

TERMS AND CONDITIONS OF EMPLOYMENT

Date: 18-07-2022

From:

EGLAF TECHNOLOGY LLP

BH-623, Arved Transcube Plaza.

Opp. Ranip BRTS Stand,

Ranip, Ahmedabad-382480.

Email: dpandey@eglaftechnology.com

To:

Umang Parmar

Street No : 19-new Harinarayan Park,

Hatkeshwar,

Ahmedabad City, Amraiwadi, Gujarat, 380026

Re: Employment with EGLAF

TECHNOLOGY LLP

Dear **Umang Parmar**

We are pleased to offer you ("You" or the "Employee") employment in EGLAF TECHNOLOGY LLP, having its office at BH-623, Arved Transcube Plaza.

Opp. Ranip BRTS Stand, Ranip,

Ahmedabad-382480. ("Employer") on the following terms and conditions:

(1) Type of employment

The Employee will be employed on the following basis: full-time.

(2) Commencement of Employment

(a) Your employment with the Employer ('Employment') shall be effective from the Commencement Date, which shall be the later of:

(i) 17-07-2022 and

(ii) You providing the Employer with copies of your passport or birth certificate and all documents pertaining to your educational and professional qualifications and references from your previous employers (if any) to the Employer's satisfaction.

(b) You shall be employed with the Employer as **Desktop Support Engineer**. The Employer reserves the right to change your designation from time to time at its sole and absolute discretion.

(c) Your period of continuous Employment with the Employer shall be calculated from the Commencement Date.

(d) You warrant and represent to the Employer that you will not breach any obligation binding on you by reason of entering into this letter agreement or

performing any of your duties and obligations under it or other third party contractual obligations.

(e) You warrant that all the information relating to you and provided by you to the Employer is true and accurate.

(3) Probation

(a) You shall be on probation for a period of 3 Months from the Commencement Date. During this period the Employer may terminate your Employment by giving you 7 (seven) days prior written notice of termination. You may terminate the Employment during the probationary period by giving the Employer 15 (fifteen) days prior written notice of termination or 15 (fifteen) days salary in lieu of 15 (fifteen) days notice. It is clarified that during the probationary period, if you give the Employer prior notice of less than 15 (fifteen) days or purport to terminate the Employment prior to the completion of the 15 (fifteen) days notice period, you hereby agree to pay the Employer the proportionate part of your salary for that part of the notice period that is not fulfilled.

(b) At the end of the probationary period, the Employer shall:

(i) If satisfied with your performance and suitability for continued employment confirm the same in writing, or

(ii) Terminate your Employment upon giving you 15 (fifteen) days prior written notice of termination.

(4) Compensation & Benefits

(a) As compensation, you shall be entitled to receive a CTC of Rs. 2,76,000 per annum.

(b) This shall accrue on a daily basis and be payable in the following periodicity in arrears by the 10 of the subsequent month by transfer to your bank account. It is clarified that 'CTC' shall comprise your total cost to the company and includes all payments made and benefits provided by the Employer directly or indirectly to or on your behalf, whether as salary or otherwise.

(c) The Employer will formally review your performance every year.

(d) The Employer is under no obligation to increase your CTC as a result of any review in performance. Any revision in the CTC following a review shall be effective from and subject to such terms and conditions as the Employer shall deem fit.

(e) The Employee acknowledges and agrees that the compensation, as described in the preceding sub-clauses hereof, is the sole monetary compensation to which the Employee is entitled in consideration for the Employee's fulfilment of the Employee's Duties.

(1) The Employee acknowledges and agrees that if the Employer provides any additional monetary compensation to the Employee (such as bonuses), in addition to the compensation as described in the preceding sub-clauses hereof, such additional compensation will be payable entirely at the Employer's discretion.

(h) It shall be your sole responsibility to meet all requirements under Indian tax laws in respect of all payments made or benefits given under this Contract including proper and timely tax compliance and the Employer disclaims liability for any taxes and other imposts for which you are liable personally. The Employer shall be entitled to make such deductions which, in its opinion, are necessary and appropriate from any payment made or benefit given in connection with the Employment that require such deduction to be made by the employer and the Employer shall provide the Form 16 to the employee evidencing the deductions made.

