in probation.
2. **Leaves (During Probation):** You will be entitled to 1-day Sick Leave per month and cannot be accumulated during Probation period and 1.25 Earned Leaves each month, however during the probationary period, you are not entitled to avail Earned Leave and the accrued earned leaves will be credited to your leave account and will become eligible to avail Earned Leaves after successful completion of one year with NCompas. *(Please refer leave policy for applicability and leave procedures)*. Leaves will be credited on pro-rata basis as per the Date of Joining.
3. **Employment Separation (During Probation):** During the period of probation your services may be terminated at the discretion of the management, with or without assigning any reason or if there is any violation of terms of contract or other conditions deemed inappropriate for our business. During this period, you may also resign your appointment with one month's notice. The full and final settlement will be processed (excluding any earned leaves) for the number of days you have worked, and it is paid out within 30 - 45days from the last working day.

Non-Solicitation: - You hereby agree not to solicit or cause to be solicited, either during the currency of this letter of appointment and beyond (i.e. cessation of your employment with the Company, either voluntary or involuntary, any employee in the employment company, or directly or indirectly, individually or on behalf of any other person, firm, corporation or entity, (a) interfere with the Company's continuing relationships with its existing employees, (b) attempt to induce such other employees to leave their employment with the Company, (c) interfere with Company's continuing relationships with Company's suppliers or customers, clients (d) sell, attempt to sell or solicit the sale of products or services competitive with those of the Company to Company's customers, or (e) take any action to discourage or divert any supplier or customer, client from doing business with the Company. Appropriate action will be initiated if any deviation is found.

Non-Compete: - The Employee hereby understands and agrees that some restrictions on its activities during and post the Employee's employment is necessary to protect the goodwill and other legitimate interests of the Company. The Employee agrees to, during his employment with the Company, to perform for the Company such duties as it may designate from time to time and will devote his full time and best efforts to the business of the Company and Whilst in employment, the Employee agrees not to undertake any planning for any outside business that may be directly or indirectly competitive with the Company and during employment with the Company;

- After your cessation of employment with the Company the Employee undertakes not to compete, directly or indirectly, with the Company, whether as an employee, a consultant, agent, partner, owner, investor or otherwise.
- The Employee also hereby undertakes, not to engage, in any manner in any activity that is or maybe at any point in time & in any manner competitive with the businesses of the Company
- The Employee shall not, during his/her employment with the Company i.e., NCompas thereafter, without the prior written approval of HR of the Company, engages in any other professional employment or consulting, or directly or indirectly participates in or assists any business with any current client or customer of the Company.
- The Employee shall not, during his/her employment with the Company, engage in any gainful employment with any other Company.

Transfer: The company may in its business interest transfer you to any of its offices in India or overseas or to any subsidiary or associate company, whether now existing or still to be formed, on such terms and conditions as are applicable to such transfer and as per the company's policies. Although the company will endeavor to ensure that such transfers do not cause any disruption to your status, however the company does not guarantee the continuation of any facility or perquisite in new situation. In the event that you are deputed to perform work on / at client sites, you hereby agree and undertake as follows:

- That you shall follow and be governed by the rules and regulations applicable.
- That you shall honour and abide by the requirements under the work permits / approvals / consents and all related rules pertaining to your deputation, including amongst other requirements under the applicable VISA / Travel Program.
- That you shall indemnify and hold harmless, the company, from all liabilities arising out of any act / omission attributable to your negligence or otherwise, whether arising in the course of employment or otherwise.
- In all such cases of transfer you shall be governed by the company's transfer policy and procedure.

Double Employment Prohibited: You will devote full time and attention to the work of the company and will not, during the tenure of your service, take any employment / assignment, direct/indirect business or work, honorary or remuneratory. If you are found doing double employment, legal action will be taken against you.

Employment Separation (Post Confirmation):

- Upon confirmation of your service, you are free to terminate your employment relationship at any time for any reason, with or without cause, or for no reason at all, with Three Months of written notice. In the event you provide less than Three Months written notice to terminate your employment, you agree to pay to the Company the amount equivalent to your Monthly Gross Compensation, pro-rated for the shortfall in the number of days of the notice period.
- The Company can terminate your employment on grounds of poor performance with immediate termination if found unsatisfactory even after going through the Performance Improvement Plan (PIP) cycle.
- The Company can terminate your employment with Fifteen (15) days' notice for any other termination reason other than the above stated reasons.

