

Besides the gazetted public holidays, you are entitled to Fourteen (14) days paid yearly leave pro-rated from the commencement of your employment. Upon confirmation of your employment, your prorated yearly leave will be backdated to the joining date.

Permission to take the leave must be obtained from your immediate superior. Any leave balance at the end of the calendar year shall be forfeited. Unpaid leave shall be granted at the sole discretion of the Company. The Company reserves the right to terminate your employment without notice if you are absent from work on unpaid leave without prior approval from the Company.

Should you have taken in excess of your entitlement during the course of your employment, your final salary payment will be reduced accordingly. For any entitlement accrued but not taken by you during the year in which your employment terminates, the Company will pay you the outstanding leave in your final salary payment.

Sick Leave

You must notify your immediate supervisor, the Office Manager (or such other person as the Company may direct) as soon as practicable if you are unable to work for medical reasons. You must produce, without demand, a medical certificate in all cases where you are absent from work for medical reasons. Medical Certificates, after being seen by your head of department, should be submitted to the Office Manager as soon as you return from your medical leave.

You are entitled to Ten (10) days of paid sick leave per calendar year, upon confirmation of your employment. If you are hospitalized on a doctor's written order, you may get up to thirty (30) additional days of paid sick leave per calendar year.

Working Hours

The Company's working hours are Monday to Friday, from 9.00 am to 5.00 pm. You are entitled to one hour of lunch break every day. You shall devote the whole of your time and attention during normal business hours to the discharge of your duties, and conform to such hours of work as may from time to time be reasonably required of you without being entitled to any additional remuneration for work performed outside normal business hours or beyond the stipulated hours.

The Company reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise.

Representations

The Employer relies on representations made by you during your recruitment process including but not limited to those made on your employment application or during any interview and those in the paragraph below. You acknowledge that the Employer is entitled to rely on these representations as being true and correct for the duration of your employment with the Employer. The Employer reserves the right to terminate your employment should the Employer determine that any of the representations made by you during your recruitment process are false or misleading.

You represent that you will observe all statutes and regulations concerning the work performed by you, as well as all of the Employer's policies and procedures. You represent and warrant that you are not subject

TJNRIT | CSE/24 | 055

Bhairavsoft Private Limited

September 15, 2023

ID No: 8028 1008 2147

Himanshi Jain

1-cha-1, Gayatri Nagar, sector-5, Udaipur

Dear Himanshi,

EMPLOYMENT AGREEMENT

We are pleased to offer you the appointment for the position of Software Trainee in Bhairavsoft Private Limited ("Company"). In this role, you will report to the Director, Bhairavsoft pvt ltd.

Date of Commencement

Your new terms of employment will commence on September 19th, 2023

Remuneration

A full-time monthly salary of INR 15000 gross per month will be offered to you.

Notwithstanding anything to the contrary, the first three (3) months of the Employee's employment shall be a probationary period (the "Probationary Period"). During the Probationary Period, either party may terminate the Employee's employment by immediate effect without notice. During the Probationary Period, the Employee's performance and suitability for continued employment will be monitored. The Company reserves the right to extend the Probationary Period at its sole discretion. For the avoidance of doubt, the Employee's probation would be deemed to have been extended, until the issue of a letter of confirmation by the Company.

Salaries will be reviewed on a yearly basis and the Company may make such adjustments, if any, to your salary as it deems fit.

Annual Leave

Covenants

Non competition and Protection of Confidential Information It is agreed that while you are employed by the Company and for a period of twelve (12) months after the termination of your employment for any reason whatsoever, you shall not directly or indirectly:

(i) attempt in any manner to solicit from any of the Company's clients

(except on behalf of the Company and its Affiliates) business of the type performed by the Company or to persuade any client to cease to do business or to reduce the amount of business which any such client has customarily done or contemplates doing with the Company or any of its Affiliates, whether or not the relationship between the Company and such client was originally established in whole or in part through your efforts; or

(ii) employ, attempt to employ, or assist anyone else to employ (except on

behalf of the Company and its Affiliates) any person who is employed by our Company or any of its subsidiary companies.

You understand and agree that you will not at any time (whether during your employment or after the termination of employment), disclose to anyone any confidential information or trade secrets of the Company or any client of the Company (including any client of any entity within the Group) or utilize such confidential information or trade secrets for your own benefit, or for the benefit of third parties and all memoranda, notes, records, computer files or other documents compiled by you or made available to you during your employment concerning the business of the Company and/or its clients shall be the property of the Company and shall be returned to the Company on the termination of your employment or at any other time upon request.

