



05-Jun-2023

SUB: WORKING WITH REKRUT INDIA PVT. LTD.

Dear **Swikirti Agarwal**,

We are pleased to confirm you (the "Employee") as an employee at the Company basis your offer letter, on the following terms and conditions (the "Agreement"):

1. Duties and Scope of Agreement.

(a) **Position.** The Company agrees to retain you in the position of **Consultant** or in such other position as the Company subsequently may assign to you. You will report to the Supervisor Designation and to such other person as the Company may determine. Your initial place of work shall be **Noida**. You shall be closely working with the **Our client – Axis Bank** and reporting directly to **Sharnjeet Kaur/Shruthi Sundaram**. The services to be rendered by you may be changed by the Company at any time during your employment.

(b) **Timings:** The standard work days would be as per client agreement. Also depending on your deliverables, you will be required to manage your work hours/days to achieve your goals for the defined periods. The work timings may extend beyond the specified hours based on the Company's requirement. The company reserves the right to change workdays and hours of work at any time and as per exigencies of work

(c) **Obligations to the Company.** You shall not render services to any other person or entity to the detriment of the Company and shall not act as a sole proprietor or partner of any other person or entity during your employment tenure unless you have prior written approval to do so by the Company's Directors. If you own currently and/or acquire in the future more than 5% of the stock of any other company, you shall disclose the same in writing to the Company. The Directors of the Company may in their sole discretion terminate your employment if they are of the opinion that the stock held by you, may result in a circumstance not desirable to the Company. You acknowledge and agree that you have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company's Directors. You shall comply with the Company's policies and rules, as they may be in effect from time to time during the term of the Agreement.

(d) **No Conflicting Obligations.** You represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations under this Agreement. You represent and warrant that you are free to enter into this Agreement and accept employment from the Company under the terms of this Agreement. If you have any obligations or commitments, you shall disclose fully all of your business interests to the Company whether or not they are similar to or in conflict with the business or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Company and you or any of your immediate relatives. Also, you agree not to



create or enter into such business interests during the course of your employment and, in the event, such interests occur for reasons.

(e) **Joining Date.** The commencement date of your employment with the Company is **05-Jun-2023** (the "Start Date").

(f) This Agreement shall be valid for a period of **Six** months commencing from the Start Date, unless terminated earlier. Both Parties can mutually decide to renew on expiry of this Agreement.

2. Compensation. The Company shall pay you a compensation as follows which shall be payable in accordance with the Company's policies:

(a) Fixed component of CTC will be INR **15000/-**. This will be disbursed to you as per company's current standard compensation plan (Annexure I attached).

3. Leave. You are provided with 1 leave a month till the contract end. This cannot be carried forward or encashed. You can apply for only 1 leave in a month and any excess leaves will be considered as LOP.

4. Authorised Business Expenses. The Company will reimburse you for your necessary and reasonable business expenses incurred in connection with your duties if authorised and approved in advance by the Company's Directors or such other person authorized for providing such approvals, and upon presentation of an itemised account and appropriate supporting documentation, all in accordance with the Company's generally applicable policies. Should you undertake or approve any unauthorized expenditure on behalf of the Company, the Company shall be entitled to recover the same from you, including setting off the same against any dues owed to you.

5. Term & Termination.

(a) This Agreement shall be effective from the Start Date until terminated in accordance with this Section 6.

(b) You shall be entitled to terminate the Agreement at any time, with or without cause or reason, by giving 15 days notice. You shall initiate resignation over an email and the Notice Period shall commence only upon receipt of such notice by the HR department or your reporting manager. Text messages or other forms of communication will not be accepted. If you fail to provide a full Notice Period to the Company and leave prior to the completion of the Notice Period without ensuring a smooth transition of your responsibilities to the person designated by the Company, an amount equal to the salary payable to you pro-rated for the number of days of shortfall in the Notice Period ("Notice Pay") will be deducted in order to compensate the Company for the inconvenience caused to the Company.

(c) The Company shall be entitled to terminate the Agreement at any time, without cause or reason, by giving you 15 days notice.

