

**20th December 2022**

To  
**Pawan Khandelwal**  
**Jaipur**

**Offer of Employment**Dear **Pawan**,

We are pleased to offer you the position of **Level 03 - Software Engineer** at Superhero Tech Private Limited ("the **Company**") with effect from **03rd July 2023** on the terms and conditions contained in the employment agreement to be executed between the Company and you, and enclosed with this offer letter ("**Employment Agreement**").

Your continued employment with the Company is subject to successfully submitting all valid documents listed in Annexure - B of the Employment Agreement within 3 (Three) days of joining. The Company also reserves the right to conduct reference checks and background verification on candidates. In case you fail to submit any documents mentioned as part of this offer letter successfully, or if there is a discrepancy in the documents submitted, the Company reserves the right to terminate your employment with immediate effect.

Please return the duplicate copy of this letter and the Employment Agreement signed by you in token of your acceptance of our offer within **3 (Three) days** of receiving it.

We welcome you on board and wish to create personal wealth and prosperity for each other.

With Best Regards,



**Authorised Signatory**  
**Superhero Tech Private Limited**

Accepted the contract of employment, on the above terms and conditions:

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**Pawan Khandelwal**

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (this “**Agreement**”) is made and executed on this **20th December 2022**, at Bengaluru.

**BY AND BETWEEN**

(A) **SUPERHERO TECH PRIVATE LIMITED**, a private company limited by shares incorporated under the Companies Act, 2013 and having its registered office at No 432, 2nd Floor, 4th cross, 2nd Block, HRBR Layout, Kalyan Nagar, Bangalore- 560043, India(the “**Company**”);

**AND**

(B) Pawan Khandelwal, presently residing at **Jaipur** (the “**Executive**”).

(The Company and the Executive are hereinafter collectively referred to as the “**Parties**” and, each, individually as a “**Party**”).

**WHEREAS** the Company desires to employ the Executive and the Executive desires to be employed by the Company on the terms specified in this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Term of Employment:**

(i) The Executive’s employment will commence on and from **03rd July 2023** (the “**Effective Date**”) and shall continue unless terminated in accordance with this Agreement (“**Employment Period**”). The Executive understands and acknowledges that his/her employment with the Company may be terminated by the Company at any time, with or without Cause (defined below) in terms of this Agreement.

**2. Designation and Place of Employment:**

(i) During the Employment Period, the Executive shall occupy the position and perform the duties of the **Level 03 - Software Engineer** of the Company or with titles, offices and authority as the Company may from time to time designate.

(ii) The Executive will be placed at the **Bangalore** office of the Company at present, and will be required to travel as per the requirements of the business.

**3. Remuneration:**

(i) The Executive will be on Probation of three months. On successful completion of the probation period, you will be offered a full-time position at Superhero Tech Private Limited. The Executive shall be entitled to an all-inclusive remuneration of **INR 1100000/- per annum (Rupees Eleven Lakh Only)** the breakup of which has been provided in Annexure - A to this Agreement.

In addition to this the Executive will be granted INR 150000/- (Rupees One Lakh fifty thousand Only) amount worth of stock options of the Parent Company (Treebo). The Executive's options will vest quarterly over a period of 4(four) years, with 25% in the first year only after completion of one year of employment, 25% in the second year, 25% in the third year and 25% in the fourth year. The stock options issuance, vesting, exercise, forfeiture and other matters related thereto shall be governed by the Treebo Employee Stock Options Plan of the Parent Company, and all necessary documents shall be additionally executed. If the Executive leaves the Company before the completion of 1 (one) year, the Executive shall not have any vested options under the Treebo Employee Stock Option Plan.

(ii) The Finance department will inform the Executive of the detailed break-up of the remuneration package considering the best tax and accounting practices, which may change from time to time. The Executive's annual increments will depend on his/her performance review which will be conducted periodically.