It is also agreed that when any of our clients so require, you will enter into specific written agreements with us with regards to the protection of confidential information, solicitation of staff, acting for competitive businesses or other matters.

During your employment with the Company, your principal commitment will be to the Company pursuant to this Employment Agreement and you will not undertake any other employment unless otherwise stated below.

Only the Company can let you carry on external activities, and then only if:

(a) that other work does not take up any of the Company's time, will not adversely affect your own work for the Company and will not lead to unwanted publicity for the Company;

(b) the Company's confidential research findings, literature, and other forms of intellectual property are not made use of at all in articles for publication without the Company's consent;

(c) the other work is not for a competitor of the Company and does not conflict with your duties to the Company; and

(d) none of the extra employment work is done during office hours.

to any employment, non-competition or non-solicitation agreements, which prohibit or limit your employment by the Employer. In the event that you are in possession of any confidential non-public information by virtue of your prior employment, you further represent and warrant that you will not engage and have not engaged in any activity that is inconsistent with the rights of such prior employer which could subject the Employer or other members of the corporate group, to liability. You indemnify the Employer and its related entities from any liability including, but not limited to attorney's fees, incurred by the Employer or its related entity due to your breach of any such obligations.

Acknowledgements

Unless otherwise agreed, during this employment the Employer may alter your reporting line and/or change your work location from time to time to meet its needs or direct you to undertake duties for one of its subsidiaries.

In order to assist you in your career development and/or meet the needs of the business, the Employer may transfer you to a new position, or alter the duties and responsibilities of your position from time to time. The Employer will have regard to your skills, experience, wishes and personal circumstances and any change will be affected with reasonable notice.

Employee Obligations

You agree that you must:

(a) Perform the duties assigned to you to the best of your ability and knowledge; (b) Serve Bhairavasoft Pvt. Ltd. faithfully and diligently to the best of your ability;

(c) Use all reasonable efforts to promote Bhairavasoft Pvt. Ltd.'s interests; (d) Act in Bhairavasoft Pvt. Ltd.'s best interests;

(e) Comply with all lawful directions of the Employer;

(f) Perform your duties in a manner that complies with all laws applicable to

your position and is consistent with the authority and status of your position; (g) Uphold, at all times, Bhairavasoft Pvt. Ltd. Goals and Culture;

External Positions and Directorships

You are required to the approval of the Employer of any external directorships that you hold or which you propose to take up. The Employer may request that you resign from or not accept an external directorship.

whether certain information is Confidential and Proprietary Information, or you have questions about the handling of Confidential and Proprietary Information, contact your manager for guidance.

Violation of your Duty of Confidentiality could have serious adverse consequences and may lead to disciplinary action, including termination.

Company Documents

You acknowledge that documents, other than documents pertaining to the Employer's dealings with you, received or created by you during your employment with the Employer and in connection with the performance of your duties hereunder are and will remain the Employer's property ("Company Documents").

Such documents include, without limitation, files, media, audio and visual communications, correspondence, reports and contact lists (whether written, electronic, digital or otherwise) but only to the extent such documents constitute Company Documents as described in the preceding sentence. You agree not to remove any Company Documents and/or any other Company property and information upon your termination and to return all such documents (including all copies) and other Company property and information promptly upon the cessation of your employment and that following the cessation of your employment you will not disclose such documents and information to anyone outside of the Employer (except as required by law or with the Employer's written consent) or use those documents or information for any purpose other than the advancement of the Employer's interests.

Non-Solicitation of Employees

During your employment and for twelve (12) months thereafter regardless of the basis for your separation of employment, you agree that you will not solicit or hire, or attempt to solicit or hire, or assist or provide any third party in soliciting or hiring any employee of the Employer, its subsidiaries or affiliates' staff, with whom you came into contact or obtained Confidential Information regarding including but not limited to information regarding skills and abilities and that you will not directly or indirectly participate in inducing any such employee of the Employer to leave their employment or to provide services to any other entity in competition with the Employer, to the extent permitted by law.

Non-Solicitation of Clients and Customers

You acknowledge that the Employer has invested substantial time and money in the development of the Employer's base of clients and customers and that, by virtue of your employment with the Employer, you will gain confidential information about them that you would inevitably have to draw on if you were to solicit them on behalf of a competing business. Hence, you agree that during your employment and for twelve (12) months thereafter regardless of the basis for your separation of employment, you will not, on your own behalf or on behalf of anyone else, directly or indirectly, (1) solicit the business of or perform any services for any Client of the Employer related to the services you performed for the client or for the Employer (as defined below) or (2) attempt to induce any Client of the Employer to terminate, change,

Conflict of Interest

You may not use your position, influence, knowledge of Confidential and Proprietary Information (as defined below) or Employer assets for personal gain. A direct or indirect financial interest, including joint ventures in or with a supplier, vendor, customer or prospective customer without disclosure and written approval from an authorized representative of the Employer is strictly prohibited and constitutes cause for dismissal.

Your Duty of Confidentiality

You acknowledge that during your employment you will have access to trade secrets and confidential, proprietary information relating to the Employer's business: that gives the Employer or its affiliated entities a competitive advantage;

that is not generally known by other employers or individuals not employed by the Employer or its affiliated entities; that could not be determined or learned by a person other than the Employer or its affiliated entities through publicly available sources or otherwise; that is not available to you by a person

other than the Employer or an affiliated entity unless such person's knowledge was obtained from the Employer or an affiliated entity; that is not or does not become widely known outside the Employer through no act by you; and the use or disclosure of which is damaging to the Employer or its affiliated entities ("Confidential and Proprietary Information").

The Confidential and Proprietary Information includes, without limitation (other than the definition set forth in the preceding sentence): any and all trade secrets, transaction structure, intellectual property or any confidential information concerning the business, pricing and rates, financial arrangements or position of the Employer and or its affiliated entities, its and their business partners, its and their vendors, or its and their clients; technology, know-how, programs and systems used or provided by the Employer, or its affiliated entities, and their business partners, its and their vendors, or its and their clients; the Employer's or its affiliated entities' policies, procedures, handbook, manuals, forms and employee-related information; information regarding employees' skills and abilities; client lists of the Employer and its affiliated entities; advice to clients of the Employer and its affiliated entities; any of the dealings, transactions an affairs of the business of the Employer or its affiliated entities or their clients; and any of the terms of contracts, arrangements and transactions between the Employer or and its affiliated entities and its or their clients.

You agree that during and after your employment with the Employer, to the extent permitted by law, you will not use or divulge to any person any Confidential and Proprietary Information, whether received or created verbally or in writing, other than in the necessary course of performance of your employment duties with the Employer, as permitted by the Employer and its affiliated entities, its and their business partners, its and their vendors, and its and their clients as Confidential and Proprietary until you know it is publicly known. You agree to take all reasonable and necessary steps to maintain secrecy and prevent the disclosure and improper use of Confidential and Proprietary Information. If you are not sure as to

Termination Date carry on for your own account either alone or in partnership (or be concerned as a Director in any company engaged in) any such business in competition with the business within the territories or markets within your responsibility

(b) that you shall not within a period of twelve (12) months from the

Termination Date within the Prohibited Area solicit in competition with the Business the custom of any person, firm or company who at any time during the last twelve (12) of your service with the company was a customer or supplier of the Company or had any form of business relations with the Company and;

(c) that you shall not, during a period of twelve (12) months from the

Termination Date, directly or indirectly, induce or seek to induce other employees of the Company, with whom you shall have had materials dealings in the course of your duties hereunder to leave the Company's employment or engagement, whether or not this would be a breach of contract on the part of such other employee or offer employment or an engagement to any such other employee.

While the restrictions aforesaid are considered by the parties to be reasonable in all the circumstances it is agreed that if any one or more of such restrictions shall either be taken by itself or themselves together be adjudged to go beyond what is reasonable in all the circumstances for the protection of the Company's legitimate interest but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted or limited in any particular manner then the said restrictions shall apply with such deletions, restrictions or limitations as the case may be. It is hereby agreed and declared that in the event that you are in breach of any of the covenants contained in this Clause, the Company will suffer irreparable injury, substantial loss of profits and other related damages arising directly and indirectly from such breach, and in any such case, you undertake to indemnify the Company against any losses and damages that will be suffered by the Company upon such breach by you provided that nothing herein shall in any way affect or prejudice the right of the Company to damages or other remedies against you for breach of any of the provisions of this Employment Agreement.

Termination of Employment

Termination of Employment with Notice

The minimum notice period is 2 months from the date of resignation and can be extended up to 3 months by your manager, depending on the criticality of the role and responsibilities towards the organization.

If the Employer does not provide the required period of notice, remuneration equivalent to the notice period shall accrue to your base salary. The Employer reserves the right to make or accept payment in lieu of notice. Notice payments are based on base salary.

The company may terminate this contract of employment without notice in the event of a wilful breach of a condition of the contract or in the event of your becoming medically and permanently unfit for employment as ratified by the company's doctors.

In the event that you leave the Employer while remuneration or base salary components have been paid in advance (including leave payments, leave payments, etc), or you have not provided the requisite notice.

reduce or to not extend affiliation with the Employer or the Employer's subsidiaries and affiliates that exists at the time of cessation of your employment. For purposes of this agreement, "Client of the Employer" shall mean any actual or prospective client of the Employer (i) for whom you performed services, or (ii) whose Confidential and Proprietary information you had access to during the course of your employment with the Employer and (iii) relating only to transactions that were under discussion between the business you are assigned to by the Employer and such Client of the Employer at the time of your cessation of employment.

Work Created During Employment

You assign all past, present and future intellectual property rights, including, without limitation, copyright in and to all documents and rights to all, inventions, discoveries and designs prepared by you in the course of your employment and whether made or conceived:

(a) in whole or in part by you;

(b) alone or in conjunction with others; or

(c) in pursuance of specific instructions or not,

(d) to the Employer (or its nominee) and acknowledge that, by virtue of this clause, all such rights are vested (or will vest) in the Employer (or its nominee).

Furthermore, to the full extent permitted by law, you unconditionally and irrevocably waive all of your moral rights and rights in the nature of moral rights in works which you have created or may in the future create in the course of your employment ("Works") and consent to any act or omission that would otherwise infringe your moral rights. Restrictive Covenants

"Business" means the business(es) carried on by In this Clause, the following expressions bear the meanings ascribed to them respectively below, namely:

the Company at the Termination Date; "Prohibited Area" means Udaipur; and

"Termination Date" means the date on which the employment with the Company shall terminate this

Employment Agreement irrespective of the cause or manner.

Since you are likely to obtain in the course of your employment with the Company personal knowledge and influence over Customers and clients of the Company, as well as strategic information and business plans of the Company you shall be bound by the following restrictions:

(a) that you shall not during a period of twelve (12) months from the

Whilst this contract is necessarily formal and specific, it is our intention that the relationship between yourself and the company be as personal and as permanent as possible. Please indicate your acceptance of these terms and conditions by signing and returning the duplicate of this letter to us.

Yours sincerely

Dharmaraj Sharma

Director Bhairavasoft Pvt. Ltd.

I acknowledge, understand and agree to be bound by all the terms and conditions stated above and I am prepared to commence duty on 19/09/2023

Signature

Name in full: Himanshi Jain

Identity Card No: 8028 1008 2147

Date: 15/09/2023

amounts shall be deducted from any monies owing to you (other than leave entitlements), and if there is a shortfall it must be repaid within one month of you leave the Employer. During any period of notice of termination or resignation, the Employer has the discretion to direct you not to present yourself for work, do any work or contact any customers or clients of the Employer for any period up to your date of termination or resignation. During this period, you will continue to be employed by the Employer and must not engage or prepare to engage in any business activity that is the same or similar to the business you were undertaking for the Employer.

Termination of Employment without Notice

The Employer may also terminate your employment without notice (or payments in lieu of notice) on the following grounds. The list below is not exhaustive but includes:

- (a) dishonesty (including but not limited to theft and fraud); (b) negligent performance of duties;
- (c) disobeying a lawful direction of the Employer;
- (d) conduct or any emission which constitutes serious misconduct;
- (e) working under the influence of alcohol or drugs; (f) forgery or deliberate falsification of any record;
- (g) fighting gross rudeness to clients or work colleagues;
- (h) serious breach of any of the Employer's policies, procedures and codes of conduct; breach of confidentiality;
- (i) becoming unable to pay your debts;
- (j) being found guilty by a court of a criminal offence and bringing the Employer into disrepute.

Severability

If any provision of this agreement is held to be illegal, void or unenforceable, the agreement will be ineffective to the extent only of that illegality, voidness or unenforceability, without invalidating the remaining parts of the Agreement.

If a court should determine that any portion of this Agreement is overboard or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing the provision found to be overboard or unreasonable.

Governing Law

This Employment Agreement shall be governed by and construed in accordance with the laws of India.