(d) Notwithstanding anything to the contrary in this Agreement, the Company may, at its sole discretion, terminate your employment with the Company and / or the Agreement without notice, in certain exceptional circumstances as determined so by the Company, without providing any reason and without any pay in lieu of notice. Such circumstances shall include but not limit to:

- i. You are found guilty of misconduct or of any offence involving moral turpitude, or you fail to observe without sufficient cause the Company's Code of Conduct, integrity, insubordination, theft, fraud, sexual harassment, intoxication or other company policies;
- ii. You are absent from work for a continuous period of three (3) days (including overstay of sanctioned leave/ training) without prior intimation and written approval. You will then be deemed to have abandoned employment voluntarily.
- iii. You are found in breach of the Confidentiality Agreement (detailed below in Annexure B).
- iv. You are found in violation of the Standard of Business Conduct and Ethics (detailed below in Annexure C).

(e) Your retirement from the services of the company will be on completion of 65 years of age provided that a qualified physician/ doctor shall be satisfied with your mental/ physical fitness for efficient performance of your duties when you attain the age of 60, or else the age of retirement shall be on completion of 60 years of age.

(f) Rights Upon Termination - Upon the termination of your employment and subject to any deductions you have authorised under this Agreement or otherwise for the Company to make, you shall only be entitled to the Compensation earned and the reimbursement of any authorised and approved expenses for the period preceding the effective date of the termination which shall be payable by the Company within 45 days from the date of termination of the Agreement, subject to the condition that you fulfill and perform your obligations as set out in this Agreement. You agree that upon termination of your employment with the Company, you will have executed (and do not revoke) a full and complete general release of all claims in a form provided by the Company without alteration and would have returned all Company property. Notwithstanding anything to the contrary in this Agreement, pursuant to termination of your employment, you agree that your acceptance of any amount from the Company shall be deemed as a full and general release of all claims that have arisen in relation to your employment against the Company, its assignees, directors, officers, employees, advisors, and consultants.

Sections 6(e), 7, 8, 9, 10 and 12 of this Agreement shall survive termination.

Considering your long-term commitment with Rekrut, Rekrut may bear your joining bonus, relocation expenses, notice period, joining cost or any other such expenses. In the event of your separation from the Company (resignation or termination) before completion of 1 (one) year from the Start Date, you shall be liable to pay back all such expenses incurred by Rekrut.

6. Data Protection

In connection, with personal data received by you during your employment with the Company, you shall:(a) process such data only for the purposes as may be required by the Company and as per the Company's policies; (b) take such appropriate security measures against unauthorised and unlawful processing of, accidental loss of, destruction of or damage to personal data as may be required, You undertake to comply with the relevant applicable data protection policies of the Company and keep personal data secure and only use such data in accordance with such applicable data protection policies.

7. Non-Solicitation & Non-Compete.

(a) During the period commencing on the date of this Agreement and for a period of one year from the date of termination you shall not directly or indirectly, solicit, induce, or attempt to solicit or induce (on your own behalf or on behalf of any other person or entity) either (i) any employee or any consultant of the Company or any of the Company's affiliates or (ii) the business of any customer and/or vendor of the Company or any of the Company's affiliates with whom you became acquainted during the term of this Agreement. Further, during your employment and at any time following the termination of the employment for any reason, whether with or without cause, you shall not use any Confidential Information (defined below in Exhibit B) of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

(b) During the period commencing on the date of this Agreement and continuing until one year of the date when the Agreement has been terminated for any reason, you shall not directly or indirectly, whether or not you receive remuneration, prepare or conduct business in competition with the Company, or directly or indirectly, accept employment or acquire a share (including profit share) in a company or legal entity conducting such business, or otherwise assist such a competing company or legal entity.

8. Consent to Injunctive Relief. You acknowledge that the Company will suffer irreparable damage in the event you violate any provision contained in this Agreement, and agrees that in the event of such violation the Company shall be entitled, in addition to its other remedies, to temporary and permanent injunctive relief to restrain such violation(s) (such as leaking intellectual property/ any and all information that relates to the day to day business and running of the company) by you and others acting in concert with or participation with you.

