

Techtinium Technologies Private Limited

2nd Floor, #70 Central Street, Kilpauk Garden Colony,
Kilpauk, Chennai - 600 010

Aug 1, 2022

Nikhil Nahar
KLP Abhinandhan
Starahans Road, Pattalam
Chennai -600 012

Re: Internship with Techtinium Technologies Private Limited

Dear Nikhil,

Welcome to Techtinium Technologies Private Limited

In accordance with our recent discussions, this letter and appendices (the "Agreement") will confirm the terms and conditions of your internship with Techtinium Technologies Private Limited(the "Company").

1. Commencements and Term of Employment
 - a. Your effective date of internship will be Aug 8, 2022(the "Joining Date").
 - b. Your internship will be for a term of 8 months subject to termination according to the terms of this Agreement, and in accordance with applicable law.
2. Compensation
 - a. You will be engaged in the position of **Software Engineering Intern**. Your initial stipend will be **INR 15,000.00 per month** payable **by the 30th of every month**(subject to any deduction required by law).
3. Employment Duties/Location
 - a. You will be initially employed in the position of **Software Engineering Intern**. Your mentor during this period will be **Darshan Turakhia**, who is currently, **Lead Software Engineer**.
 - b. Your normal place of work will be at the Company office, located at **#70 Central Street, Kilpauk Garden Colony, Kilpauk, Chennai - 10**.
 - c. You hereby agree that, during the period of employment under this Agreement, you will diligently and loyally devote all of your professional skills, time, energy and best efforts to the performance of your duties on behalf of the Company. Further, you agree to the additional material terms and conditions as set forth in Appendix B.

- d. Your initial responsibilities, as established by the Company and may be amended from time to time, include but are not limited to those set forth by your mentor.
4. Leave and Holidays
- a. You will be entitled to twelve (12) business days of paid annual leave and eight (8) business days of paid annual sick or injury leave.
 - b. You must take annual and casual leave at a time mutually agreed upon between you and the Company, which will depend on the business activities of the Company at the time.
 - c. Each year the Company will provide a list of holidays when its office is closed. You will be entitled to a holiday when the office is closed, subject to the work hour limitations in Clause 6 below.
5. Work Hours and Business Travel
- a. You will normally be required to work from **9:00 AM - 6:00 PM Monday through Friday**. However, your actual working hours may vary according to the business activities of the Company. You expressly agree to accept such hours of work without additional compensation, in accordance with applicable laws.
 - b. Your duties may require you to engage in travel on behalf of the Company. You will receive advance notice of business travel and assignments outside of India, but you agree that you will not refuse such travel and assignments absent exceptional circumstances. You expressly agree to accept such reasonable travel without additional compensation.
6. Professional Expenses
- a. The Company will reimburse you for all reasonable and necessary travel and lodging expenses that you may incur while performing Company business. You will be reimbursed according to the Company's applicable travel policies in effect at the time, upon presentation of documentary evidence acceptable to the Company.
7. Disability
- a. You will notify the Company immediately if you become incapacitated and unable to work. You must also inform the Company of the probable duration of such incapacitation, and if requested, provide the reasons for your incapacitation.
 - b. In case of illness, by the third calendar day of your absence, you will provide the Company with a medical certificate of incapacitation that includes its probable duration. In the case of illness exceeding the stated period, you will provide an additional medical certificate within three (3) days after the expiry of the previous medical certificate.
8. Termination of Employment Relationship
- a. The Company and you mutually accept the possibility that at some future point the Company or you may wish to end this employment.
 - b. The Company may terminate your employment without notice or payment in lieu thereof if you commit any material breach of this Agreement, fail to observe its terms, conditions or stipulations, or are guilty of any serious negligence or gross misconduct in connection with the business or affairs of the Company.

- c. The Company or you may terminate your employment by giving **1 (one) month** advance written notice (or payment of base salary in lieu of notice) to the other party. The Company may apply any accrued but unused leave during the notice period.