(i) No liability shall attach to the Employer for your failure to pay any such taxes and imposts and you agree to indemnify and keep indemnified and hold harmless the Employer from and against any and all losses, costs, expenses, claims or demands which the Employer may pay, incur, suffer or sustain directly or indirectly arising out of or in relation to or howsoever connected with your failure to pay such taxes or imposts.

(j) The Employer shall be entitled, at any time during your employment, or in any event on the termination of your employment, howsoever arising, to deduct from your remuneration and any sums reimbursable to you by the Employer, any monies due from you to the Employer including, but not limited to any outstanding advances, payment for excess holiday, overpayment of salary and any other monies owed by you to the Employer pursuant to your employment with the Employer under this letter agreement.

(5) Duties & Obligations

(a) The Employee will be required to perform all tasks and will be required to accept all duties and responsibilities as reasonably requested by the Employer from time to time ("the Employee's Duties"). In particular, the Employee will have the following duties, and skills:

- Expertise supporting Microsoft Server and Desktop operating systems including Server 2008 to 2016, Windows 7/8/10
- Experience supporting MS Office365
- Experience with PowerShell and other common scripting languages
- Full understanding of DNS, DHCP, Active Directory and GPO modelling
- Azure AD administration, including configuring SSO, SAML, security best practices
- Working knowledge of common network protocols, including vLAN and routing
- Experience with Firewall Technology - Watchguard - FortiGate

- Experience with supporting RDS and VDI
- Experience supporting SharePoint Online
- IT will be good to have experience of supporting of AWS, Azure Cloud platforms
- Working knowledge of leading antivirus and backup software solutions
- Good knowledge of Virtualisation technologies and practices (VMware, Hyper-V)
- Ability to project a professional, friendly image over the phone
- Ability to analyse and solve problems quickly and completely
- Excellent Interpersonal skills: such as telephony skills, communication skills, active listening and customer-care
- Ability to multi-task and adapt to changes quickly
- Technical awareness: ability to match resources to technical issues appropriately

(b) Your duties include those duties that would reasonably be expected to fall within this job title or such other duties, consistent with your status, as may reasonably be assigned to you from time to time to meet the needs of the Employer.

(c) The Employer may from time to time make changes to the position description or to the Employee's Duties, provided that such changes are reasonable in the context of the Employer's industry and in the context of the Employee's position.

(d) The Employer and the Employee may from time to time agree to make changes to the position description or to the Employee's Duties.

(e) The Employee agrees to perform the Employee's Duties in accordance with:

(i) this Agreement; and

(ii) the directions, instructions, requests, and orders of the Employer; and

(iii) any of the Employer's guidelines, practice manuals, policies or procedures as they exist from time to time.

(f) The Employee must perform the Employee's Duties in good faith having regard to the best interests of the Employer, and in a careful, conscientious and professional manner and to a standard that can reasonably be expected of somebody with the Employee's level of skill, training and experience.

You shall:

(g) Devote your whole time, attention and ability solely and exclusively towards the performance of the duties and responsibilities assigned to you by the Employer from time to time during the Employer's normal business hours and at such other times as may be necessary;

(h) You shall abide by the Employer's HR Policy notified to you from time to time and in the event of a conflict between the provisions of the HR Policy and this Contract, it is hereby agreed that the provisions of this Contract shall always prevail.

(i) Properly and faithfully serve the Employer and use your best endeavours to protect and further the interests and reputation of the Employer.

(j) Except when prevented by any emergency, illness or accident you will devote the whole of your attention and skill to the affairs of the Employer and use your best endeavors to promote its interests. You shall adhere to, execute, and fulfill all policies established by the Employer.

(6) Location of Employment

(a) You shall be employed at the Employer's office in BH-623, Arved Transcube Plaza. Opp. Ranip BRTS Stand, Ranip, Ahmedabad-382480. or such other place that the Employer may require from time to time.

(b) The Employer may at its sole and absolute discretion transfer you to any other office of the Employer within India or abroad.

(c) You hereby agree to travel to such parts of India and the world as necessary for the discharge of your duties as the Employer may direct or authorise.

(7) Office hours

(a) The Employer's normal business hours are:

Monday to Friday - 2pm to 11pm

(otherwise than on all holidays as notified in writing by the Employer from time to time).

(b) The Employee will be expected to work 40 hours a week.