9. Indemnification. You agree to pay all direct/indirect damages, and indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and shareholders (other than yourself), from and against any and all claims, actions, proceedings, liabilities or losses including, without limitation, reasonable lawyers' fees, arising from or based on: (i) the Employee's negligence

or intentional misconduct; (ii) the infringement of the intellectual property rights of a third party by Employee; (iii) the breach by the Employee of any of his/her obligations under this Agreement, company policies or any other agreement with the Company.

10. Pre-Employment Conditions.

Your acceptance of this offer and commencement of this Agreement with the Company, and your continued employment with the Company is contingent upon following conditions:

- a. Execution of “Confidentiality Agreement” provided in Annexure B and delivery to an officer of the Company;
- b. Verification by the Company of the information and documentation provided by you and as listed in the Joining Form, including any changes in the status of such information and documentation;
- c. Successful background verification and confirmation on all the information provided as true and correct. In case if any information provided by you is found to be incorrect, the company reserves the right to terminate your employment on immediate basis;
- d. You hereby confirm that you are medically fit to be employed and perform the job responsibilities as discussed with you at hiring stage and before commencement of your employment; and
- e. You hereby confirm that there is no litigation / conviction against you before any court of law which involves any criminal offense or offences involving moral turpitude.

By accepting the terms of this Agreement, you warrant that all information provided by you is true and correct to the best of your knowledge, you agree to execute any and all documentation necessary for the Company to conduct a background check and you expressly release the Company from any claim or cause of action arising out of the Company’s verification of such information. You are liable to be transferred from one department to another and from one location to another of the Company and also its associate companies existing or acquired/ started later on, as required by the exigencies of our business at the discretion of the company and you shall do such work which will be assigned to you from time to time.

11. Data Protection: The Company will collect and process personal information, as defined under applicable data protection laws, relating to the Employee, as may be submitted by the Employee from time to time for the purpose of its employment.

12. Miscellaneous Provisions.

The following provisions shall apply to this Agreement and the Confidentiality Agreement (attached as Annexure B):

(a) **Choice of Law & Dispute Resolution.** This Agreement shall be interpreted in accordance with the laws of India without giving effect to provisions governing the choice of law. You and the Company agree that any and all disputes that may arise out of this Agreement, the Confidentiality Agreement and/or otherwise, between you and the Company, its parent and subsidiary corporations and entities, their affiliates, their respective officers, directors, agents, employees and the other consultants or other affiliated parties (the "Company Parties"), on the one hand, and you, on the other hand, shall be submitted to binding arbitration under the Arbitration and Conciliation Act, 1996 as amended, before an independent arbitrator appointed by the Company at a venue of the Company's choosing. Arbitral proceedings shall be conducted in English. The Company's total liability under this Agreement shall not exceed the last monthly compensation drawn by you, net of authorised deductions.

(b) **Legal Fees.** In the event that the outcome of any proceedings confirm that you have breached the provision of this Agreement, you promise and agree to reimburse the Company for its reasonable lawyer's fees and expenses incurred in enforcing this Agreement. In such event, you agree and authorise the Company to deduct the necessary lawyer's fees and expenses from any amount, if any, which is payable by the Company to you.

(c) **Notice.** Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, speed post with acknowledgement receipt, electronic mail ("e-mail"), or personal delivery to the other Party at the address (i) for the Company, at the registered office address, and (ii) for the Employee, at the address provided in the Joining Form. It shall be the duty of the Employee to inform the Company of any change to its address, failing which, a notice delivered to the address in this employment letter shall be deemed to have been sufficiently given. Notice is effective: (a) when delivered personally, (b) three business days after sending by speed post, (c) on the business day after sending by a nationally recognized courier service, (d) on the e-mail being sent. Notwithstanding anything contained in this Agreement, if either party refuses delivery of a notice, the notice will be considered to have been delivered on the date it was sent by the one party to the other.

