

"LEAVE OF ABSENCE AGREEMENT"

This Leave of Absence Agreement is made as of this 5th day of May 2021, by and between:

Company: Promien Consultancy Services(P) Ltd, located at First Floor, G-21, Sector- 03, Noida-201301, (U.P), India and

Employee: Praveen Jakhar, residing at H.no 875, Krishna Colony, Palwal-121102, (Hr), India

Employee is presently serving as Software Developer. In consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Leave. Employee seeks a leave of absence due to: (Check one)

- ☐ Education
- ☐ Illness
- ☐ Injury
- ☐ Disability
- ☐ Personal issues
- ☐ Other: _____

The Company has granted the leave of absence starting on the date of August 2021 until October 2023, Employee will return to the Company on the next business day.

2. Compensation. During the leave of absence, Employee will: (Check one)

- ☐ Continue receiving their salary.
- ☐ Receive _____% of their normal salary.
- ☐ Not receive any salary

Employee will not hold any position or titles while on the leave of absence. Employee is not entitled to any benefits during this time off (☐ except for group medical benefits) unless required by law.

Seniority Rights & Stock Options (Check all that apply)

- ☐ Employee's seniority rights will be unaffected by the leave.
- ☐ Employee's stock options will be unaffected by the leave.



3. Employee Covenants. In consideration of continued employment with the Company, Employee covenants that during their leave of absence from the Company that Employee will not engage in, own, or control any business or be employed in any capacity. Employee will not solicit the business of any client of the Company during this time.

4. Termination. Failure to comply with the terms of this Agreement will result in termination of employment.

5. Injunctive Relief. Employee acknowledges that breach of any of the covenants will give rise to irreparable injury to the Company. Employee acknowledges that such injuries are not adequately compensable by damages and that injunctive relief against such breach is available as a legal remedy. Employee agrees that the covenants herein are necessary for the protection of the Company's legitimate business interests.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

7. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

8. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Uttar Pradesh. not including its conflicts of law provisions.

9. Dispute Resolution. (Check one)

☐ **Court litigation.** Any suit involving any dispute or matter arising under this Agreement may only be brought in a India District Court located in the State of Uttar Pradesh or any State Court in having jurisdiction over the subject matter of the dispute or matter. All parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. All parties waive, to the maximum extent permitted by law, any right to trial by judge in connection with any action or proceeding relating to this Agreement.

☐ **Arbitration.** Any dispute arising out of or related to this Agreement that the parties are unable to resolve by themselves shall be settled by arbitration in the State of Uttar Pradesh in accordance with the rules of the Indian Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.

10. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

11. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements of the parties, whether oral or written, with respect to such subject matter.

12. Amendment. This Agreement may be amended or modified only by a written agreement signed by all of the parties.

13. Notices. Any notice or other communication given or made to any party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that parties may subsequently designate by notice and shall be deemed given on the date of delivery.

14. Waiver. No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Partner of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

With Best Wishes

For: Promien Consultancy Services (P) Ltd.



Mr. Ravinder Pal

Manager– Human Resources

Employee Name:

Employee Signature:

Date:

Cc: Personal File