9. Mutual Remedies

- a. The Company and you each agree that if either party violates this Agreement, the Company and you may each, in addition to damages, be subject to court enforcement of the specific terms and provisions of this Agreement. Consequently, the Company and you consent to court enforcement of the specific language of this Agreement.
- b. All of the rights, duties and obligations as set forth in this Agreement are in addition to those provided by applicable law. The remedies specifically provided for in this Agreement will not preclude the Company or you from pursuing additional remedies available under law.

10. Misconduct/ Breach

You may be suspended from the performance of your duties or excluded from Company premises during any notice period or if the Company reasonably believes you have engaged in misconduct or otherwise breach the terms and conditions of employment such that the circumstances must be investigated. You will continue to receive your full salary during any period of notice or suspension. However, the Company is under no obligation to provide you with any work during that period and you will not be entitled to work for yourself or for another person or company, in particular under a term or contact with any of the Company's clients or suppliers.

11. Compliance with Applicable Laws

- a. You agree to comply with all applicable laws, regulations, and governmental orders of India and the United States of America, now or hereafter in effect, relating to your employment by the Company, including but not limited to local bribery laws, the Prevention of Corruption Act of 1988, the UK Bribery Act 2010, and the United States Foreign Corrupt Practices Act.
- b. Without limiting the generality of the foregoing, you represent and warrant that you have not, and shall not at any time during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any government official, political party, candidate for political office, or public international organization; or (ii) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, or public international organization, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.
- c. You further represent and warrant that you have not, and shall not during your employment with the Company, pay, give, offer or promise to pay or give, accept, or promise to accept any money or any other thing of value, directly or indirectly,

to or from any person or entity, public or private, located anywhere in the world, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

12. Representing the Company

You may not represent yourself as an authorized agent of the Company except in the course of the proper performance of your duties or where authorized to do so. When your employment ends, you must not hold yourself out in any business context as being an employee or representative of, or otherwise affiliated with the Company. If you misrepresent or deceive in this respect, or otherwise attempt to interfere with the existing business relations between the Company, including but not limited to, its customers, agents and suppliers, the Company may initiate legal proceedings against you to prevent any recurrence and to recover any losses.

13. Company and Client Property

All Company equipment, including but not limited to notes, memoranda, records, literature, publication, type set, lists of customers, suppliers and employees, correspondence, computer and other discs, drives and tapes, data listings, codes, keys and passwords, designs, drawings and other documents or material whatsoever (whether or not made or created by you and in any medium or format) relating to the business of the Company or a company group or any client of the Company or company group (and any copies of the same) shall be and remain the property of the Company, company group or the relevant client. As requested by the Company, you must provide the Company with any such Company equipment mentioned above, and in any event on the termination of your employment.

14. Duty to Cooperate

Upon termination of your employment, you agree to fully cooperate and assist the Company, at the Company's request and sole expense, by providing truthful testimony or information with respect to all inquiries, investigations, claims and litigations, or any other matter pertaining to the Company. Further, you agree to fully, unconditionally and immediately cooperate and assist the Company with any matter whatsoever if the Company believes your assistance is required.

15. Company Documentation

You agree that during your employment you shall not make, use or permit to be used any Company documentation, except for the benefit of the Company. Company documentation includes, but is not limited to, notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data documentation or other materials of any nature and in any form, whether written, printed or in digital format or otherwise relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs, whether or not they contain or embody any Confidential Information or any Developments (as hereinafter defined). You further agree that you shall not, after the termination of your employment, use or permit others to use any such Company documentation, it being agreed that all Company documentation shall

be and remain the sole and exclusive property of the Company. Immediately upon the termination of your employment you shall deliver all Company documentation in your possession, and all copies thereof, to the Company, at its main office.

16. Successors and Assigns

The Company may assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. In contrast, this Agreement is personal to you and may not be assigned by you.