(d) **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless it is deemed fit by the Company. Company can make changes in the employment agreement, in the event of any changes in the regulations, catastrophic events and other calamities or to meet any other operational or business requirement provided such changes have been informed to you in advance. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(e) **Whole Agreement.** No other agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement and/or



the Confidentiality Agreement, have been made or entered into by either party with respect to the subject matter hereof. This Agreement and the Confidentiality Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

(f) **Withholding Taxes.** All payments made under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under Indian law, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement shall continue in full force and effect.

(h) **No Assignment.** This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such

(i) **Acknowledgement of Receipt.** By signing below, you acknowledge receiving and accepting a copy of this Agreement and all its terms.

(j) **No Coercion or Duress.** You acknowledge that you have had the opportunity to consult legal counsel and financial advisors in regard to this Agreement, that you have read and fully understand this Agreement, including without limitation the full nature and extent of the restrictive covenants contained in the Agreement, that you are fully aware of its legal effect, and that you are entering into this Agreement voluntarily and of your own free will in order to obtain the benefits of this Agreement.

(k) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



We are all delighted to be able to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me, along with a signed and dated original copy of the Confidentiality Agreement.

For **Rekrut India Private Limited**

Received & Accepted

A handwritten signature in blue ink, appearing to read "Ajay Shah".

Ajay Shah
Managing Director

Swikirti Agarwal
(Signature)

ANNEXURE A



COMPENSATION

Name: Swikirti Agarwal

Designation: Consultant

CTC: 15000/-

ANNEXURE - B

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

Employment Agreement Dated: **05-Jun-2023**

Effective Date: **05-Jun-2023**

As a condition of my becoming retained (or my employment relationship being continued) by Rekrut India Private Limited, a private limited company incorporated in India, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. Relationship. This Agreement will apply to my current employment or any future relationship with the Company. Any such relationship between the Company and me, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "Relationship."

2. Term. The provisions of this confidentiality agreement shall continue during the Relationship and for a period of two (2) years thereafter.

3. Confidential Information.

(a) **Confidential Information.** I understand that "Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, paper designs, computer aided designs (CAD), developments, inventions, laboratory notebooks, processes, formulas, techniques, materials, engineering designs and drawings, hardware configuration information, lists of, or information relating to, suppliers and customers (including, but not limited to, the business of any customer and/or vendor of the Company or any of the Company's affiliates with whom I became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(b) **Protection of Confidential Information.** I agree, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorisation from the Company in each instance, any Confidential Information that I obtain, access or create during the term of the Relationship, whether or not during working hours. I further agree not to make copies of such Confidential Information except as authorised by the Company. I agree not to use, directly or indirectly, any Company Invention or Company's Confidential Information for any purpose whatsoever, post termination of my Employment Agreement and agree to return any and all Confidential Information in my possession, directly or indirectly, as provided in

Section 5 below. I agree that, during the employment period (including the notice period) I will not speak in the medial press, industry forums, public gatherings in relation to the Company and its businesses without specific approval from the Managing Director, which may be subject to modification or rejection by the Managing Director at its sole discretion. I acknowledge that this restriction applies to all press, electronic media, internet, online magazines, industry forums, public addresses like meetings of any local associations like Rotary, Lions, School functions, etc.

(c) **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

4. Ownership of Inventions.

(a) **Inventions.** I understand that “Inventions” means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that “Company Inventions” means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship, except as otherwise provided in Section 4(d) below.

(b) **Inventions Retained and Licensed.** I hereby represent that there are no Inventions that, as of the Effective Date, belong solely to me or belong to me jointly with others, and that relate in any way to any of the Company’s proposed businesses, products or research and development, and which are not assigned to the Company hereunder; and if there is any such Invention, I, hereby shall disclose the same to the Company in writing before the Start Date.

(c) **Use or Incorporation of Inventions.** If in the course of the Relationship, I use or incorporate into a product, process or machine any Invention not covered by Section 4(d) of this Agreement in which I have an interest, I will promptly so inform the Company. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute under all applicable intellectual properties without restriction of any kind.