**(iii) Expense Reimbursement**

The Company shall promptly pay the reasonable, business-related expenses incurred by the Executive, that are authorized by the Company in advance in writing, in the performance of his duties hereunder, including, without limitation, those incurred in connection with business-related travel, telecommunications and entertainment, or, if such expenses are paid directly by the Executive, shall promptly reimburse the Executive for such payment, provided that the Executive has properly accounted for the same in accordance with the Company policy, including without limitation, providing supporting documents.

**(iv) Employment Benefits**

The Executive shall be entitled to leave and other benefits in accordance with the Company's rules in force from time to time and as contained in the Company's 'Employees Handbook'/'Standard Conditions for Employment'. However, in the event of the Executive's relocation or deputation to any affiliate/subsidiary within or outside of India, the Executive will be entitled to such leave as is availed by other employees of similar qualifications and designation at new location. All restructuring of leave and/or benefits will be documented separately in consultation with the Executive.

**(v) Statutory Deductions, Withholding**

- a) Remuneration or benefits paid to the Executive shall be subject to all applicable statutory deductions including but not limited to income taxes, professional tax, provident fund, gratuity (as and when applicable) which Company shall pay to the government authority and any other deductions on the Executive's compensation or benefits as may from time to time be required by governmental authority. Notwithstanding anything contained in this Agreement, the Executive shall be solely responsible and liable for filing of personal income tax returns.
- b) It is clarified that the Executive is required to submit all required proofs of permitted savings / investments and other details from time to time to enable the Company to comply with the provisions of the law. In the event of non-compliance by the Executive with the aforesaid, consequent to which if the Company is

required to pay any interest or payment under any law, the Company shall deduct the amount as may be paid or payable from the Executive's salary or other payments and the Executive shall allow the Company to comply with these requirements without objection.

#### **4. Executive Undertakings, Commitments and Covenants**

- (i) The Executive agrees that he/she shall perform his / her duties and undertake his/her responsibilities within the mandate of work place and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use his/her sincere and dedicated efforts to effectively carry out all duties and responsibilities assigned to him/her by the manager/supervisor and others authorized by the Company to assign such duties and responsibilities.
- (ii) The Executive undertakes, commits, agrees and covenants that all final decisions with respect to his/her designation, area of responsibility, promotion, raises and such other related issues shall be taken by the authorized representative of the Company, in such form and manner, as shall be determined at the discretion of the management of the Company.
- (iii) The Executive undertakes, commits, agrees and covenants that during the Employment Period, he shall not render commercial or professional services or assume any commercial or executive responsibilities of whatsoever nature to, or be employed with, or provide consultation to, any person or organization or in any other entity, whether or not for pecuniary gain, without the prior written consent of the Company, and that he will not directly or indirectly engage in any business that is competitive in any manner with the business of the Company.
- (iv) The Executive agrees that he shall not participate in any activity that constitutes an actual or potential conflict of interest with his employment with the Company at any time during the Employment Period.
- (v) The Executive undertakes, commits, agrees and covenants that this Agreement shall continue to be operative notwithstanding any change in his/her designation, promotion or transfer.
- (vi) The Executive shall apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures, as amended from time to time.
- (vii) The Executive shall be subject to all applicable policies and bylaws of the Company as in effect from time to time. In the event of any conflict between any terms of such policies and the provisions of this Agreement, the terms of the policy shall prevail.
- (viii) **Training:**
  - a) As applicable, the Executive may be imparted training on his/her joining. The Company lays high importance on this and spends considerable resources on the training. A full commitment is expected during the training program. The Executive will not be allowed to start any work on any of the Company's work processes in case of the Executive's failure in the training program.
  - b) It is understood and agreed that the Executive's services can be discontinued

without notice, in case of failure to complete the training.

- c) The Executive acknowledges that during the term of his/her employment, the Executive may be provided other training as may be required by the Company for its business from time to time.
- d) In case the Executive decides to terminate his/her services within one year of undertaking such training program, the Executive shall be required to reimburse such costs and expenses incurred by the Company in relation to such training programs.

