**TERMINATION AND TRANSITION AGREEMENT**

THIS Termination and Transition Agreement (the “**Agreement**”) is entered into as of **“22nd Nov 2024”** (the “**Effective Date**”), by and among

**Detect Technologies Pvt. Ltd.**, a company incorporated and existing in accordance with the laws of India, with its registered office at Featherlite The Address, Chennai (the “**Company”**, which expression shall, unless it is repugnant to the meaning or context, be deemed to include its subsidiaries, affiliates, successors and permitted assigns);

AND

**Mr. Vikas Kumar Sangwan,** S/o Mr. Satpal Sangwan having his current residence at

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(Hereinafter referred to as “**Employee**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, legal representatives, executors, administrators and permitted assigns)

**Company and Employee hereto are individually referred to as the “Party” and collectively referred to as the “Parties”.**

**RECITALS:**

1. WHEREAS, Employee is currently serving as Junior Software Engineer (SE 1) of the Company;
2. WHEREAS, Employee and the Company have agreed that Employee will voluntarily separate from employment with the Company on **22nd Nov 2024** such earlier date provided for herein;
3. WHEREAS, the Company desires to provide for an orderly transition of Employee’s duties and responsibilities and Employee desires to assist the Company in realizing an orderly transition;
4. WHEREAS, in furtherance of the foregoing, Employee and the Company have negotiated and reached an agreement with respect to all rights, duties and obligations arising between them, including, but in no way limited to, any rights, duties and obligations that have arisen or might arise out of or are in any way related to Employee’s continued employment with the Company and the conclusion of that employment (other than as specifically provided in this Agreement).

NOW THEREFORE, in consideration of the covenants and mutual promises recited below, the Parties agree as follows:

1. **Employment Duties:**
2. **Transition Period**.
3. During the period beginning on the Effective Date and ending on the first to occur of: 1) **“22nd Nov 2024”** or 2) a date mutually agreed to by Employee and the Company (the first to occur of such dates, the “**Transition Date**”), Employee shall continue to serve the Company as **Junior Software Engineer (SE 1).**
4. During the period from the Effective Date until the Transition Date (the “**Transition Period**”), Employee shall transition such duties and responsibilities to **Mr. Bandaru Srinivas Chakra Varthy** as Employee of the Company, including to his successor in the Company.

* Perform such duties, responsibilities and authority as may be assigned by the Director or his assignee from time to time.
* Hand over his email ID without deleting any email or document by Mr. Bandaru Srinivas Chakra Varthy, back to Company.
* Shall not communicate with any of the clients of the Company unless as directed by the Company for operational and financial issues.
* **Return all Confidential Information to the Company without retaining any copies, extracts or other reproductions of such Confidential Information. Any copies that cannot be so returned shall be immediately destroyed under certificate to the Company in such a manner that they can never be retrieved by whatsoever method and in whatsoever form subsequent to such destroying.**
* **Shall assign all the Intellectual Property Rights to the Company.**
* **Shall inform the Company, if there is any violation of any third party Intellectual Property Right.**

1. The Company represents that the Director is not aware of any circumstances that would constitute Cause to terminate Employee’s employment or charge him/her for any felony. Employee represents that he is not aware of any circumstances that would constitute Cause to terminate his employment or cause material adverse effect to the Company. For the purposes of this Agreement, “**Cause**” means Employee’s engagement in gross negligence, wilful misconduct in the performance of his material duties or material responsibilities;
2. **Separation Date.**
   1. For the purposes of this Agreement, “**Separation Date**” means the first to occur of (i) the date on which Employee’s employment is terminated by the Company for Cause or (ii) **resignation**.
   2. Following the Separation Date, Employee hereby agrees that for 4 (four) years after the Separation Date Employee shall:
      * There will be no attempt to malign or cannibalize existing or future business of the Company.
      * Will comply and take all actions and execute all documents necessary for compliance with, all the laws, rules and regulations, in effect from time to time.
      * Shall not solicit directly, or have any role in initiating, inducing, or attempting to influence any employee, contractor, client or consultant of the Company.
      * Shall represent the Company in the right professional manner and not attempt to take any actions which would hamper the goodwill of the Company or cause a material adverse effect or loss to the Company.
      * Shall not disclose any Confidential Information of the Company.
      * Not apply for any Intellectual Property Right which would conflict or hamper the Company in obtaining the same.
3. **No Additional Entitlements:**
4. Employee understands and acknowledges that he will have no further entitlements.
5. Employee hereby acknowledges that Employee has no interest in or claim of right to reinstatement, reemployment or employment with the Company, and Employee forever waives any interest in or claim of right to any future employment by the Company.
6. Employee understands and therefore has delivered the No Dues Certificate to the Company.
7. **Withholding**:

Any payments required to be made by the Company hereunder to Employee shall be subject to withholding of such amounts relating to taxes as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation.

1. **Return of Property**.
2. On or prior to the Separation Date, Employee will return all of the Company’s property, other than those agreed in writing by the Directors. Such property includes, but is not limited to, the original and any copies of any confidential information or trade secrets, PDAs, keys, pass cards, building identity cards, mobile telephones, tablet devices, laptop computers, corporate credit cards, customer lists, files, brochures, documents or computer disks or printouts, equipment and any other item relating to the Company and its business, provided that it would not be a violation of this Section 4 for Employee to retain copies of publicly-filed documents.
3. Further, other than in the performance of Employee’s duties, Employee will not take, procure, or copy any property of the Company before, on, after or in anticipation of the Separation Date.
4. **Cooperation**:
5. At the request of the Company, Employee agrees to cooperate to the fullest extent possible with respect to matters involving the Company about which Employee has or may have personal knowledge (other than Employee’s separation or any other claim Employee may bring against the Company that is not released), including any such matters which may arise after the Separation Date.
6. **Resignations**:
7. Effective as of the Separation Date, unless otherwise requested by the Company in writing, Employee will, automatically and without further action on the part of Employee or any other person or entity, resign from all offices, boards of directors (or similar governing bodies), committees of such boards of directors (or similar governing bodies)and committees of the Company, its subsidiaries and affiliates.
8. Employee agrees that he shall execute any such further documents and instruments as may be reasonably necessary or appropriate to carry out the intent of this section.
9. **Non-Reliance:**
10. Employee represents to the Company and the Company represents to Employee that in executing this Agreement they do not rely and have not relied upon any representation or statement not set forth herein made by the other or by any of the other’s agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement, or otherwise.
11. Employee (i) has reviewed with his own advisors the tax and legal consequences of entering into this Agreement, (ii) is relying solely on such advisors and not on any statements or representations of the Company, its agents or advisors, and (ii) understands that he (and not the Company) shall be responsible for his own tax liability that may arise as a result of entering into this Agreement, other than the Company’s liability with respect to any required tax withholdings thereon.
12. **Confidentiality, Non-Solicitation and Non-Disparagement**

The Company and Employee acknowledge and agree that the provisions of this Agreement apply to Employee prior to and after the Separation Date as if fully set forth in this Agreement. The Company and Employee also agree as follows:

1. **Confidentiality:**
   1. **Company retains the sole and exclusive ownership and intellectual property rights and no license or any other interest is granted to the Employee unless expressly agreed to by Company in writing prior to such disclosure.**
   2. **Employee** and its affiliates will not use the Confidential Information received from the Company and will not disclose any such Confidential Information to any third party other than directors, officers, employees, agents, counsel and representatives who are directly concerned with Company. Employee shall be liable for the breach of this clause.
   3. **Employee should protect Confidential Information disclosed by the Company, either directly or indirectly to the Employee pursuant to this Agreement against disclosure to any third party by exercising the same degree of care and protection of the Company's Confidential Information as Employee exercises with respect to its own Confidential Information. Except as permitted herein, Employee shall not directly or indirectly use, disclose or divulge the Company’s Confidential Information to any third party in any manner whatsoever, copy, photo-copy or re-produce, distribute, republish or allow any such third party access to such Confidential Information received from the Company without the prior written consent of the Company. All Confidential Information is provided "as is" and no Party makes any representations or warranties as to the accuracy or completeness of the Confidential Information provided by it to the other.**
   4. **The** Company and Employee each agree that, without the prior written consent of each other, not to disclose to any third party (other than its representatives):

* the fact that any discussion or negotiation has taken place between the Parties concerning the termination of Employee or the terms of the Agreement; or
* not to make any private or public announcement or statement concerning or relating to such termination of Employee.