(d) **Assignment of Company Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all Company Inventions. I hereby waive and irrevocably quit claim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of

any and all Company Inventions. I agree to notify the Company of any invention which qualifies fully for exclusion under the provisions of applicable law, if any.

(e) Maintenance of Records. I agree to keep and maintain adequate and current written records, including other Confidential Information pertaining to all Company Inventions made by me (solely or jointly with others) during the term of the Relationship, within the premises of the Company or such other place as may be expressly designated by the Company's Directors.

(f) Patent and Copyright Rights. I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordation, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. I hereby irrevocably designate and appoint the Company and its duly authorised officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity. I agree to protect the Company's own intellectual properties and bring to the notice of concerned officer of the Company any unauthorized use violation of its intellectual property of any nature. Further, I shall not download/ upload any software which is not paid for by the Company into any of the computers belonging to the Company.

(g) Release of all copyright rights: During the term of your employment, if You are a subject in any recording or being recorded by the Company or be a speaker in any Company event, then You are hereby informed that the Company may choose to capture footage and that your name, likeness, image, voice, appearance and/or performance will be recorded and made part of the recording in which You appear ("Product"). You grant the Company and its designees the right to use the Product in any format, now known or later developed. You further grant, without limitation, the right to edit, mix or duplicate and use or re-use Product in whole or in parts as the Company may elect. The Company or its designees have complete ownership of the Product, including copyright interests in perpetuity. You hereby grant the Company and its designees the right to broadcast, exhibit, market and otherwise distribute the Product, in whole or in parts, and alone or with other products, for any purpose Company or its designees determine. This grant includes the right to use Product for

promoting or publicizing. The rights granted and ownership transferred under this Clause to Rekrut shall be perpetual in nature. This clause shall survive any kind of termination or expiry of the Agreement.

5. Returning Company Property. I acknowledge and agree that all my activities, including telecommunications and documents, may be inspected by the Company at all times. I agree that, at the time of termination of the Relationship, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

6. Termination Certification. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification", however, my failure to sign and deliver the Termination Certification shall in no way diminish my continuing obligations under this Agreement.

7. Notice to Third Parties. I understand and agree that the Company may, with or without prior notice to me and during or after the term of the Relationship, notify third parties of my agreements and obligations under this Agreement.

8. Representations and Covenants.

(a) **Facilitation of Agreement.** I agree to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

(b) **No Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to the Company and/or induce the Company to use and/or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I represent and warrant to the Company that I have returned all property and confidential information belonging to any prior employer or person/entity to which I have provided any services. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement. I represent that I do not presently perform or intend to perform, during the term of the Employment Agreement, employment or other services for, and I am not presently employed by and have no intention of being employed by, companies whose businesses or proposed businesses in any way involve products or services that would be competitive with the Company's products or services, or those products or services proposed or in development by the Company during the term of the Employment Agreement and if there are any such companies, I shall ensure to disclose the same to the HR in writing before the Start Date. If, however, I decide to do so, I agree that, in advance of accepting such employment

or agreeing to perform such services, I will promptly notify the Company in writing, specifying the organization to which I propose to render services, and provide information sufficient to allow the Company to determine if such work would conflict with the interests of the Company.

9. Remedies. I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement. I acknowledge and agree that the Company's right to seek remedies against me, will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

10. General Provisions. The provisions provided in Section 11 of the Employment Agreement shall apply to this Confidentiality Agreement.

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

For **Rekrut India Private Limited**

Received & Accepted

A handwritten signature in blue ink, appearing to read "Ajay Shah".