## **5. Ownership of Intellectual Property**

- (i) "Intellectual Property" means any work product (whether tangible or intangible) including materials, writings, trademarks, trade names, computer programs, data, database, technology, ideas, concepts, trade secrets, designs (registered or unregistered), innovations, discoveries, inventions, improvements, (whether or not patentable and whether or not copyrightable) that is conceived, created, designed, invented, discovered, written, prepared or developed by the Executive, solely or jointly with others, relating in any manner to any present or prospective business or other activities of the Company and/or its affiliates and/or resulting from the use of the Company's time and/or materials and/or information and/or facilities, or from the services Executive performs for the Company (whether during normal business hours or other than during normal business hours) during the Executive's engagement by the Company, and includes work product that is known to the Executive by virtue of his or her employment with the Company.
- (ii) All rights, title and interest in any intellectual property arising out of or in connection with the Executive's employment, whether or not developed within working hours, including without limitation any copyrights, rights to derivative works, trade secrets and any other intellectual property rights, created or conceived (including, but not limited to, any tools, designs or methodologies) in the Company's premises or using the Company's property or other proprietary rights therein, shall be the property of the Company.
- (iii) With respect to any Intellectual Property that is protected under the Copyright Act, 1957, the Parties agree that all Intellectual Property created (in whole or in part) by the Executive is and will be a work created in the course of the Executive's employment with the Company under this contract of service and therefore the Company is and will be the first owner of such Intellectual Property and the copyright to such Intellectual Property will vest initially with the Company. If it is held by a competent authority that the Company is not the first owner of copyright in the Intellectual Property created by the Executive, then the Executive does now for good and valuable consideration hereby assign to the Company all right, title, and interest in and to such Intellectual Property, for the territory of the world and for the entire term of copyright protection in such Intellectual Property.
- (iv) With respect to any Intellectual Property that is or may be protected under the Patents Act, 1970, Executive does now for good and valuable consideration hereby assign to the Company the complete title to such Intellectual Property without limitation throughout the world for the entire term of patent protection, when granted.
- (v) With respect to any other Intellectual Property that is not protected under the Copyright Act, 1957 or Patents Act, 1970 (including but not limited to trade names, trademarks, trade secrets, and non-copyrightable or non-patentable ideas, concepts, designs,

innovations, discoveries, inventions, improvements, computer programs, data, technology and any moral rights), the Executive does now for good and valuable consideration hereby irrevocably transfers, conveys and assigns to the Company all right, title, and interest to such Intellectual Property, without limitation, throughout the world, in perpetuity. Executive hereby warrants and represents that neither Executive nor anyone claiming through Executive will have any rights to or at any time make any claim to such Intellectual Property.

- (vi) With respect to all Intellectual Property, the Executive agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Company to the Intellectual Property, or secure, maintain or protect the Company's ownership of the Intellectual Property, as the Company may deem appropriate. If the Executive does not, within five days of presentment, return the requested executed documents, then the Company is hereby granted a limited power of attorney to execute all such documents on behalf of the Executive. This power of attorney is coupled with an interest and is irrevocable.
- (vii) The Executive will promptly disclose to the Company all intellectual property and maintain detailed written records (in the form of notes, sketches, drawings, and as may be reasonably specified by the Company) of all such intellectual property, including, without limitation, of the procedures employed and the results achieved to be submitted to the Company on the completion of each given project.
- (viii) The Executive represents and warrants that he or she has the sole and exclusive right to dispose of any and all rights granted herein; that the Intellectual Property is original and free and clear of any encumbrances or liens and are not subject to any third-party agreements or arrangements that would interfere with the exercise of rights granted herein; that he or she will not execute any further agreement or arrangements in conflict herewith and that the Intellectual Property does not and will not violate or infringe on the right of privacy or any other right of any person or corporate entity including but not limited to any patent, copyright, trademark, trade secret, contract, or other right. The Executive will hold harmless, defend, and fully indemnify the Company and its affiliates, and all of their Executives and agents against any damage, loss or expense, including reasonable attorneys' fees, occasioned by any demand, claim, action, suit or proceeding by reason of any breach of any of the foregoing representations and warranties. The Executive agrees that in the event the Executive develops, creates or compiles any data, literature or develops or creates any creation in which any copyright or any other intellectual property right subsists in the course of his/her employment with the Company, he/she shall not disclose the same to any other person or persons and hereby assigns in perpetuity all future intellectual property rights including copyrights in favor of the Company. The Company shall be the exclusive and the first owner of such creation and/or compilation and shall deal with the same in any manner it deems fit. To the extent that it should be determined that the copyright or any other intellectual property right in any aspect of such creation and/or compilation does not vest with the Company, the Executive does hereby assign, worldwide in perpetuity and irrevocably, all the rights including the copyright to the title and concept of the said creation and/or compilation to the Company.
- (ix) To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right within one (1) year of such assignment.