**“Confidential Information”** means, without limitation, regardless of form or format, manner of disclosure or whether disclosed by the Company or its affiliate/subsidiary any and all confidential or proprietary information of the Company (and that of its affiliates and subsidiaries) comprising or concerning trade secrets, ideas, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, intellectual property rights, applications, registrations, prosecutions, enforcement and related activities, and/or research and development, finances, business operations, procurement, purchasing, manufacturing, customer names and information, employment practices and policies, personnel, compensation and employee benefits, business plans, sales, marketing, technical data and product plans; and (b) the purpose, terms, conditions, details thereof, such as costs, profits, pricing; and (c) all other information of a similar nature to the foregoing (a) and (b) that is not generally disclosed by the Company to the public.

1. **Non-Solicitation:**
2. **Customers**: Employee shall at no time approach any of the past, present or prospective customers of Company, who has been exposed to the Employee by Company, during the term of this Agreement and for a period of 4 (four) years from the Effective Date, for providing products, software or services similar to the range of products, software or services of the other Party, which are/were/being provided by the Company, without obtaining the prior express written consent of the Company.
3. **Employees**: Both Parties agree that, during and for a period of 4 (four) years after the termination of this Agreement, neither Party will solicit directly, or have any role in initiating, inducing, or attempting to influence any employee, contractor, or consultant of the other Party to terminate his/her employment relationship with the other Party (or with a subsidiary or an affiliate of the other Party) or to work for any other person or entity. If during this period a Party wishes to retain the services of any such persons, then an agreement may be arranged between the Parties

(c) **Non-Disparagement**.

At all times prior to and after the Separation Date, Employee will not disparage, place in a false light or criticize, orally or in writing, the business, products, policies, decisions, directors, officers or employees of the Company to any person. The Company also agrees that none of the Director, will disparage, place in false light or criticize Employee to any person or entity orally or in writing.

1. **Severability:**

If any provision of this Agreement or part, thereof is rendered void, illegal or unenforceable in any respect under any law, the same shall be replaced by, and any omission shall be remedied, by way of a corresponding provision which comes as close as legally and commercially possible to the express or implied intention of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1. **Survival of Rights, Duties and Obligations**:

Termination of this Agreement for any cause whatsoever shall not release a Party from any liability which, at the time of termination, has already accrued to the other Party or which may thereafter accrue in respect of any act or omission prior to such termination.

1. **Governing Law:**

This Agreement shall be governed and construed in accordance with the laws of India. Any differences, claim or controversy arising between the Parties as to this Agreement or any breach thereof, which cannot be settled by good faith negotiations between the Parties within ninety (90) days after one Party gives the other Party a notice requesting discussions to resolve such dispute, including any question regarding its existence, validity, interpretation or termination, shall be finally settled in accordance with the (Indian) Arbitration and Conciliation Act, 1996, by a panel of three arbitrator(s) where one arbitrator shall be appointed by each Party and the arbitrators who shall be so appointed shall in turn appoint the third arbitrator. The place of arbitration shall be Chennai, India. The arbitration shall be conducted in the English language. The arbitration award shall be final and binding. Subject to the aforestated, the courts at Chennai, India shall have the exclusive jurisdiction over all matters in connection with any such dispute.

1. **Modifications to Agreement; Waivers**:

**No modifications of or changes to this Agreement or waiver of the terms and conditions hereof will be binding upon either Party, unless approved in writing and signed by both the Parties. It is further agreed that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder**

1. **Validity:**

**If any provision hereof is found by a court to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.**

1. **Notice:**

Any notice or other communication by either Party to the other under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if delivered personally, the date of transmission if transmitted by telefax or email correspondence to a person authorized to receive such correspondence or communication, or five (5) business days after mailing by registered mail, return receipt requested, postage prepaid, addressed as first above stated; provided, however, that if either Party shall have designated in writing a different address by written notice to the other, then to the last address so designated.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

For the Company

Name: Gripson Martes

Designation: Head HR

Date: 22nd Nov 2024

For Employee

A close-up of a signature

Description automatically generated

Name: Vikas Kumar Sangwan

Date: 22nd Nov 2024