(c) The office hours may be amended by the Employer from time to time. However, the Employer has the right to require you to work such further hours on weekdays/weekends and on other notified holidays,

(8) Confidential Information & Trade Secrets

(a) During the course of Employment, you will have access to information (whether or not recorded in writing or on computer disk or tape) which the Employer treats as confidential or which has the necessary quality of confidentiality.

(b) Further, you understand that the Employer from time to time has in its possession information which is claimed by others to be proprietary and which the Employer has agreed to keep confidential. You agree that all such information shall be Proprietary or Confidential Information for purposes of this Agreement.

(c) Without limiting the foregoing, Confidential Information shall include:

(i) Intellectual Property and Developments including technical data, and

information relating thereto or any part thereof; any devices designed by the Employer or its affiliate, trade or business secrets of Employer or its affiliate;

(ii) Financial data, in particular, concerning budgets, the fees and revenue calculations, costs, sales figures, financial statements, costing, profits, profit margins, profit expectations and inventories of the Employer and/or affiliates; commercial arrangements and negotiations, unpublished accounting information, business strategies, business plans, research and development projects, product formulae, processes, inventions, programs, designs, specifications, discoveries or know-how;

(iii) Confidential or proprietary information received from third parties and the identity of the Employer's clients and investors, any and all information, material and data provided by any client of the Employer or its affiliates;

(iv) sales statistics, marketing surveys and plans, forecasts, budgets, costs, profit or loss, names, addresses and contact details of customers and potential customers or suppliers, licenses, prices, costs and employee, customer and supplier lists, any other information or knowledge gained from the Employer or in the course of Employment;

(v) Information concerning the Employer or affiliates' organizational and personnel matters (including employment related matters, contact details of any employee of the Employer or its affiliates, training material used by the Employer or its affiliates), policies and procedures data and information relating to IT security protocols, all passwords and software used, owned leased and / or otherwise in the possession of the Employer or its affiliates;

(vi) Manufacturing, distribution and technological data used in conducting the business of the Employer, including details as to procurement, distribution, procedures and strategies, the fees, discounts, commissions and other credits of the Employer or Affiliate;

(vii) Business data, particularly data relating to new products, projects, services, promotion campaigns, plans for future development, strategies, pricing agreements and joint ventures in which the Employer or affiliates

is/are involved;

(viii) All data in respect of consultants, agents, representatives of the Employer and/or affiliates including details of their effectiveness and compensation, and commission;

(ix) Details of this Agreement, including information and details relating to the Employee's salary and other benefits;

(x) Information which, to Employee's knowledge, is not intended by the Employer for general dissemination;

(xi) Information received by the Employer and/or Affiliate from third parties under obligation of confidentiality;

(xii) Any information derived from any of the above;

(xiii) Any copies of the abovementioned information;

(d) You shall:

(I) Keep secret and shall not, at any time either during the Employment or for the following period: 2 years after its termination, for whatever reason and whether directly or indirectly, use, disclose, divulge, communicate or reveal to any person (natural or artificial) for your own or another's benefit, any Developments or confidential, proprietary or secret information which has come to your knowledge during the course of the Employment without the prior written consent of the Employer

(II) Use your best endeavours to prevent the publication, disclosure or use of any such Confidential information.

(III) Enter into a Non-Disclosure Agreement ("NDA") and Confidentiality Agreement ("CA") with the Employer.

(IV) Not directly or indirectly refer any information about the company on web based portals i.e Social Networking Sites, Blog etc.

(e) The above restrictions shall not apply to divulging/disclosing information to such persons as may be authorised by the Employer in the course of Employment. The Employer's decision as to who shall be permitted to disclose such Confidential Information shall be final and binding on the Employee.

(f) Further, the aforesaid restrictions shall not apply to the disclosure of any information which:-

(i) Is or becomes generally available to the public, other than as a result of your disclosure;

(ii) Is disclosed to you by any third party otherwise than in breach by such third party of any obligation of confidentiality to the Employer;

(iii) Is required to be disclosed by any applicable law, regulation or order of the Court or by any competent judicial, regulatory, governmental or other authority or governmental agency.