- (x) The Executive agrees to execute and deliver to the Company all documents or do any acts which the Company may reasonably deem necessary to give effect to the intent and provisions of this Clause and perfect the rights granted herein.

## **6. Confidential Information**

- (i) The Executive acknowledges that during the course of the Executive's employment with the Company, the Executive has had and will continue to have access to "Confidential Information" of the Company and/or received by the Company from third parties, which is confidential to the Company and/or such third parties.
- (ii) The Executive acknowledges that the Company has explained that such Confidential Information is the valuable property of the Company and/or such third parties, is critical to its business and that the Executive's employment with the Company shall bring him into close contact with many confidential affairs of the Company and / or its affiliates, including without limitation, information regarding the following:
- a) management, methods and operating techniques;
  - b) procedures and methods;
  - c) sales, advertising and marketing methods;
  - d) development and service methods;
  - e) business techniques;
  - f) information regarding customers and products;
  - g) information regarding employees and personnel;
  - h) training techniques, manuals and procedures;
  - i) hardware systems and software programs; and
  - j) information relating to the prior, current or contemplated products or services offered and information that the Executive has a reasonable basis to believe was accepted by the Company and / or its affiliates/subsidiaries from any third party under obligations of confidentiality (collectively, the "**Confidential Information**").
- (iii) The Executive acknowledges that such Confidential Information is not readily available to the public other than in normal course of business and was developed by the Company and / or its affiliates / subsidiaries with great effort and expense.
- (iv) The Executive shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, at any time, to any Person or Competitor of the Company/ affiliates; or use for any purpose, any Confidential Information other than such purposes as shall be required to fulfil the Executive's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission.
- (v) Notwithstanding the aforesaid provisions, the Executive may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Executive shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.
- (vi) The Executive shall return to the Company or to its nominees, Confidential Information, including copies thereof, irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Executive's possession, power and control as and

when called upon by the Company and upon termination, or at the option of the Company, as the case may be, destroy the same and will not make or retain any copies of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Executive. Further, the Executive shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

- (vii) The Executive understands that access to the Company's databases and table structures, including but not limited to databases or tables relating to salary information, benefits, or stock of Company Executives, is only on a "need to know basis". The Executive understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Executive, and the Executive agrees that he/she shall not access any databases or tables for purposes other than those necessary to perform the Executive's duties. The Executive understands that accessing a Company database or table that does not directly relate to the work required to be performed by the Executive may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. Further,
- a) The Executive will not disclose his salary or any other compensation details to other Executives.
  - b) Using another Executive's password, or allowing someone to use a password that has been designated solely as the password of the Executive, may, at the sole option of the Company, result in disciplinary action up to and including termination.
  - c) The Executive will not copy Company data or any technical code to the Executive's personal or home computers and will use only Company provided equipment.
  - d) The Executive also understands that the Company may monitor and review which databases and tables the Executive has been accessing at any time without prior notice to the Executive.
  - e) Executives will use only the official Company e-mail system for all official and work related communications and will not use personal e-mails for any official communication.
- (vi) During the term of employment, the Executive will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Executive has an obligation of confidentiality, and the Executive will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Executive has an obligation of confidentiality, unless consented to in writing by such former employer or person.