In the event of poor performance, the employee will be placed under the Performance Improvement Plan (PIP) where the performance of the employee is closely monitored, and feedback is shared in the PIP meetings which occur thrice for every 2 weeks. If the performance of the employee does not improve even after the PIP cycle, it will result in an immediate termination. This process may be modified at the discretion of the management.

In the event of your resignation, the Company, at its sole discretion shall have the option to waive the notice period partly or fully without paying you any salary or compensation for the notice period so waived. This rule does not apply during probation period. However, please note that the Company reserves the right to terminate your employment at any time without notice or payment for cause including misdemeanor, misconduct or negligence, willful misconduct, repeated failure to comply with lawful directions, breach of the terms of your employment and breach of representation, unethical business conduct, breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or business of the Company.

Upon termination of your employment, for any reason whatsoever, you shall immediately hand over all papers, documents, identity card and other property belonging to the Company which may be in your possession or custody, and hereby undertake not to make or retain copies in any form or replica of any such items. Also, at the time of termination of your employment, the Company shall pay the amounts accrued to you after making deductions, to the extent, such sums are due to be paid by you to the Company.

After getting relieved from the services, the Full and final settlement will be processed within 30-45 days from the last working day for the number of days you have worked. The Notice Period, if applicable, will be calculated as per the terms and conditions mentioned in the appointment letter issued to you at the time of joining.

Contact Details: You will keep us informed of any change in your residential address, civil or marital status and other such matters.

Representation. The Employee represents and warrants that s/he is not subject to any court order, agreement, arrangement or undertaking, including but not limited to non-compete and non-solicit obligations or any other disability which may in any manner restrict the employee either from accepting the terms and conditions detailed in this letter of appointment or from performing your functions and providing services under the letter of appointment. Medical history may be considered for travel for employment.

Interpretation/Severability. If any term, condition, or provision in this Letter of appointment is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Letter of appointment at the discretion of the management. All terms, conditions and provisions will continue to be valid and enforceable to the fullest extent permitted by law.

Declarations & Representations: You are required to furnish, on your behalf and if married, on behalf of your spouse, full details of any external directorships held and any personal business interests including but not limited to partnerships, shareholdings and trusteeships; involvement in any other business ventures involving unlimited liability; personal liabilities in connection with business activities; and involvement in other positions external to the Company of those external Interests, including but not limited to involvement in political and non-political associations. You also represent and warrant that the investment and tax returns and proof of the same shall be genuine and that in the event that any of the same is found to be falsified or in any manner incorrect or unacceptable, that you agree to abide by any action that the Company may, in its discretion, initiate and as allowed under law and you shall indemnify and hold the Company harmless from such act/omission attributable to you.

Annulment of Employment: Please note that this letter of appointment shall stand revoked automatically (whether you have accepted it or not) and if you have already commenced employment with the Company and your employment will automatically terminate without giving rise to any claim for compensation or damages in your favour, but without prejudice to the Company's rights and remedies against you, in the following event/s:

- if during the pre-employment or the post-employment background checks, the checking agency gives a negative report; or
- in the event you are charged and/or arrested on allegations of having committed any offence, criminal, economic or otherwise;

Termination for Breach: In the event of a breach of any of the terms of the appointment letter and more specifically in terms of breach of any confidentiality & IP obligations, the Company shall initiate disciplinary and such other action against you as it may deem fit and allowed under law, including but not limited to suspension and / or immediate termination from employment. No compensation will be paid in such cases.

Governing Law & Jurisdiction: The terms and conditions of this letter of appointment/ employment contract shall be governed by the laws of India and disputes arising herein shall be subject to the jurisdiction of the courts at Hyderabad.

Waiver of Breach. Any waiver of the provisions of this Letter of appointment or of a party's rights or remedies under this Letter of appointment must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Letter of appointment or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Letter of appointment and will not in any way affect the validity of the whole or any part of this Letter of appointment or prejudice such party's right to take subsequent action. No exercise or

enforcement by either party of any right or remedy under this Letter of appointment will preclude the enforcement by such party of any other right or remedy under this Letter of appointment or that such party is entitled by law to enforce.