For the avoidance of doubt, the termination of this letter agreement or variation of any of its terms or conditions for any reason shall not affect the obligations of confidentiality set out above, except that they shall cease to apply to any information or knowledge which may come into the public domain other than by way of unauthorised disclosure in breach of the above obligations by you.

(g) During the term of employment, the Employee 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 Employee has an obligation of confidentiality, and the Employee will not bring onto the premises of the Employer or Employer's clients any unpublished documents or any property belonging to any former employer or any other person to whom the Employee has an obligation of confidentiality, unless consented to in

writing by such former employer or person.

(h) It is hereby clarified that the Employee shall be permitted to take an independent regular membership of non-profit organisations such as ASSOCHAM, ICAI and similar organisations only with the written consent of the employer and subject to the condition that the employee shall not (a) act as a consultant to any entity or organisation other than the Employer; (b) share or disclose any information of the Employer including Confidential Information, or act as a representative of the Employer at such organisations unless specifically authorised in writing by the Employer.

(9) Intellectual Property

(a) The Employee has submitted to the Employer a complete report with all supporting documents relating to all the Confidential Information, Intellectual Property and all other information developed by the Employee on or prior to the Commencement Date, which would be excluded from the scope of this Agreement. To preclude any possible uncertainty, the Employee sets forth in Annexure attached hereto a complete list of all Intellectual Property, that the Employee has, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the Date of Employment, that the Employee considers to be his/her property or the property of third parties and that the Employee wishes to have excluded from the scope of this Employment.

(b) You shall promptly and fully disclose to the Employer and keep confidential all inventions, discoveries, trade secrets, copyright works, designs or technical know how and improvements, whether or not patentable, and whether or not they are made, conceived or reduced to practice during working hours or using the Employer's data or facilities, which you develop, make, conceive or reduce to practice during your engagement, either solely or jointly with others (collectively, the "Developments") in the course of your Employment. All Developments shall be the sole property of the Employer and belong to and be owned exclusively by the Employer, and you hereby irrevocably, absolutely and

perpetually assign to the Employer, without further compensation, worldwide rights in respect of all of the right, title and interest in and to the Developments and any and all related patents, patent applications, copyrights, copyright applications, trademarks, trademark applications and trade names in India and elsewhere free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Decisions as to the protection or exploitation of any intellectual property shall be in the absolute discretion of the Employer.

(c) The Employee agrees that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of the Developments, however and whenever produced (whether by Employee or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the Employer upon its creations and any copies thereof returned to the Employer upon termination of Employee's employment for any reason.

(d) The Employee agrees that the exclusive ownership of all content and/or part of Developments that is not protected under copyright laws and /or other intellectual property law and/or that is not patentable shall be automatically and irrevocably transferred to the Employer from date of creation.

(e) To the extent any assignment of the Developments cannot be made to the Employer or its designees, at present, the Employee hereby irrevocably, absolutely and perpetually agrees to assign to Employer or its designees, all of the Employee's right, title and interest including intellectual property rights therein or any part thereof. You hereby irrevocably, agree to transfer and assign to the Employer all of your entire right, title and interest in and to any and all inventions, discoveries, methods, copyrights, software, data, processes, products, improvements and developments whether or not published, confidential, protected or susceptible of legal protection and whether or not any attempt has been made to secure such protection, which were made, conceived or reduced to practice at any time during the course of your employment with the Employer (whether prior to or after the execution of this letter agreement) by you, in whole or in part at the expense of, on the premises of, with the assistance of the employees or

consultants of, or with the equipment or supplies of, the Employer or any of its affiliates, and any and all other confidential information belonging to the Employer. If you are the author of any work, or a subject matter other than a work, that was created or was being created in the course of your employment, the Employer may use it in any manner. You consent to this use whether or not it would, but for this clause, infringe your moral rights. The Employee explicitly waives all moral rights in the Developments.

(f) For the purposes of this clause, you agree promptly to take all action and sign and deliver all instruments as the Employer may require at any time hereafter. During and after the term of the Employee's employment by the Employer, the Employee shall and undertakes to assist the Employer, at the Employer's expense, in every proper way to (i) secure and maintain the Employer's rights hereunder and to carry out the intent of this Agreement and for vesting the Employer with full title of Developments and all rights, titles and interest including intellectual property rights therein and to enable the Employer, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages thereof.; (ii) to apply and prosecute registration applications in respect of intellectual property rights and the Developments for the Employer's benefit, in any and all countries; (iii) sign, execute, affirm all documents, including, without limitation, all applications, forms, instruments of assignment and supporting documentation and perform all other acts as may be required for the abovementioned purposes.