## **7. Non-Competition and Non-Solicitation**

- (i) During the term of the Executive's engagement by the Company and for 2 (two) years thereafter (the "**Restricted Period**"), neither the Executive nor any of his/her affiliates shall, directly or indirectly, or together with any other person (including, any combination thereof or through or with any of their respective affiliates or any director of the Company or otherwise howsoever) engage in any acts of Competition. In agreeing to this restriction on Competition, the Executive acknowledges that:
- a) The Company's business is conducted on an international basis, and as such is not



- geographically limited;
  - b) If the Executive were to participate in a business that competes with the Company, the Executive's new duties and the products, services, and technology of the competing business would be so similar or related to those contemplated by the Executive's engagement by the Company that it would be very difficult for the Executive not to rely on or use the Confidential Information; and
  - c) The Executive, and any entity in competition with the Company to which the Executive might render services, cannot avoid using the Confidential Information, because even in the best good faith, the Executive cannot as a practical matter avoid using the knowledge of the Confidential Information in the Executive's work with such an entity.
- (ii) If any restriction with regard to Competition is found by any court of competent jurisdiction, or an arbitrator, to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it will be interpreted to extend over the maximum period of time, range of activities or geographic area to which it may be enforceable.
- (iii) For the purpose of this Agreement, "**Competition**" means:
  - a) incorporating, promoting, joining, engaging in, entering into or associating themselves in any capacity whatsoever or being interested in or concerned in any manner with a competing business, in whatever form and wherever organized, to that of the business of the Company and / or any of its affiliates/subsidiaries as now or hereafter may be carried on (or agreeing to or entering into or participating in any negotiations or discussions to do all or any of the foregoing); or
  - b) investing in any manner in the capital or becoming a shareholder of all or any of the subsidiaries and / or any of their respective affiliates or in any joint venture or other entity in which the Company and / or its subsidiaries and / or any of their respective affiliates are involved, or collectively and / or individually initiating or engaging in any new activities that could be in competition with the business activities of the Company and / or its subsidiaries and / or any of their respective affiliates as now or hereafter may be carried on, through any vehicle other than the Company and / or its subsidiaries and / or any of their respective affiliates; or
  - c) Recruiting, soliciting, or inducing of any non-clerical executives of the Company or its affiliates or any advisor in the Company to terminate their employment with, or otherwise cease their relationship with, the Company or its affiliates, or hiring or assisting another person or entity to hire any non-clerical executive of the Company or its affiliates or any person who within 6 (six) months before had been a non-clerical executive of the Company or any of its affiliates or any advisor to the Company;
  - d) Soliciting or inducing any actual or prospective customer, client, or investor of the Company or its affiliates to terminate, or otherwise to cease, reduce, or diminish in any way its relationship or contemplated relationship with the Company or its affiliates, whether or not the relationship between the Company or such affiliate and such person or entities was originally established, in whole or in part, through Executive's efforts; or

- e) Soliciting business of any client of or investor in the Company or any affiliates thereof (unless such solicitations are rendered on behalf of the Company or its affiliates), or render any services of the type usually rendered by the Company or an affiliate thereof for any such client of the Company or any affiliates thereof (unless such services are rendered on behalf of the Company), whether or not the relationship between the Company or such affiliate and such client or investor was originally established, in whole or in part, through Executive's efforts.
- f) Joining, working for, being employed with, providing consultation or services to, being associated with, or advising a competitor of the Company.

(iv) **Reasonableness:**

The Executive acknowledges that based on his unique skills, position and exposure to Confidential Information, the breach, or threatened breach, by him of the provisions of this Clause 7 shall cause grave and irreparable harm, loss and injury to the Company and / or its affiliates/subsidiaries, which harm cannot be fully redressed by the payment of damages to the Company and / or its affiliates/subsidiaries. The Executive acknowledges that the scope and duration of the non-competition and non-solicitation provisions are reasonable and the Company may, in addition to any remedy available to it at law, obtain equitable relief in the form of specific performance, temporary or permanent injunction, or any other equitable remedy which may be available against the Executive for the non-performance of any term or provision hereof.