Ajay Shah
Managing Director

Swikirti Agarwal
(Signature)

ANNEXURE - C

STANDARDS OF BUSINESS CONDUCT AND ETHICS (SBCE)

1. INTRODUCTION
2. BUSINESS ACCOUNTING PRACTICES
3. CONFLICTS OF INTEREST
4. BUSINESS ENTERTAINMENT
5. POLITICAL CONTRIBUTIONS
6. COMPLIANCE WITH LAW
7. EQUAL OPPORTUNITY WORKPLACE HARASSMENT
8. E-MAIL POLICY
9. DECLARATION UNDER SECTION III OF SBCE

I. INTRODUCTION

This document is the statement of the Standards of Business Conduct and Ethics (SBCE) of Rekrut India Private Limited (Company). The standards are prescribed to ensure that the conduct of the affairs of the Company is carried out in compliance with all applicable laws and regulations, observing highest levels of ethics, integrity, and honesty, forthrightness, and fairness.

The Company expects each employee and long term professional associate of the Company (hereinafter referred to as "Employee/s") to perform his/her duties in full compliance of these standards. All Employees who have accepted employment/long term professional contracts in the Company are bound by these standards stated herein.

All Employees of the Company as of 25th February 2015 onwards are bound by these standards upon communication of this document by electronic medium. All Employees who join the Company after 1st March, 2015 are bound by these standards upon signing the acceptance form stipulated herein.

The Company reserves the right to modify / supplement / add these standards from time to time. All such changes will be communicated to all Employees.

Any Employee having information / knowledge regarding the violation of these standards OR any potential violation shall report the same to his / her immediate superior. In case the said Employee believes that it is inappropriate to report the same to his / her immediate superior for any reason, he / she shall report the same to the Managing Director and / or Chief Operating Officer.

The Company regards any actions by any Employee in violation of these standards to be outside the course and scope of that Employees employment I contract. Anyone found in violation shall be subject to immediate appropriate action including suspension, demotion, dismissal, etc. Legal proceedings may also be commenced to recover any damages suffered by the Company and to pursue any other civil/criminal ('Course available to the Company') any against such violation.

All Employees who wish to understand these guidelines further may contact Human Resource Department of the Company.

II. BUSINESS ACCOUNTING PRACTICES

The maintenance of accurate books and records is a fundamental protection of the interests of the shareholders of the Company. Moreover, it is essential that accurate and proper records of all financial transactions of the Company are maintained to safeguard Company's relationship with governmental agencies, its contracted personnel, suppliers and customers. Accordingly, all Employees shall ensure that:

- i. All financial transaction of the Company and all assets of the Company are recorded and maintained in accordance with generally accepted accounting norms and principles.
- ii. No assets of the Company are used for any purpose other than the intended purpose for which the said asset was acquired/ developed.
- iii. No undisclosed or unrecorded fund or asset of the Company is established for any purpose.

- iv. No misleading entries are made in the books and records of the Company for any reason.
- v. No misleading entries / adjustments/ non disclosure has been made in any management information reports submitted by him/her to his / her superiors with the intension of camouflaging the actual position.
- vi. No payment on behalf of the Company is approved made without adequate supporting documentation or with the intention of understanding that any part of such payment is to be used for any purpose other than described by the documents supporting the payment.
- vii. None the facilities / infrastructure/ equipments of the Company are used during working hours and/ or thereafter for anything other than in discharging the official duties.
- viii. Not engage or entrust himself/ herself during the working hours (in whatsoever capacity) for carrying out any business, occupation, vocation / venture for his /her personal gain.

III. CONFLICTS OF INTEREST

All Company Employees have a fiduciary duty to the Company. As a general rule, no Employee shall misuse his / her position with the Company or his/her knowledge of the Companies affairs/ businesses to obtain personal gain, whether directly or indirectly. Employees have a duty to avoid situations where their loyalties may be divided between Company interests and their own. Employees should even avoid any appearance of such a conflict of interest.

While it is impractical to describe all circumstances which could involve a violation of this standard, the following examples are circumstances which provide adequate justification which would constitute such a violation. Other situations of a similar nature, not included below, could also involve such a violation.