17. Notice

- a. Any notice given under this Agreement to you may be served by hand delivery, or by registered airmail, where appropriate, to you at your last known address. Service will be deemed valid on the business day of receipt (or if on a Sunday, the following business day). Notice to the Company may be hand delivered or sent by registered airmail, where appropriate, to the Company's registered office for the time being.

18. Remedies upon Breach

- a. You agree that any breach of this Agreement by you may cause irreparable damage to the Company and that in the event of such breach the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of your obligations hereunder.

19. Absence of Conflicting Agreements

You understand that the Company does not desire to acquire from you any trade secrets, know-how or confidential business information that you may have acquired from others. You represent that you will not use such information in the performance of your duties for the Company. You also represent that you are not bound by any agreement or any other existing or previous business relationship which conflicts with or prevents the full performance of your duties and obligations to the Company during the course of employment.

20. Severability and Reformation

You hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any clause shall in no way impair the enforceability of any of the other clauses of the Agreement. If one or more of the provisions in this Agreement is for any reason held to be excessively broad as to scope, activity, or subject so as to be unenforceable, such provision(s) will be construed by limiting or reducing it or them, so as to be enforceable to the maximum extent permitted by applicable law. You hereby further agree that the language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

21. Miscellaneous

- a. Any amendment to or modification of this Agreement, or any waiver of any provision hereof, shall be in writing and signed by the Company. Any waiver by

the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof. The headings in this Agreement are for reference only and do not define, limit or affect this Agreement. Your obligations under this Agreement shall survive the termination of your employment regardless of the manner of such termination and shall bind your heirs, executors, administrators and legal representatives.

22. Choice of Law

- a. This Agreement is to be governed and construed by the laws of **Tamil Nadu, India.**

This Agreement, including its Appendices, supersedes any prior oral or written agreements between the parties relating to your employment or any other engagement with the Company, and constitutes the entire agreement between the parties.

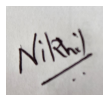
The Company and you acknowledge and agree that the foregoing accurately describes the relationship that you will enter into with the Company, and the Company and you agree that this Agreement is fair and reasonable. The Company and you acknowledge the acceptance and understanding of this Agreement by the respective signatures below.

SIGNED ON BEHALF OF **Techtinium Technologies Private Limited**



By: Anand Jeeth Elangovan
Title: Director

AGREED AND EXECUTED



By: Nikhil Nahar

APPENDIX A

Non-Competition, Non-Solicitation, and Confidentiality Obligations

The following additional material terms and conditions of your employment are incorporated into the Agreement to which this Appendix A is attached. The Company and you hereby agree to be bound by these terms to the same degree and manner as all terms of the Agreement.

1. Duty of Loyalty

You understand that you owe a duty of loyalty to the Company during your employment. As part of that duty, you agree that you will: (a) apply best efforts to your work; (b) avoid activity that may adversely affect the Company, its employees, customers, products or the company group; (c) promptly inform the Company of any opportunity that arises during your employment that relates to the Company's business; and (d) not use such business opportunities for your own gain or for that of any third party, as all opportunities you learn during your employment relating to the business of Company are owned by Company.

2. Changes in Employment Status

The obligations and restrictions established in this Agreement shall continue to apply to you regardless of whether you are promoted, demoted, transferred or if your job assignment changes in any way during your employment with the Company.

3. Non-Competition

You agree that, during your employment with Company and for a period of twelve (12) months thereafter, regardless of the reason for or manner of separation, you shall not, directly or indirectly, be employed by, contract with, perform services for, own, manage, operate, or control any company or business which sells or licenses products or services that are competitive with the products or services sold or licensed by the Company, or that are in development by Company, as on the date of your termination of employment. Notwithstanding the foregoing, you are not prohibited from purchasing and holding up to 5% of the stock in any publicly traded company as a passive investment.