(g) You hereby constitute and appoint the Employer, its successors and assigns, your true and lawful attorney, with full power of substitution for you, and in your name, place and stead or otherwise, but on behalf of and for the benefit of the Employer, its successors and assigns, to take all actions and execute all documents on behalf of you necessary to effect the assignment set forth hereinabove.

(h) Should the Employer be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any IPRs, due to any cause, the Employee hereby irrevocably designates and appoints the Employer and each of its duly authorized officers and agents as the Employee's agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of IPRs or protection in

respect of the Developments, with the same force and effect as if executed and delivered by the Employee.

(i) The Employee represents and warrants that he will not use or integrate in the Developments any third party materials or data that are not validly licensed to the Employer unless previously authorized by the Employee's reporting officer in the Employer. The Employee represents and warrants that the Employee has not violated the Intellectual Property Rights of any third party, and covenants that he/she shall not violate the Intellectual Property Rights of any third party in the course of his/her employment with Employer. Provided that in the event the Employer is held liable for the Employee's violation of any Intellectual Property Rights, the Employee undertakes to indemnify the Employer or affiliates as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

(j) If, in the course of the Employee's employment with the Employer, the Employee incorporates Intellectual Property into the Employer's product, process or machine, the Employer is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sub-licensees) to make, have made, modify, use and sell such Intellectual Property.

(k) The Employee shall not during and after the term of the Employee's employment with the Employer, in any way violate the Intellectual Property Rights of any client of the Employer. Provided that in the event the Employer is held liable for the Employee's violation of any Intellectual Property Rights, the Employee undertakes to indemnify the Employer or affiliates as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom. The Employee further covenants that he / she shall ensure that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright of any client of the Employer that the Employee comes across during the term of his employment with the Employer, is duly protected. The Employee agrees that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all

or part of the Intellectual Property belonging to any client of the Employer, however and whenever produced (whether by Employee or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately along with any copies thereof returned to the Employer upon termination of Employee's employment for any reason.

(10) Dismissal

(a) Notwithstanding anything contained herein, your employment may be terminated by the Employer without notice and without payment of compensation or in lieu of notice if you are guilty of fraud, negligence, misconduct or in any way breach the terms of this letter agreement. Without limiting the above, the Employer shall be entitled to terminate the Employment summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the Employer for any breach of this Contract and to your continuing obligations under this Contract) in any of the following events:

(i) If you have committed any criminal offence or been guilty of any gross misconduct whether during the performance of your duties or otherwise which, in the opinion of the Employer, renders you unfit to continue as an employee of the Employer or which would be likely adversely to prejudice the interests of the Employer.

(ii) If you wilfully abuse or misuse the Employer's computer system, or any password relating to that computer system or gain access to any file or load any information or program contrary to the Employer's interests or procedures.

(iii) If any information relating to your suitability for employment provided to the Employer in the course of applying for employment is found to be materially false or misleading.

(iv) If you are subject to immigration control in India, your Employment shall be conditional upon you having been granted leave to enter into, remain

and take up employment in India, such leave being valid and subsisting at all times and not being subject to any condition precluding or restricting the Employment.

(b) The following are examples of your conduct as regards the Employer that cause harm to the Employer and which would entitle the Employer to terminate your employment summarily:

(i) Theft, fraud, intentionally providing false or misleading information or any act of dishonesty.

(ii) Any act or attempted act of violence or abusive behaviour towards people or property including causing deliberate damage to the Employer's property.

(iii) Indecent behaviour towards or harassment or bullying of fellow employees, suppliers, customers or clients.

(iv) Incapability to undertake your responsibilities under this employment agreement on account of your abuse of alcohol or other banned substances.

(v) Wilful breach of health and safety regulations, if any, prescribed by the Employer.

(vi) A serious act of insubordination or wilful refusal to carry out reasonable requests by the board of the Employer.

(vii) Serious or persistent neglect of duties or a series of persistent breaches of the terms and conditions of your employment.

(viii) Unauthorised use of or disclosure of Confidential Information of the Employer.