An Employee of the Company could be considered to have violated the standard in any situation where such Employee, without first disclosing the same in accordance with the procedures set forth herein,

- i. Has a direct or indirect interest in, or relationship with any organization or individual doing or seeking to do business or render services with the Company, which relationship or interest might reasonably be expected to restrict or tend to restrict his/her independence of judgment with respect to a transaction between the Company and such individual or organization. Ownership of a nominal amount of stock in a corporation whose stock is publicly traded would not be considered an interest violation of this example.
- ii. Has, during the continuance of his employment contract with the Company, accepted any part time to time or full time employment in any organization with or without remuneration.
- iii. Has close relatives who have independent business interests in any field in which the Company and or its subsidiaries, associates, joint ventures operates. Close relatives for this purpose shall include spouse, children, own and spouse's parents, own and spouse's brother's sisters.

iv. Seeks or accepts, directly or Indirectly, from or to any individual or organization that is doing or seeking to do business render services with the Company, any services, payments, loans (other than conventional loans from conventional lending institutions) vacations or pleasure trips, or other gifts or gifts of money in any amount. The occasional receipt of sales promotion items, meals, tickets, dry fruit, sweetmeat boxes, tickets to a sporting event or show or other reasonable entertainment associated with business discussions and consistent with accepted business/ traditional practice, would not be considered violation for this example. Accepting high value gifts even if consistent with accepted business / traditional practice may also indicate compromise on this standard.

v. During the period of his/her employment/ contract with the Company, engages in any other business or activity, has not devoted his efforts solely to his duties and to furtherance of his company's interests, divulged any of the affairs or secrets of the company to any person, firm or company or has attempted to use any information which the Employee may acquire in the course of his duties.

vi. Renders any managerial, consulting or similar service to any organization which does business with or is a competitor of the Company unless such activity has received prior written specific approval from the Managing Director of the Company.

vii. Renders any gainful service as a result of their official capacity as employees of the Company.

viii. Engages in any outside business or employment that interferes with his/her obligation to the Company.

ix. Uses or permits others to use the service of the Company Employees or materials I equipment for personal use or gain unless such use has received prior written specific approval from such individual's Business Head (COO).

x. Directs, condones or fails to report to designated Company authorities the activities of any Employee which violates the principles set forth in these Guidelines.

IV. BUSINESS ENTERTAINMENT

Gifts and entertainment may be provided by Company and / or received by Employees only if they meet all the following criteria:

i. They are consistent with accepted business practice.

ii. They are of sufficiently limited value and in a form that could not be construed as a bribe or pay-off.

iii. They are not in contravention of applicable law or generally accepted ethical standards.

iv. Public disclosure of the circumstances surrounding any gift, favour or entertainment would not embarrass the Company or the recipient thereof.

v. Gifts of any significant value, which would cause offence if returned, should be disclosed to his/her immediate superior I COO and be declared as Company property and are not to be retained by the individual Employee.

V. POLITICAL CONTRIBUTION

No funds or assets of the Company shall be used for political campaign contributions. These provisions cover not only direct contributions, but also indirect assistance or support of candidates or political parties through purchase of tickets to special dinners or other fund raising events, or the furnishing of any other goods, services or equipment to political parties or committees.

The foregoing prohibitions shall apply only to the direct or indirect use of corporate funds or assets for political purposes and are not intended to discourage employees from making personal contributions to the candidates, parties or committees of their choice. Under no circumstances shall employees be reimbursed in any way for such personal contributions.

VI. COMPLIANCE WITH LAW

Employees shall comply with all applicable local laws, regulations and orders. In all cases, legal advice should be sought from legal Department in any situation where the effect of such laws, regulations or orders are unknown or are subject to varying Interpretations.

VII. EQUAL OPPURTUNITY / WORKPLACE HARASSMENT

The Company strongly believes in and advocates equal opportunity for all Employees based on individual competence. No discrimination whether based on religious, cultural, caste, marital, financial status, gender, age, sexual orientation and such other considerations will be allowed. Each Employee shall treat their peers with utmost dignity. Company will seriously view any work place harassment with or without ulterior motives including but not limited to sexual harassment, not treating subordinates with dignity, usage of foul language, initiating and/ or promoting negative environment in the workplace. Sexual harassment includes unwelcome sexual advances, request/ coercion for sexual favors, verbal/ physical conduct indicating sexual implications, etc.