4. Non-Solicitation

- a. You agree that during your employment with Company, and for a period of twelve (12) months following your employment with Company, regardless of the reason for or manner of separation, you will not: (a) solicit, divert or accept business from a customer or potential customer on behalf of a competitor, or otherwise offer products and services in competition with the Company or a company group to a customer or prospective customer, (i) with whom you had contact while employed by Company or (ii) about whom you obtained Confidential Information while employed by Company; or (b) induce or attempt to induce any customer to reduce or terminate its business with Company regarding customers (i) with whom you had contact while employed by Company or (ii) about whom you obtained Confidential Information while employed by Company; or (c) disclose the names or contact information of any customer or prospective customer to any other person, firm, corporation or entity; or (d) hire any Company or company group employee, or hire any former employee who worked for Company at any time within the last year of your employment, or encourage, solicit or induce any Company employee to leave the Company.
- b. For the avoidance of doubt, "customer" means any commercial entity or governmental agency that has purchased product(s), maintenance services or professional services from the Company (directly or indirectly) within eighteen (18) months preceding your

Joining Date). Further, "prospective customer" means any commercial entity or governmental agency that has issued an RFP, RFI, or requested a quote from the Company (directly or indirectly); or any commercial entity or governmental agency to whom the Company has submitted a response (directly or indirectly) to an RFP, RFI or request for quote; or any commercial entity or governmental agency to whom the Company was in the process of drafting such a response, within the nine (9) months preceding your date of termination.

5. Confidentiality

- a. You acknowledge that you may have access to the Company's Confidential Information during your employment with the Company. "Confidential Information" means confidential or proprietary information including, but not limited to, hardware, software, documentation, technology, trade secrets, product plans, financial information, customer and supplier lists, employee information protected by law, business and technology strategies, pricing, blueprints, designs, product roadmaps, manufacturing processes, functional requirements and any other sensitive business information belonging to the Company, the company group or a party to whom the Company is charged with responsibility for keeping such information confidential. Confidential Information does not include information that: (a) is in or enters the public domain through no act or fault on your part; (b) you rightfully knew of prior to disclosure by the Company, if you can show this by reasonable evidence; or (c) is lawfully obtained from a third party who is authorized to disclose.
- b. All Confidential Information will remain the property of the Company and no license or other rights to such information is granted or implied hereby. All Confidential Information developed by you in connection with your employment with the Company shall be the sole and exclusive property of the Company. In the event such Confidential Information developed in connection with your employment with the Company is deemed not to be the property of the Company, you hereby assign all rights thereto to the Company and hereby agree to sign all documents reasonably necessary in the opinion of the Company to eliminate any ambiguity as to ownership by the Company.
- c. You represent and warrant that during and after your employment with the Company, regardless of the reason for or manner of separation, you will use Confidential Information solely in the performance of your job duties as an employee of the Company and will not use or disclose such Confidential Information for any other purpose, including without limitation: (a) use with a future employer; (b) disclosure to a future employer or an employee thereof; or (c) use in your business or for personal gain.

6. Intellectual Property Rights

- a. Attached hereto as Exhibit 1, is a list of all inventions, original works of authorship, developments, improvements, copyrights and patents that you made or developed prior to the date hereof, that belong to you. If no such list is attached or is blank, you represent that no such inventions exist.
- b. You agree that all ideas, techniques, inventions, systems, business and marketing plans, projections and analyses, discoveries, technical information, programs, prototypes, copyrightable works of authorship, including without limitation software code, and similar developments, improvements or creations developed, conceived, created, discovered, made, or written by you in the course of or as a result, directly or indirectly, of the performance of your employment duties with the Company (the "Developments"), and all related intellectual property rights, including but not limited to, writings and other works of authorship, United States and foreign patents, mask works, copyright and trademark registrations and other forms of intellectual property protection, shall be and remain the