Acceptance: If the terms and conditions of appointment enumerated in this letter of appointment are acceptable to you, please sign the letter of appointment and send us a scanned copy of this letter as a token of your acceptance of the appointment and the terms and conditions thereof and return it to the HR Department. This offer is valid until **July 13, 2024**, failure to acceptance by the mentioned date, this offer stands cancelled.

Please reach out to the HR Department for any questions on the offer.

For **NCompas Business Solutions India Pvt Ltd.,**

P. Satyadev



AUTHORIZED SIGNATORY

----- **ACCEPTANCE** -----

I, _____, do hereby accept and acknowledge that I have read the aforementioned Terms and Conditions, NDA, IP Agreement, Equipment Agreement, Leave Policy, Disciplinary Action Policy, Code of Conduct Policy carefully and agree and will abide with the same accordingly.

Employee Name: _____

Signature & Date: _____

Annexure - 1

On your joining date, please submit the following documents.

SL. No.	PARTICULARS
1	Updated C. V.
3	Duplicate Copy of this Offer Letter duly signed by you
4	Three (3) Passport size colour photographs
5	Two (2) Reference Names, Designation & Contact No. from CURRENT EMPLOYER:
6	PHOTOCOPIES: (All) - Degree Certificate & Mark sheet - SSC / Inter board mark sheet
7	IDENTITY PROOF: <i>(Any one of the following)</i> - Valid Passport Photocopy - Driving License Photocopy - Voter ID / Aadhaar card photocopy - Pan card Photocopy - Corporate Photo ID card
9	Last Three (03) Months' Salary slips from CURRENT EMPLOYER
	LAST Three (03) Months Bank Statement of your Salary A/C of your CURRENT EMPLOYER
10	Duly Certified Form 16 (OR) Taxable Income Statement
11	Copy of Relieving & Experience letter from CURRENT EMPLOYER

Annexure – A
INTELLECTUAL PROPERTY ASSIGNMENT

Name: _____

Date: _____

In consideration of the engagement with the Company and in view of the confidential nature of information by reason of which I will obtain and have obtained special knowledge of NCompas (hereinafter called Company) and business, its necessities and plans and the information of its customer, I hereby agree as follows:

(a) Intellectual Property Assignment

I hereby assign, to Company or its successor, designees or assigns:

Any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating or developing during my engagement which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by Company whenever made by me and for any work made and/or created or cause to made and/or created in the course of my engagement whether on the customer project or otherwise; and also

The business ideas, concepts, schemes, systems and methods (whether or not patentable or copyrightable) conceived, made, developed, created, or reduced to practice and/or combination of any one or more.

The Company shall be the first owner of the copyrights and patents therein and for work made and/or created or cause to made and/or created in the course of my engagement. If by virtue of any law or any judgment, Company is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, for ever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) and Patent(s) etc., in all such Intellectual Property and further waive all my moral rights wholly in favour of Company. I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by Company to secure to Company, its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.

(b) Restrictions after Termination

I further agree upon termination of my engagement to surrender to Company all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of Company. The obligations stated under this Agreement shall survive the termination or discontinuation of my engagement with Company.

P. Satyadev



AUTHORIZED SIGNATORY

ACCEPTED & SIGNED ALONG WITH DATE

Annexure - B

Agreement-General Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation

In consideration of my appointment at Company, and in consideration of the wages or salary to be paid to me, and regardless of the duration of my contract, I enter into the following agreements: I agree to perform competently, diligently, reliably, and to the best of my ability all duties required of me from time to time by Company. I shall not directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Company during the term of my appointment with Company, either within or outside of business hours.

I acknowledge and agree that I am bound by all of the terms and conditions of my Service Agreement in addition to the terms and conditions of this agreement.

Actions Required on Termination: Upon termination of my contract at Company, whether voluntary or involuntary (or at any other time upon the request of Company), I shall return to Company all of its property of which I have had custody, including all handbooks, manuals, notebooks, supplies, credit cards, keys, disks, tapes, records, statistics, data and Confidential Information (defined herein) for which I have acquired by virtue of my employment, regardless of form or media.