(ix) Falsifying records or expense claims.

(x) Conviction for a criminal offence arising from or related to your work for the Employer.

(xi) Conviction for a criminal offence committed outside working hours which in the opinion of the Employer adversely affects the Employer's business or reputation, or affects your suitability for the type of work which you perform or affects your acceptability to other employees.

(xii) Any act which you know or reasonably believe is likely to bring the Employer into disrepute.

(xiii) Unauthorized signing of documentation committing the Employer to any financial obligation which is not in the ordinary course of business of the Employer or exceeding your authority in any other way.

This list is intended as a guide and is not exhaustive.

(c) Upon dismissal as specified above or the termination of your Employment, you shall forthwith return to the Employer all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business of the Employer or its customers or prospects, any magnetic disc on which information relating to the business is stored and any other property of the Employer which may be in your power, possession, custody, care or control or which contain or refer to any Confidential Information and shall, if requested to do so by the Employer, provide a signed statement that you have complied fully with the terms of this clause.

(d) Upon dismissal, you shall not be entitled to receive any accruals towards leave encashment.

(11) Termination

(a) This Contract shall be terminated forthwith:

(i) In the event of your death.

(ii) Upon the dissolution of the Employer.

(b) Upon confirmation of your employment, your Employment may be terminated by either party by giving the following notice: 1 month for Junior & 3 months for senior written notice. The Employer may terminate your Employment by paying you salary in lieu of notice. It is hereby clarified that the term 'salary' for the purpose of this clause shall mean the proportionate monthly CTC and shall not include any other compensation payable to the Employee by the Employer.

(c) If you purport to terminate the Employment without notice or prior to the completion of the notice period specified above, you hereby agree to relinquish any salary for that part of the notice period that is not fulfilled. In addition, you shall also pay the Employer 1 calendar month's salary as penalty for not completing the stipulated notice period. Purported termination of the Employment without notice or on short notice or the payment of a penalty shall not and does not absolve you of the obligation to comply fully with the terms of this Clause.

(d) Nothing in this Contract shall prevent the Employer from terminating your Employment without notice if you have been dismissed.

(e) Once the notice of termination has been given by either Party, the Employer may at any time before the expiry of the notice period, require you to:

(i) Perform such duties as directed;
(ii) Perform no duties;
(iii) Not have any communication with any customer or prospective customer of the Employer in relation to the business of the Employer;
(iv) Not contact or have any communication with any employee, officer, director, agent or consultant of the Employer in relation to the business of the Employer, and (v) Not remain or become involved in any respect with the business of the Employer except as required by the Employer, including but not limited to not attending the Employer's places of business and requiring you to remain at home for all or part of the notice period.

(f) Upon termination of Employment, you shall be entitled to receive the basic salary portion of the CTC in lieu of any accrued but unutilised holiday entitlement. However, if you have taken holiday or casual leave in excess of your entitlement, the Employer may at its sole and absolute discretion deduct a sum equivalent to the basic salary portion of the CTC due for each day of absence in excess of the holiday or casual leave entitlement.

(g) On the last day of your employment with the Employer you must immediately return to the Employer in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents belonging to the Employer and any copies thereof and any other property belonging to the Employer including but not limited to keys provided to you and which are in your possession or under your control. You will provide the Employer with any passwords in your possession and which are required to access these records, or any other such information relating to the Employer produced in the course of your employment. Furthermore, you will delete all information relating to the Employer produced in the course of your employment which is not stored on Employer property, including any such information stored on your personal computer. If you owe any money to the Employer, then the Employer has the right to deduct such sums from any payment due to you. This is without prejudice to the Employer's other remedies to recover any sums due from you to the Employer. No outstanding payments will be made to you until you, if so required by the Employer, confirm in writing that you have complied with your obligations under this clause.

(h) Any and all of the Employer's Property, Confidential Information and Intellectual Property of the Employer acquired by or in the possession of the Employee under this Agreement, shall be returned to the Employer immediately upon termination of this Agreement.

(i) In the event the Employee's employment with the Employer is terminated, Employee shall sign and deliver to the Employer a termination certificate in the format specified by the Employer.