**8. Warranties and Indemnification**

- (i) The Executive represents and warrants to the Company that he is free to accept employment with the Company as contemplated herein, and he has no other prior obligation or commitments of any kind to anyone which would in any way interfere with his acceptance, or full performance of his obligations, under this Agreement, or the exercise of his best efforts to his employment hereunder.
- (ii) The Executive acknowledges that the employment is offered by the Company on the basis of the Executive having furnished to the Company all the documents as set out in Annexure - B.
- (iii) The Executive shall defend, indemnify and hold the Company, its directors, affiliates, subsidiaries and agents harmless from and against any and all losses, claims, liabilities, judgments and other matters, including but not limited to, reasonable attorney's fees arising out of or incurred in connection with, a breach of any representation, warranty or covenant of the Executive under this Agreement.

**9. Remedies on Breach**

- (i) The Executive agrees that upon a material breach of this Agreement by the Executive and failure by the Executive to rectify such breach within the cure period of seven (7) days, only if such breach is capable of such cure or rectification, the Company shall have the right to recover all the losses and damages suffered by it and the Executive shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.
- (ii) The Executive agrees that any negative covenants, obligations and/or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed

in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Executive expressly waives the defense that damages are sufficient alternate relief to an injunction and the Executive confirms, assures and represents that each and all of the negative covenants and obligations and undertakings referred to herein or separately executed in favor of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Executive as contracted herein (whether by way of ad interim or interim relief, or otherwise by way of permanent injunction and damages).

- (iii) No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

## **10. Termination**

### **Resignation by the Executive and Termination by the Company without Cause**

- (i) Either party is entitled to terminate this Agreement by a notice of **60** days in writing or payment of base salary in lieu thereof. If such termination is by the Company and is without Cause (as defined in Clause 10(vi) below), notice pay will be calculated at the rate of base salary for 30 (Thirty) days together with the Termination Dues (as defined in Clause 10(x) below). If under probation, executive needs to serve 7 days notice period and if it is initiated by the company, it would be immediate Termination.
- (ii) In case any disciplinary and /or legal proceeding is pending or contemplated against the Executive, the Company may refuse the Executive's resignation and in such case, the resignation shall not take effect till the Company accepts it.
- (iii) The Company may, however, at its sole discretion, opt to relieve the Executive earlier without any liability for payment of any dues for the un-expired period of notice. If the Executive tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by the Executive in the aforesaid letter of resignation.

### **Termination for the Executive's Disability**

- (iv) If, in the sole opinion of the Company, the Executive is unable to carry out the responsibilities and functions of the position held by the Executive by reason of any physical or mental impairment for more than thirty (30) consecutive days or more than ninety (90) days in any twelve-month period, then, the Company may terminate the Executive's employment, subject to applicable law.

### **Termination due to the Executive's Death**

- (v) This Agreement will terminate forthwith upon the Executive's death and the Company shall not have any further liability or obligation to the Executive, his executors, heirs, assigns or any other person claiming under or through his estate; provided however that the Executive's legal heirs shall receive Termination Dues (as defined below).