Covenant Against Disclosure: I understand that it may be desirable and necessary for Company or any of its suppliers, licensors, licensees or customers to disclose to me information which may include, by way of illustration and not by way of limitation,

Business ideas, techniques, policies, finances, Intellectual Property, copyrighted material, patented know-how, licensed technology, business plans, technical information, designs, drawings, processes, systems, procedures, formulae, test data, improvements

Price lists, financial data, code books, invoices, financial statements and other financial information, computer programs, disks, printouts, sketches

Pricing upon which the Company obtains products and services from its vendors and proposed or existing terms and pricing of sales contracts between the company and its customers

Sales information relating to the Company's product roll-outs, pricing, customized software, marketing tools etc.

Information regarding vendors, employees, customer/s and prospect contacts, customer/s and prospect lists, names, addresses, phone numbers and/or

Any other compilation of information written or unwritten (both individually and collectively referred to herein as "confidential information" during the course of my employment.

Because I will have access to and become familiar with such Confidential Information, I hereby agree to accept and retain such Confidential Information in confidence and agree, at all times during or after the termination of my employment, not to, directly or indirectly, disclose, reveal, use, copyright or patent such Confidential Information, without the prior written consent of an authorized officer of Company. I also agree to keep the contractual relationships of Company with its suppliers, licensors, licensees, customers, contractors, and sub-contractors confidential, including the names, addresses, or special requirements of Company's customers. This Section 4 is

intended to apply to all materials, which I may compile, as well as to all materials furnished to me by anyone else in connection with my employment.

Because it may not be clear to Contract Consultant which information is Confidential Information, in order to minimize the possibility of inadvertent disclosure, Contract Consultant agrees to consult with Company before making any disclosure of information covered by this Agreement.

In the event of a breach or threatened breach of this Section 4 by Contract Consultant, Company shall be entitled, in addition to all other remedies otherwise available to Company, to and Contract Consultant hereby consents to the issuance hereof forthwith in any court of competent jurisdiction without proof of specific damages. Contract Consultant waives any requirement for a bond in connection with any temporary or pendent elite injunctive relief. Consultant may disclose information if such disclosure is directly pursuant to a valid and existing order of a court, or a governmental body or agency, within India; provided, however, that prior to such disclosure, the Contract Consultant (i) notifies Company in writing of the prospective order, or proceeding giving rise to such order, and (ii) Company has had the opportunity to prevent or limit such disclosure.

In the event that Company shall enforce any part of this Agreement through legal proceedings and obtains any judgment or order in such proceedings, Contract Consultant agrees to pay to Company any costs and attorneys' fees reasonably incurred by Company in connection with obtaining such judgment or order.

If any court should hold any part of the covenants set forth herein to be unreasonable, or otherwise unenforceable, the parties expressly agree that the covenants set forth herein shall be enforced to the extent that would otherwise be deemed reasonable or enforceable. In the event of any breach by Contract Consultant, the Non-Compete Period shall be extended on a per diem basis for the period that Contract Consultant is in breach.

Ownership of Work Product: Company shall be the sole owner of my entire work product. For this purpose, "work product" means all inventions, improvements, discoveries, documentation, programming and technology (including all Consultant intellectual property rights) that I may create (alone or with others, at work or elsewhere, during or after the normal workday) relating to the work I do, the business of Company or any research or development conducted by Company. I agree to assign, disclose and deliver to Company, as Company's property, all right and evidence I may have or acquire with respect to any and all work product, and I agree to take such further actions and sign such further instruments as Company may request from time to time to protect and defend its ownership of any and all work product. I understand that disclosure of my suggestions and ideas is encouraged

Partial Restriction on Post-Termination Competition: Background. Company expects to invest considerable time, effort and capital in enhancing the value and desirability of my skills. Both this investment and my compensation reflect Company's expectation of receiving a considerable return from the exclusive use of my services and know-how in the future, free from any danger that Company's customers or competitors may attempt to cause me to leave Company and wrongfully gain the benefit of Company's investment. The partial restraint set forth in this Section 6 does not, and cannot, provide complete protection for Company's investment, development efforts, product, strategy, proprietary and Confidential Information, but Company believes that in combination with the other provisions of this Agreement, it is the most fair and reasonable measure to protect Company's interest, giving due regard to both my interests and the interests of Company.