(j) It is further agreed and understood that until such time as all of the Employer's Property, Confidential Information and Intellectual Property is returned and the Termination Certificate is provided as abovementioned, the Employer shall, in addition to initiating legal proceedings for recovery (and without prejudice to any other rights or remedies that Employer may have under law or equity), be entitled to withhold any salary, emoluments or other dues of the Employee then or in future payable to the Employee, to the extent allowable by law, and may further, at its discretion, deduct therefrom the full value of the said property/properties calculated at its then replacement price. The Employee recognizes and agrees that the Employer shall be entitled to recover from the Employee and the Employee shall be bound and liable to make good to the Employer any loss suffered by the Employer on account of misuse of the Employer's Property, Confidential Information and Intellectual Property by the Employee and/or any damage occasioned to the Employer's Property, Confidential Information and Intellectual Property whilst in the custody of or entrusted to the Employee.

(12) Restrictive covenants

(a) You shall not during your Employment, without the prior written consent of the Employer, under any circumstances, whether directly or indirectly undertake as an employee or otherwise or discharge (for remuneration or compensation howsoever payable) for any other person in India or elsewhere any duties and responsibilities, of whatever kind.

(b) You shall not during your Employment, without the prior written consent of the Employer, during the term of employment hereunder, be engaged in any other business activity pursued for gain, profit, or other pecuniary advantage if such activity interferes with your duties and responsibilities hereunder.

(c) The Employee hereby agrees and undertakes that during the term of employment with the Employer and for the following period: 2 years following the termination of Employment, the Employee shall not, directly or indirectly, either as an individual on his/her own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):

(i) Solicit employment of or advise any of the Employer's existing employees or any person who was employed by the Employer within six months prior to such solicitation or any person or organization providing services to or through Employer to terminate his or her contract or relationship with Employer or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or

(ii) Contact any of the existing or prospective clients (i.e. any person or organization with whom the Employer is in advanced stages of exploring a professional or business relationship) of the Employer to entice such clients away from the Employer or to damage in any way their business relationship with the Employer or for the provision of substantially the same services provided to such clients by the Employer; or

(iii) Solicit or undertake employment with any client of the Employer or any organization where the employee has been taken or sent for training, deputation or secondment or professional work by the Employer; or

(iv) Enter the employ of, or render any other services to, any person engaged in a business which competes with the Business, if (i) the Employee has prior knowledge of the same or (ii) gains such knowledge during the term of employment or (iii) which is obvious to the Employee.

(d) It is agreed by and between the parties that the employment with the Employer and the compensation payable under this Agreement shall be

sufficient consideration for this Clause.

(e) The Employee hereby acknowledges and agrees that the limitations as to time and the limitations of the character or nature placed in this Clause are reasonable and fair and will not preclude the Employee from earning a livelihood, nor will they unreasonably impose limitations on the Employee's ability to earn a living. In addition, the Employee agrees and acknowledges that the potential harm to the Employer of the non-enforcement of this Clause outweighs any potential harm to the Employee by this Agreement and has given careful consideration to the restraints imposed upon the Employee by this Agreement, and is in full accord as to their necessity for the reasonable and proper protection of Confidential Information and Intellectual Property of the Employer now existing or to be developed in the future. The Employee expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area.

(f) You further agree and accept that during the Employment and for the relevant period as specified in the clauses above, each of the restrictions above shall be deemed to constitute a separate agreement and shall be construed independently of the others. It is expressly understood and agreed by the Parties that although the employee and the Employer consider the restrictions contained in this Clause to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the employee, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(g) You understand and agree that the foregoing restrictions are necessary and reasonable in scope and duration, in all circumstances, for the purpose of protecting the Employer's business.

(h) If any breach or violation of any of the terms of this Clause occurs, it is agreed that damages alone may not compensate for such breach or violation and that injunctive relief is reasonable and essential to safeguard the interests of the Employer and that an injunction in addition to any other

remedy may accordingly be obtained by the Employer. No waiver of any such breach or violation shall be implied from the forbearance or failure by the Employer to take action in respect of such breach or violation.

The provisions of this clause shall survive the termination of this

Contract. (12) Deductions

You consent to the Employer deducting from any sum otherwise payable to you by reason of the Employment (or its termination) the value of any claim that the Employer may have against you, including but not limited to:

(i) Overpayment of remuneration;

(ii) Overpayment of expenses incurred by you in carrying out your

duties;

(iii) Loans which the Employer may have made to you from time to time;

(iv) Any advance on salary, which the Employer may have made to you from time to time.