**Termination by the Company for Cause**

- (vi) The Executive's services may be terminated without any notice or liability, for the following causes ("**Cause**"):
- a) An act of dishonesty or other willful misconduct by the Executive including, without limitation, theft or misappropriation (or attempted theft or misappropriation) by the Executive of property of the Company or the commission or omission of an act or acts by the Executive constituting fraud against the Company, that is detrimental to the pecuniary interests, reputation or goodwill of the Company;
  - b) Habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Executive that prevents him from performing the essential functions of his position;
  - c) Committing a serious or persistent breach or non-observance of any condition of the Executive's employment;
  - d) The breach of any representation or warranty made by the Executive under this Agreement;
  - e) The Executive's conviction of a crime, or the entering of any guilty plea in respect of such crime, for which the minimum punishment under applicable law is not less than one (1) year imprisonment, or any conviction for a crime involving fraud or the entering of any guilty plea in respect thereof;
  - f) Any act or omission by the Executive involving moral turpitude other than minor traffic violations;
  - g) Knowingly or repeatedly acting in excess of the Executive's powers or in contravention of the instructions of the management or the board;
  - h) Knowingly or repeatedly failing to perform the Executive's duties as set out herein;
  - i) Acting with gross or repeated incompetence or negligence to the material detriment of the Company; and
  - j) Gross or repeated contravention of the provisions of the Non Competition and Non-Solicitation Clause or the Confidential Information Clause hereof.
- (vii) Any termination pursuant to Clause 10(vi) above shall be made in writing to the Executive, which notice shall set forth in as reasonable detail as practicable, all acts or omissions upon which the Company is relying for such termination for Cause.
- (viii) If the Executive's employment is terminated for Cause, the Company shall be entitled to recover any pecuniary costs incurred by it in connection with such Executive's employment or the determination thereof, including, without limitation, from out of and against such Termination Dues (defined in Clause 10(x) below) payable to the Executive upon his termination for Cause.
- (ix) The Company shall have the right to suspend the Executive, for such period as may be required, to investigate the Executive's conduct for any reason specified in Clause 10(vi) above and, if necessary, hold a disciplinary hearing.

**Termination Dues**

- (x) In the event of termination of employment of the Executive for any of the reasons set out in this Clause, the Executive will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of such termination; provided however

that the Executive shall be entitled to receive statutory payments including any accrued leave to which the Executive may have been entitled to or may have earned (but which have not yet been paid) as of and up to the effective date of such termination (the "**Termination Dues**");

Provided further that any balance of advance or loan taken by the Executive from the Company or any other dues including training costs payable by the Executive, shall be fully recovered from the Executive's salary, at the time of the Executive leaving the services of the Company.

#### **Notice ; Effective Date of Termination**

- (xi) Notwithstanding anything in this Agreement, the termination of the Executive's employment pursuant to this Agreement shall be effective:
- a) immediately upon the expiry of the written notice delivered by one Party to the other Party in accordance with Clause 10(i);
  - b) immediately upon the expiry of the written notice delivered by the Company to the Executive in relation to the Executive's termination by reason of his having become disabled in accordance with Clause 10(iv);
  - c) immediately upon the delivery to the Executive of written notice of his termination for Cause in accordance with Clause 10(vi); or
  - d) immediately upon the death of the Executive.

#### **11. Consequences of Termination**

- (i) The Executive hereby agrees that upon termination of this Agreement by either of the Company or the Executive, the Executive shall return all the properties belonging to the Company in its possession as per the instructions of the Company. The Executive agrees that failure by her/him to return the property of the Company upon termination shall be deemed to be criminal breach of trust.
- (ii) The Executive agrees that, following notice of termination of his employment, he shall cooperate fully with the Company in all matters relating to the completion of his pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate.
- (iii) The Executive further agrees that during and following the termination of his employment he shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he has any knowledge or that may relate to him or his employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to him related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.
- (iv) Nothing in this Clause shall be interpreted to include giving information that may be directly or indirectly self incriminating as regards the Executive.
- (v) The Executive agrees that in the event of any termination of his/her employment with the employer for any reason, within 1 (one) year from the date of his/her joining the Company, the Executive shall be liable to forthwith refund the relocations charges, joining bonus, retention bonus, notice buyout, brokerage or any other costs borne by the Company for the Executive towards additional benefits. The Executive agrees that in the

event of any default in said refund, the Company shall be entitled to recover full or part of the said amount as it may deem fit from any salary/bonus/incentives payable to the Executive post termination in addition to its rights to proceed with recovery claims against such Executive if the amount is not fully recovered when due at the cost of the Executive.

**12. Binding Agreement**

- (i) Subject to the provisions of this Clause 12, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.
- (ii) The Parties understand that the obligations of the Executive are personal and shall not be assigned by him.