Covenant Not to Compete: I hereby covenant and agree as a part of and ancillary to this Agreement that for the one year period following the termination of my employment with Company (irrespective of the reason for or such termination), I will not solicit, or attempt to solicit, or cause any third party to solicit, directly or indirectly, any customer of Company for the purpose of selling or licensing products or services that are then competitive with the products and services that are then available to that customer from Company; provided, however, that this restriction shall apply only to customers of Company with whom I actually have material contact (meaning direct interaction, such as through sales calls, presentations or other business dealings) in the course of performing my employment duties for

Company within the two year period preceding the date my employment with Company ends. It is understood that this restriction is necessary to avoid possible compromise of Confidential Information and business interest;

I will not (1) seek or obtain employment of any kind by any means, directly or indirectly, as either employee, agent or consultant, with any customer of Company for which I am providing services on behalf of Company that are competitive with the products and services available to the client from Company provided however, that this restriction shall apply only to employment to perform the same or substantially similar services that I am performing for the client as a Company Consultant; or (2) induce or solicit any employee of Company to seek or obtain such employment with a customer of Company. This restriction applies to my acceptance of any employment by a customer through general advertising or third-party recruitment;

I accept and agree that the above covenants (a) (b) and (c) are reasonable restrictions imposed with an objective to protect Company's legitimate business interests and proprietary and confidential information. Given the compensation and benefits provided to me, I agree that the restriction as to time and scope contained herein are reasonable and necessary to protect Company's business interests and proprietary information. I have sufficient skills to find alternative, commensurate employment that would not violate the terms of this undertaking. I acknowledge that adherence to this undertaking shall not deprive me of the ability to earn a living or support my dependents. In the event of any violation of the terms of this clause, I agree that I shall be liable to Company for liquidated damages in the amount of the gross salary earned by me during the preceding one year from the date of such breach. I acknowledge and agree that said amount constitutes liquidated damages and not a penalty, and that the amount is a reasonable and fair estimate of the actual damages that Company would incur upon such breach...

Following the expiration of the one year period described herein, I shall continue to be obligated under the Covenant Against Disclosure in Section 4 so long as such Confidential Information remains proprietary or protectable as confidential or trade secret information.

Compliance Not Contingent Upon Additional Consideration:

I understand and acknowledge that the wages, compensation, benefits training and experience that Company provides to me shall be full and sufficient consideration for the promises contained in this Agreement. I have not been promised, and shall not claim, any additional or special payment or compliance with the covenants and agreements herein.

Damages and remedies: I acknowledge and agree that if I violate this Agreement, Company may take legal action against me as follows: (1) Company may take legal action in the court for the damages and (2) a violation of this Agreement is likely to cause severe and irreparable cause injury to the business, good will, client relations and proprietary information of Company, an injury that is not adequately compensable by money damages alone. Accordingly, in the event of a breach (or threatened or attempted breach) of this Agreement, Company shall, in addition to any other rights and remedies, be entitled to immediate, appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, in any court of competent jurisdiction.

Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Further, the invalid provision or part shall remain enforceable to the extent permitted by law.

Entire Agreement: This Agreement reflects the full and complete agreement between myself and Company on the subjects covered herein and supersedes and replaces all prior negotiations or agreements, whether written or oral. This Agreement shall only be modified, altered or replaced by a subsequent writing, signed by myself and an authorized officer of Company.

Binding Effect: This Agreement shall inure to the benefit of NCompas

Choice of Law: This Agreement will be governed and controlled in all respects by the laws of India.

Choice of Forum: The parties submit to the jurisdiction and venue of Hyderabad with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient, be binding upon, my heirs, executors, administrators and personal representatives as well as the subsidiaries and affiliates of Company (together with their successors and assigns).

Executed this on _____ day of _____ 2024

Employee Signature & Date

Name

For and On behalf of **NCompas Business Solutions India Pvt Ltd.,**

P. Satyadev
A circular purple stamp with the text 'NCompas Business Solutions India Pvt Ltd.' around the perimeter and 'Hyderabad' in the center.

Authorized Signature & Date

Monthly Salary Break up of Subhradip Sinha:

Basic	50,000
DA	10,000
HRA	25,000
Conveyance	1,600
Medical Allowances	1,250
Other Allowances	12,150
Gross Salary	1,00,000
Professional Tax	200
TDS	
Net Salary	99,800
Total CTC (per annum)	12,00,000

Note: TDS will be deducted as per Income tax submissions.