

## ANNEXURE 2A

### Terms and Conditions of Employment

1. **Responsibility:** You understand and agree that you owe Diksha Technologies Pvt Limited (hereafter termed as “Company” or “Diksha”) an obligation to use your best efforts at all times and have a duty of loyalty to the organization. The roles, responsibilities and duties appropriate to your designation or your employment, will be specified by the Company from time to time. In view of the responsibility entrusted, you must effectively perform to ensure results. You shall be expected “to do what it takes” to ensure that you deliver high-quality work / commitments made to Diksha and its clients. Further, at any time, you may be required to provide services, out of Diksha and its affiliates or its client’s office/site (within India or outside). During such deployment you will be required to align your daily working hours and/or regular work week as per the client’s working norms. You may be required to work in shifts or extended hours depending on the project, client and company requirements.
2. **The Company’s Right to Information:** It is your responsibility to notify the Company of any changes in your personal information including but not limited to address, telephone number, additional qualifications, passport, visa, marital status etc.
3. **Background verification:** You expressly authorize the Company directly or through its agents to conduct complete background verification and reference check. If, at any time, Company believes, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your employment immediately. Further, You expressly represent and warrant that you do not have any criminal convictions involving drugs, theft or violent behavior in the past 5 (five) years.
4. **Probationary:** You shall be on probation for a period of Six months from the date of employment. Your services will be confirmed by the Company, subject to satisfactory performance during the probation period. The Company may, in its sole discretion, at any time reserves the right to, confirm before the completion of the probationary period or extend the probationary period or terminate your employment on unsatisfactory performance.
5. **Transfer and Deputation:** You acknowledge and agree that you may be assigned, transferred or deputed to offices, departments or units of the Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. You may be required to travel upon short notice due to exigencies of business. In the event of any such transfer or deputation, you may be required to consent to and/or agree to certain other agreements or policies as applicable. Your compensation and benefits remain unaffected, but necessary allowances / expenses will be paid in accordance with the current Travel and Deputation policy of the Company. You are expected to keep your passport valid at all times.
6. **Accountability:** You agree that you will comply with all of the Company’s policies and standards (including the Company’s Code of Conduct and Business Ethics) in effect from time to time. As an employee, you have been entrusted with certain powers & authority to accomplish your responsibilities effectively. You shall perform your services in a professional manner and in a manner consistent with the ethical and professional standards of the Company. You will be accountable for all your acts that are not in the interest of the Company, irrespective of whether it has been caused by the willful act or negligence or oversight or ignorance of the policies & procedures, including any misuse of powers and authority. During the term of your employment or after separation, if you are found to be acting against the interest of the company, Diksha reserves the right to take disciplinary action, including, but not limited to immediate injunctive relief or claim damage (recovery of three months salary and any monetary loss) to the company or termination.
7. **Notice:** You may terminate your employment at any time by giving 90 (Ninety) days notice. You acknowledge that at least 90 (Ninety) days notice is reasonable and necessary because of the substantial time, effort and expense the Company will incur in replacing your services and/or acclimating another Employee to the same or similar position. However due to exigencies of business, approval for early release and/or any kind of waiver will be granted at the sole discretion of the Company, including and not limiting to the recovery of salary in lieu of notice period not served.

8. **Cessation** Employee understands that employment with the Company is on an "at-will" basis. The Company may terminate employment by providing 1 (one) month advance written notice, except that no advance or written notice is required if Employee is terminated for "cause" mentioned in clause 6 and 9.
9. **Consequences of Termination:** Your employment will be terminated immediately with or without any notice for "cause" defined as: (a) engage in misconduct (b) Failure, unwillingness or inability to perform the work for a continuous period of seven days; (c) Falsely representing credentials, Any false or misrepresented information or any willfully suppressed material information; (d) Any breach of the Guidelines or the terms and conditions of employment; (e) failure or unwilling to attend the interview or unsatisfactory presentation with the client; (f) failure or unwillingness to report to an assignment, project or client site designated by the company, or to perform in a reasonably satisfactory manner once assigned; (g) unsatisfactory performance is not cured within Five business days (h) conviction for a crime or engaging in other wrongful acts; (i) failure of the background verification (j) absent for a continuous period of 3 days without obtaining approval. Termination "for cause" as defined above shall entitle the Company to pursue all remedies and recourse as provided and reserved under this Agreement, including but not limited to those identified Under Clause 6.
10. **Return of materials:** Upon separation or expiration of your employment, you will return, all Confidential information , any work product and property belonging to the company and its clients, such as documents, machines, mobile, data, files, books, identity card, devices with ID & password, any leased properties etc.