VIII. E-MAIL POLICY

The Company has established a policy with regard to access and disclosure of electronic mail messages created, sent. Or received by company Employees using the Company's electronic mail system (Internal as well as external communication including but not limited to Internet mail) The Company expects every Employee to honor the policies set forth below and reserves the right to change them at any time as may be required under the circumstances.

The e-mail system is provided to the employees primarily for the conduct of business. It may be used for Incidental personal purposes. Sending, receiving or forwarding email messages of the nature of obscene pictures, jokes, screen saver, wall papers, cartoons, caricatures, executable files, chain letters, greeting cards are prohibited. Sending unsolicited mails to multiple recipients amount to Spamming which is considered to be violation of Privacy. Such mass mailing is discouraged. The e-mail system should not be used to solicit for any personal commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. The email system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets proprietary financial information, or similar materials without prior authorization.

The e-mail system hardware and software are Company property. Additionally, all messages composed, sent, or received on the e-mail system are and remain the property of the Company. They are not the private property of any Employee.

The Company reserves and intends to exercise the right to review, audit, intercept, access, and disclose all messages created, received, or sent over the e-mail system for any purpose.

The access to Internet is provided by the Company at certain levels solely at its discretion and reserves the right to revoke the same without notice. Employees who are provided with internet access are expected to use the same only for the purpose of facilitating their respective Job requirement, Visiting any sites of the following nature is strictly prohibited. : Sex / Pornography, Employment, Cookery, IRC (Chat), Bulletin Boards, Messengers / pagers, Social media, Jokes, Greeting card, Gaming, Audio/ Video playing sites. Any use of Messengers, Chat, social media requires prior consent of the HOD and must be done purely for business purposes. The Company reserves the right to track the usage of Internet to check any misuse.

I confirm that I have read the contents of Standard of Business Conduct and Ethics (SBCE) of Rekrut India Private Limited and accept the same. During the period of my employment / contract with the Company; will abide by the said standards and the requirements therein.

IX. DECLARATION UNDER SECTION III OF SBCE

Human Resource Department

Rekrut India Private Limited

Nishuvi, [Ground Floor],

No. 75, Dr. Annie Besant Road, Worli,

Mumbai 400 018

With reference to my employment / long term professional contract with the Rekrut India Private Limited (UEMPL), I would like to confirm the following:

1. I do not have any interest (direct or indirect) in any other entity (as defined) connected with any similar business activity as of UEMPL in any manner whatsoever.
2. I am not involved in, nor invest any of my time. in any entity including any entity connected in the field of other than my full-time involvement with the Company.
3. I am not involved with nor represent any individual or entity to any of the clients of the Company or any other company connected with any similar business activity as of UEMPL that would result in financial or any other benefit to me. I have not received any financial or non-financial benefits from me acting as any intermediary in any aspect connected with similar business activity as of UEMPL.
4. I do not have any interest or ownership (direct or indirect) in any entity that has any dealings with the Company.
5. None of my close relatives (as defined in SBCE) have any business interest in any field in which the Company and/or its subsidiaries, associates or joint ventures operate.

6. I am not personally involved in any form with any entity as a Consultant, Professional Board Member, Honorary Member, Honorary Faculty, Representative of any entity or body (Commercial or Non-profit or Associations).

7. This disclosure is complete and up to date to the date of signing this letter. In the future if this position changes I will inform the Company regarding the same in writing.

8. I am physically and mentally fit to carry out responsibilities assigned to me as a part of this appointment.

9. Definitions for Clarity:

a. "Entity" includes sole proprietorship, any form of partnership, I-IUF, Trust, company in any form of individual or group of individuals.

I acknowledge and agree to the above terms of the Declaration in its entirety and accept them by way of my signature appended herein below.

For **Rekrut India Private Limited**

Received & Accepted



Ajay Shah
Managing Director

Swikirti Agarwal
(Signature)