(13) Amendments

(a) The Employer reserves the right to make reasonable changes to any of the terms and conditions of Employment and you shall be notified of such

changes by way of a general notice to all employees. Any such changes shall take effect from the date of the notice.

(b) The Employer shall give 1 month's written notice of what it considers to be any significant change, either by way of an individual notice or a general notice to all employees.

(c) Such significant changes will be deemed to be accepted unless you notify the Employer of any objection in writing before the expiry of the notice period of 1 month. Any such changes shall take effect from the date of the expiry of the notice period. If the Employer receives a notification of objection within the prescribed period, the objection will be considered and if it cannot be resolved within a period of 30 days from receipt of the objection, the Employer will terminate your Employment by giving you notice under Clause 12)b)i). The decision of the Employer as to what constitutes minor changes of detail or significant changes shall be final and binding.

(d) You shall not be entitled to make any changes or amendments to this Employment Contract.

(14) Notices

(a) Any notice or other written communication given under or in connection with this Contract must be delivered personally or sent by Registered post AD.

(b) The Employer's address for service shall be its registered office or such other place as the Employer may notify from time to time.

(c) Your address for service shall be the address given at the head of this Contract or any other place that you may notify.

(d) Any notice or other written communication shall be deemed to have been served:

(i) If delivered personally, at the time of delivery.

(ii) If posted, at the expiry of 4 business days after it was posted (excluding the day of posting).

(e) You must notify the Employer in writing of any change in your name, address, bank account number, marital status or next of kin within one month of such change, and of any arrest, prosecution or conviction for a criminal offence, any disciplinary action taken against you by a professional or regulatory body or if you become bankrupt, apply for or have made against you a receiving order make any composition with your creditors or commit any act of bankruptcy.

(15) Governing Law & Jurisdiction

This contract shall be governed by and construed in accordance with Indian law and each party to this contract submits to the exclusive jurisdiction of the Courts of BH-623, Arved Transcube Plaza.

Opp. Ranip BRTS Stand,

Ranip,

Ahmedabad-382480.

(16) Miscellaneous

(a) No collective agreements (which are otherwise applicable to workmen

under the Industrial Disputes Act, 1947) apply to your employment.

(b) This contract sets out the entire agreement and understanding between the Parties in connection with the Employment and supersedes any previous contract or agreement between you and the Employer.

(c) The Employer may hold and process, whether electronically or manually, the data it collects in relation to you in the course of the Employment for the purposes of the Employer's management and administration of its business and of other employees and for compliance with applicable procedures, laws and regulations and you hereby consent for the same. The Employer or its agents may transfer, store and process such data whether in India or any other place for the above purposes.

(d) The Employee agrees, recognizes and acknowledges that:

(i) he/she has been provided with a copy of this Agreement for review prior to signing it, that he/she has reviewed it and that he/she understands the terms, purposes and effects of this Agreement, and that he/she has signed the same only after having had the opportunity to seek clarifications; that he/she has been given a signed copy of this Agreement for his/her own records; he/she has not been subjected to duress or undue influence of any kind to execute this Agreement and this Agreement will not impose an undue hardship upon him/her. He/she has executed this Agreement of his/her own free will and without relying upon any statements made by the Employer or any of its representatives, agents or employees. This Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Employer;

(ii) if he/she violates any of the terms of this Agreement, the Employer will suffer irreparable injury and damages the amount of which cannot be adequately measured in monetary terms and that an adequate remedy at law will not exist;

(iii) In view of the above, the Employer shall be entitled to injunctive relief, in addition to any other remedy available at law or in equity, in the event he/she violates any of the terms or conditions of this Agreement.

Please return a signed copy of this letter to indicate your understanding and acknowledgement of the terms and conditions contained herein.

Signed on and on behalf of: _____

EGLAF TECHNOLOGY: _____

Date: 17/07/2022

I confirm that I have read and understood the aforesaid contract fully and by signing and returning to the Employer the duplicate copy hereof, I hereby accept the terms and conditions contained therein and agree that the same constitutes a valid and binding contract of employment between myself and the Employer.

Signed: _____

Name: Umang Parmar

Date: _____