Employee Name :

Date:

Signature:

## ANNEXURE 2B

### CONFLICT OF INTEREST AND OBLIGATIONS

The Company has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of the employee and that of the Company.

1. **Conflicting Rights and Obligations:** Your employment is also contingent upon your ability to work for the Company without restriction (i.e. You do not have any non-compete obligations or other restrictive clauses with any previous employer or any other person(s) or any other third party). You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully and rightfully perform the services as required hereunder.

You also warrant that you have not and will not disclose to the Company any materials or documents or any confidential information or proprietary information obtained from a former employer or any third party or otherwise. You acknowledge that all previous employment contract and/or relationships have been terminated and/or expired prior to the effective start date at the Company. You are required to list all such obligations, if any, as of date, in space provided at the end of this document. If nothing is listed, the Company may conclude that no conflict exists. In case, you become a party to any proceeding brought by any former employer at any time during or after your employment with Diksha, it will be your full and sole responsibility.

2. **Mode of Communication:** Other than general notices, which may be notified by email, general notices, announcement on the Company's web site, bulletin email, bulletin boards and other similar postings, notices will be provided to you in person or by email or by post to the address provided by you at the time of your employment or thereafter.
3. **Intellectual Property:** Information pertaining to Diksha operations and intellectual property is confidential. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.

You expressly covenants and agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyrights, trade secret, trademarks, design rights, mask rights, inventions (collectively "Intellectual Property") whether registerable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or material produced by you during or as a consequence of your employment, whether alone or in association with others or that results from the work that you perform for the company or using the company equipments, supplies or facilities or time of the company, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover or create during or in consequence of employment hereunder (collectively "Work Product") shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception or development.

You hereby irrevocably assign rights, title and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such work products to the company and its affiliates as its exclusive property. You retain no rights to use the Work Product and agree not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds therefrom, even after expiration or termination of your employment hereunder. You agree not to disclose, license or assign the Company's or Client's source code, data or any of the above mentioned or what might seem against the business of the Company or its Clients. In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint company and its duly authorized officers/agents as your agent and attorney to act for and on your behalf to execute all the lawfully permitted acts. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment. The Company shall be entitled to immediate injunctive relief or claim damages (liquidated or unliquidated) or similar relief and/or take disciplinary action (including but not limited to termination) upon potential or actual breach of this agreement by you.

4. **Prior Inventions:** As a matter of record and in order to assist the company in determining the rights to any discoveries and inventions in connection with your employment, you are required to list in the space provided at the end of this document, all inventions, copyrighted material, patents and patent applications which you own or have any interest in and which were conceived of, or first reduced to practice, prior to your appointment with the company, all of which shall remain

your property. If nothing is listed, the Company may conclusively assume that you claim no interest in any inventions, copyrighted material, patents or patent applications.

5. **Confidentiality:** You agree, as part of the employment hereunder, you will acquire or develop confidential and proprietary information about the Company and its affiliates and their employees, contractors and/or clients and its method of dealing with its customers and their clients or end-users. At any time during the term of your employment and thereafter, you agree to execute a non disclosure or similar agreements required by the Company with respect to such Confidential Information.

During the term of your agreement hereunder, You shall (a) develop relationships of special trust and confidence with the Company and its affiliates and their customers, clients, contractors, partners, employees, agencies, vendors (b) hold the confidential information in the strictest confidence (c) maintain utmost secrecy in regard to the affairs of the Company (d) keep confidential all information, instruments, documents etc., that may come to your professional knowledge as an employee of the Company (e) Inform company of any actual, threatened or suspected or attempted unauthorised use or disclosure of any Confidential Information; and (f) return the Confidential Information, including any copies or reproductions, at Company request or upon termination of your employment.