**13. Amendment**

- (i) This Agreement and the agreements and documents referred to herein contain the entire understanding of the Executive and the Company with respect to the employment of the Executive by the Company and supersede any and all prior understandings, written or oral, between the Executive and the Company and between the Executive and any affiliate/subsidiary or predecessor of the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect.
- (ii) This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Executive and a duly authorized officer of the Company.

**14. Severability**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision

**15. Governing Law and Jurisdiction**

- (i) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India.
- (ii) All disputes, controversies and differences of opinion arising out of or in connection with this Agreement which cannot be settled amicably by the Parties hereto shall be resolved by a sole arbitrator appointed by mutual agreement of the Company and the Executive and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and statutory re-enactments or modifications thereof for the time being in force. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bengaluru. The arbitration proceedings shall be conducted in the English language.



- (iii) Pending resolution of any dispute by the arbitrator in accordance with Clause 15(ii), the Parties shall have the right to apply to a court of competent jurisdiction in Bengaluru, to obtain interim injunctive relief in respect of such dispute.

## **16. Miscellaneous**

- (i) Any notice provided for in this Agreement shall be provided in writing and shall be deemed to have been duly given (a) when delivered if sent by hand delivery; or (b) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service; or (c) upon transmission and electronic confirmation of receipt, if sent via facsimile or electronic mail. Notices shall be properly addressed to the Parties at their respective addresses specified in this Agreement or to such other address as either Party may later specify by notice to the other.
- (ii) No delay or omission by the Company or the Executive in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.
- (iii) By entering into this Agreement, the Executive certifies and acknowledges that he has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he voluntarily and knowingly enters into this Agreement. The Executive has been provided with an opportunity to consult with the Executive's own counsel with respect to this Agreement.
- (iv) Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from the Executive against any amount payable at any time by the Company to the Executive pursuant to this Agreement.
- (v) The requirements and covenants of Clause 5 (Ownership of Intellectual Property), Clause 6 (Confidential Information), Clause 7 (Non-Competition and Non-Solicitation), Clause 8 (Warranties and Indemnification), Clause 11 (Consequences of Termination), Clause 12 (Binding Agreement), Clause 14 (Severability), Clause 15 (Governing Law and Arbitration) and Clause 16 (Miscellaneous) and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement and the termination of the Executive's employment with the Company.

**ANNEXURE A**

<b>Compensation Breakup</b>	<b>Annual</b>	<b>Monthly</b>
Basic Salary	440000	36667
House Rent Allowance	176000	14667
Special Allowance	462400	38533
Provident Fund Employer Contribution	21600	1800
<b>Total Annual Earnings</b>	<b>1100000</b>	<b>91667</b>
<b>Non- Monetary benefits:</b>		
Gratuity (As per Payment of Gratuity Act,1972)	21154	
Medical Insurance Premium	6000	
<b>Total CTC</b>	<b>1127154</b>	
<b>Note:</b> <ol style="list-style-type: none"><li>1. Based on Employee declaration/ Expenditure receipts, a portion of special allowance can be made non-taxable against specified IT Provisions</li><li>2. Gratuity is paid in addition to the total compensation specified above as per Gratuity act on retirement or Employee leaving the Company of minimum five years of continuous services.</li><li>3. Both Employers and Employee PF contribution is part of CTC.</li><li>4. Income Tax deduction; as per Income Tax rules, based on relevant sections of Income Tax Act.</li><li>5. Professional Tax deduction will be applicable as per Karnataka Professional Tax laws.</li></ol>		

**ANNEXURE B****Requirements for joining**

Please bring with you the following documents on the day you join.

1. 4 Passport sized photographs
2. Photocopy of Proof of Date of Birth (Birth Certificate/Passport)
3. Photocopy of Proof of Address (Ration Card, Voters ID)
4. Photocopies of Educational Qualifications
5. Relieving Letter from Last Employer
6. Photocopy of last drawn Salary Slip (2 months)
7. PAN Card Copy