property of the Company. You further agree to assign (or cause to be assigned) and do hereby assign fully, on a perpetual and world-wide basis, to the Company all such Developments and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. You agree that all copyrightable Developments created by you during your employment with the Company shall be the property of the Company, which shall be the author and owner of the copyright in such works, as per Section 17 of the Copyright Act, 1957. In the event copyrightable Developments created by you are not automatically the property of the Company by virtue of Section 17 of the Copyright Act, 1957, you hereby agree to assign all rights, title and interest therein, without further consideration, to the Company. You, insofar as you have the right to do so, agree that you will execute or cause to be executed such United States, Indian and foreign patents, mask works, copyright, design, geographical indications and trademark registrations and other documents and agreements and take such other action as may be desirable in the opinion of the Company to enable intellectual property, copyright and other forms of protection for Developments to be obtained, maintained, renewed, preserved and protected throughout the world by or on behalf of the Company.

- c. If the Company is unable, after exercising reasonable efforts, to secure your signature on any application for patent, copyright, design, trademark, geographical indications, analogous registration, or other documents regarding any legal protection regarding Developments or other works and inventions, whether because of your physical or mental incapacity or for any other reason, you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agent and attorney-in-fact to act for and on your behalf and to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of such patent, copyright, design, geographical indications or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by you.
- d. You agree that if, during your employment with Company, you incorporate into any invention, service, or product, any invention, improvement, Development, concept, discovery or other proprietary information owned by you or in which you have an interest: (i) you will inform the Company, in writing, before making such incorporation; and (ii) the Company is hereby granted and will have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such invention, services, or Development. You will not incorporate any invention, service, or product, any invention, improvement, concept, discovery or other proprietary information owned by any third party without the Company's prior written permission.
- e. During your employment and for a period of one (1) year following the separation of your employment, you agree to promptly notify the Company of any inventions you develop after such separation that are based on, relate to or are a derivative of Developments or Confidential Information. You agree that any invention or work involving you after your separation shall be deemed to result from access to Developments or Confidential Information (including without limitation patentable inventions and copyrightable works) if such invention or work: (i) arose from your work with the Company; or (ii) relates to Company business and is made, created, used, sold, exploited or reduced, or an application for patent, trademark, copyright, design, geographical indications or other proprietary protection is filed by you and/or your significant aid, within one (1) year after separation of your employment.

7. Employee's Indemnity and Attorney's Fees

- a. You represent and warrant that you will not use in your work for the Company, nor will you bring on to the Company's premises, confidential information, inventions, or other intellectual property that belongs to any of your former employers. You further represent and warrant that your employment with the Company will not violate any agreements, including non-competition and/or non-solicitation agreements, with former employers or otherwise violate any obligations you owe to former employers. You shall indemnify and hold the Company harmless for any damages, losses, expenses (including reasonable attorney's fees) incurred by the Company resulting from a breach of the warranties in this Clause 7 or any of your obligations to the Company under this Agreement.

8. Remedies

- a. You understand, acknowledge and agree that in the event of a breach or threatened breach of any of the covenants and promises in this Agreement, the Company shall suffer irreparable injury for which there is no adequate remedy at law. Accordingly, the Company will be entitled to, in addition to all remedies of law, the right to an injunction, specific performance or other equitable relief. All remedies herein are cumulative and not exclusive.

9. Waiver of Breach

- a. All waivers must be in writing duly executed by the party providing such waiver. The parties agree that emails are not sufficient to constitute "writing" within the meaning of this Clause 9.

10. No Obligation to Continue Employment

- a. You understand that this Agreement does not create an obligation on the Company or any other person or entity to continue your employment.

Exhibit 1

Included below is a complete list of all of the Employee's previous inventions, discoveries, concepts or ideas, works or improvements and derivatives thereof or know-how related thereto, which were made or conceived prior to the Employee's employment with the Company and to which the Employee holds title (ownership) thereto, and are hereby excluded from this Agreement:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

(If additional space is required, please use the back of this agreement and initial the end of the list.)