During the course of employment at Diksha, you will have access to information relating to the Company (and its business, service and products), which have commercial and strategic value to the Company and which the Company desires to keep confidential. For the purpose of this Agreement, "Confidential Information", including but not limited to all information concerning: (i) company work products (produced by you or other resource of the company or clients) (ii) intellectual property (iii) technical information including but not limited to, functional and technical specifications, software development, design, Source and object code, formulas, techniques, "know-how", flowcharts, algorithms, drawings, analysis, coding sheets, routines, sub-routines, compilers, assemblers ,designs, results of research and development activities, technical data, computer programs, methodologies, ideas, and related documentation and manuals (iv) Business and financial information, Trade secrets including but not limited to, sales and marketing research, business strategies, licensing technique, titles and descriptions, any patents or patent applications filed, customer and prospect names, requirements, employee, agents, suppliers, distributors, materials, purchase information, fees, rates, pricing policies, quotation procedure, funding information, financial statement, management report, revenue and expense projection, stock information, assets and liabilities, revenues, profits, credit history and other credit related information (iv) Third Party Information: Any and all information and material in the Company's possession or under its control from any other person or entity which the Company is obligated to treat as confidential or proprietary.

This agreement is intended to ensure all Confidential Information, is not used either intentionally or unintentionally, at any point of time, to damage the interest of the Company. All confidential information is the sole property of Diksha. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment.

6. **Non-competition and Non-Solicitation:** During your service with the Company, you are expected to devote your whole time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business or part time employment.

Without prior written consent, during the term of your employment and for a period of 3 (Three) year after separation of your employment (irrespective of the circumstances of or the reason for the separation) hereunder, for any reason , You will not (i) directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business which could result in direct or indirect competition with the business of the Company, or (ii) in any way interfere with the relationship of the Company's customer, employee, independent contractor, engineer or business relation or solicit for employment nor enter into any contract for services directly or indirectly with any of the Company's client, customers, vendors, partner or any company abiding an agreement with the Company, or (iii) accept any offer of employment or contract (a) from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the term of your employment; (b) from a direct competitor of the Company (c) from any source involving you to work with a customer with whom you have worked directly or indirectly during the employment with the Company. If such solicitation or behavior occurs, the Company will be damaged and will consider said solicitation, encouragement or inducement to be an intentional,

knowing and tortuous interference with the Company's employment and/or business contracts and will hold the Employee liable.

7. **Indemnification:** You agree to indemnify the Company and its affiliates for any losses or damages sustained by the Company and its affiliates which is caused by or related to your breach of any of the provisions contained in these terms of Employment. The Company in addition to termination of your services, reserves the right to take all actions permissible under law, including recovery of three months salary and any monetary loss to the company due to your actions, even after separation.
8. **Arbitration:** You agree and acknowledge that, you shall make all reasonable endeavors to settle any dispute or controversy arising out of or in connection with this Agreement or the employment relationship amicably through good faith negotiations with the company. Any dispute or controversy that is not settled through negotiations within 30 (thirty) days of notice being given by either Party of the dispute, shall be exclusively resolved through arbitration by a sole arbitrator to be appointed by the company in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration shall be resolved in a court of competent jurisdiction located in Bangalore regardless of whether one of the parties has executed this Agreement outside Bangalore, or outside of the country. Construction of the terms used in this Agreement shall be interpreted in accordance with the laws of India.
9. **Attorney's Fees:** In the event of the employee's breach of any provision of this Agreement or in the event that the Company is compelled to initiate legal proceedings to enforce any provision of this Agreement, the Company shall be entitled to collect and be reimbursed for any costs and reasonable attorney's fees incurred should it be necessary for the Company to initiate and prosecute legal action against the employee in the event the employee breaches or threatens a breach of this agreement.
10. **Severability:** If any provision of these Terms of Employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Employment shall not be affected.
11. **Agreement:** Your employment will be governed by the Company's policies, as modified, from time to time and at Company's sole discretion, upon notice to you. The terms and conditions contained herein ("Terms of Employment") must be read in conjunction with the Company policies. This Agreement together with other letters supersedes all prior agreements, oral or written, between you and the company and is intended as a complete and exclusive statement of the agreement. You agree and acknowledge that you will disclose the existence of this agreement and explain its restrictions to any person, entity or company that may approach, discuss, suggest in any manner, employment with you.

**Prior Obligations (if any) - see Annexure 2B section 3 above: (If nothing, please write "none")**

---

---

(Attach additional pages if necessary)

**Prior Inventions (if any) - see Annexure 2B section 4 above: (If nothing, please write "none")**

---

---

(Attach additional pages if necessary)

I have read, understood and I agree to all the terms and conditions in the agreement. I hereby declare that there are no conflicting obligations and interest other than those mentioned above. If in the future any conflict arises, I will inform **Diksha Technologies** at the earliest.

The foregoing is agreed by the undersigned party.

Signed By:

Date:

Signature: