EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is executed on 21-May-2025 at Bengaluru by and between:

ByteXL TechED Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at Samrah Plaza, St Marks Road, Shanthala Nagar, Ashok Nagar, Bangalore Bazaar, Banglore, Karnataka, India, 560001 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **FIRST PART**;

AND

Abhay Nath Singh an Indian citizen, aged _ years, residing at _____.and having PAN ____ (here in after referred to as the "**Employee**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include his successors, legal representatives and permitted assigns) of the **SECOND PART**.

The Company and the Employee are hereinafter together referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

A. The Company is desirous of engaging the services of the Employee in the capacity of **Technical Educator**

B. The Employee is desirous of entering into the services of the Company in the above-named capacity in conformity with the terms and conditions of this Agreement which shall govern the said employment from the date of execution of this Agreement till such date as the Agreement between the Parties is terminated as per the terms and conditions as laid down hereunder ("**Employment Term**").

THIS AGREEMENT NOW WITNESSES AS FOLLOWS:

1. <u>Employee covenants regarding background information:</u>

1.1. The Employee hereby covenants that he/she understands and agrees that the Agreement is being offered by the Company subject to and based solely on the understanding that the Employee has furnished true and correct information/documents related to the Employee's education, past employment, past conduct, etc., and nothing contained therein is false, fabricated, misleading, concocted or deceptive in any manner whatsoever. This Agreement shall stand terminated at the sole discretion of the Company, in the event any such information/documents are found to be suffering from any of the above -named infirmities.

1.2. The Employee hereby undertakes that all documents/information required by the Company and furnished by the Employee, including and not limiting to, the documents relating to the education, past employment, conduct, particulars mentioned in the Resume/CV/Bio-data or pertaining to his/her health at the time of execution of this Agreement or at any point of time prior thereto are true, accurate and correct and are not forged / misleading in any way.

1.3. The Employee hereby undertakes that he shall lend his/ her full cooperation to any agency/third party engaged by the Company to verify the background information as furnished to the Company by the Employee and undertakes not to obstruct or hamper in any manner whatsoever the above referred agency / third party in the performance of its duties.

1.4. The Employee hereby undertakes that the Employee shall be bound by the terms and conditions of this Agreement and any other policies/manuals/procedures of the Company as notified by the Company, as may be modified from time to time.

2. <u>Remuneration:</u>

2.1. In full compensation for the services to be rendered by the Employee hereunder during the Employment Term, upon the terms and subject to the conditions set forth in this Agreement, the Company will pay to the Employee and the Employee shall accept as compensation, the salary as set out in **<u>Annexure I</u>** to this Agreement.

2.2. Payment of the salary hereunder shall be made in accordance with the relevant Company policies in effect from time to time, including normal payroll practices. All statutory requirements of tax to be deducted at source by the Company will be

complied with by the Company and all funds paid to the Employee will be after all such appropriate deductions have been made therefrom.

2.3. The gross salary payable to the Employee by the Company shall be reviewed by the Company at the end of one year from the date of the Agreement and each year subsequent thereto. The Company shall be under no obligation to increase the salary payable to the Employee as a result of the said review.

2.4. The Employee will be entitled to reimbursements of expenses incurred in the course of employment subject to the reimbursement policy adopted and notified by the Company from time to time.

2.5. The Employee shall be entitled to leave and other benefits in accordance with the Company's rules in force from time to time and as contained in the Company's policies which shall be adopted in compliance with applicable law.

2.6. Compensation or benefits paid to the Employee shall be subject to all applicable statutory deductions, including but not limited to, income taxes and provident fund contributions, which the Company shall pay to the governmental authority and any other deductions from the Employee's compensation or benefits as may from time to time be required by any governmental authority. Notwithstanding anything contained in this Agreement, the Employee shall be solely responsible and liable for filing of personal income tax returns.

2.7. Any bonus related to the performance of the Employee will be paid in accordance with applicable law and in the manner and subject to such terms as may be determined in accordance with the Company's Policies.

3. Probation and Training

3.1. The Employee shall serve a probationary period of 6 (Six) months from the date of commencement of the employment with the Company ("**Probation Period**"), which may be reduced or waived by the Company, at its sole discretion. The Probation Period may also be extended by the Company at its sole and absolute discretion and without assigning any reasons for the same. The Employee shall continue to receive the salary agreed upon in Clause 2 and **Annexure I** of this Agreement during the Probation Period.

3.2. The employment of the Employee shall stand confirmed automatically if no communication stating otherwise is furnished to the Employee either orally or in written within the Probation Period or by the end of the extended Probation Period, as the case may be, as decided by the Company and notified to the Employee.

3.3. The Company shall be free to terminate the contract of employment at any time during the Probation Period without any cause for the same and without any notice or salary in lieu thereof.

4. Duties and Covenants

4.1. The Employee shall perform such duties as are typically assigned to an employee of similar designation, and such other duties as may be assigned to him / her from time to time by the Company. The Employee shall, at all times, during the Employment Term, faithfully and diligently promote and protect the business and interests of the Company.

4.2. During the Employment Term, the Employee shall be governed by the service rules, regulations, policies and procedures of the Company in force, or as may be introduced or amended from time to time ("**Company Policies**"). The Company Policies shall inter alia provide the policies and rules regarding the Employee's leave, bonus, performance review, code of conduct, and / or other matters. The Company Policies, once effective, shall form a part and parcel to this Agreement and the Employee hereby agrees to comply with the terms of such Company Policies.

4.3. The Employee shall devote his / her time and efforts with utmost sincerity for the performance of the duties and responsibilities as may be assigned to him / her by the Company from time to time, and the Employee acknowledges that the nature of work and the environment at the Company requires flexibility on the part of the Employee, and that he / she shall undertake and perform additional duties from time to time. Further, the Employee shall not simultaneously engage in any other gainful or commercial activity (other than normally acceptable personal investment activity), business or professional activity, whether on a part-time or full-time basis, directly or indirectly, or whether during or outside office hours or within or outside the office premises.

5. Intellectual Property Rights

5.1. All information, material, inventions and discoveries or any interest in any copyright, patent and/or other property rights developed, made or conceived of by the Employee, either alone or with others, at any time during the Employment Term, whether or not within working hours, arising out of such employment or pertinent to any field of business or research in which, during such employment, the Company is engaged in, shall vest solely and exclusively with the Company.

5.2. The Employee hereby undertakes to promptly disclose to the Company all copyright works and designs and other Intellectual Property Rights originated, conceived, developed, written or made by the Employee alone or with others and will, until such rights are fully and absolutely vested in the Company, hold them in trust for the Company.

5.3. The Employee shall have no right, title or interest whatsoever over the Intellectual Property Rights and shall not be entitled to use or exploit the same in any manner whatsoever, whether commercial or otherwise. Any and all Intellectual Property Rights that vest with the Employee under law in the course of his employment with the Company are hereby assigned and transferred or deemed and agreed to have been assigned or transferred, in perpetuity to the Company for worldwide use for valid and adequate consideration in the form of remuneration is set out under Clause 2.1 and **ANNEXURE I**. It is understood that all Intellectual Property Rights created by the Employee in the course of his employment with the Company shall be "works for hire". The Employee hereby further undertakes to sign all such agreements, deeds and documents as may be required under applicable laws to perfect the assignment of the Intellectual Property Rights to the Company and the transfer of sole ownership therein.

5.4. The term "**Intellectual Property Rights**" for the purpose of this Agreement includes, but is not limited to, copyrights, design rights, trademarks, patents and any other proprietary right or intellectual property right, whether now known and/or existing or in the future, in or to any processes, methodologies, documents, database, information (including financial, business, technical, customer or any other information), software applications, products and/or any other work undertaken, produced, written, authored, conceived and/or developed (either completed or at any stage prior to completion) during the course of the employment with the Company.

5.5. The Employee represents that his/her performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the Employee in confidence or in trust prior to his/her employment by the Company, and the Employee will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous company or others.

5.6. The Employee hereby represents and warrants that he/she shall not use or integrate any third-party materials or data that are not validly licensed to the Company unless previously authorized by the Company. The Employee represents and warrants that the Employee has not violated the intellectual property rights of any third party, and covenants that the Employee shall not violate the intellectual property rights of any third party in the course of his/her employment with the Company. In the event the Company is held liable for the violation of any such intellectual property rights, the Employee undertakes to indemnify the Company, as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from. In case any non-infringing third party intellectual property is integrated in any intellectual property rights created by the Employee, the Employee agrees to grant to the Company a non-exclusive, fully transferable, perpetual, fully paid-up license to use, and modify, such integrated third-party intellectual property. The Employee shall cooperate with the Company in executing all such assignments, oaths, declarations, and other documents to give effect to the foregoing.

5.7. To the extent the Employee has any rights in the results and proceeds of the Employee's services hereunder that cannot be assigned in the manner described above, the Employee unconditionally and irrevocably waives the enforcement of such rights.

5.8. This Clause 5 is subject to, and shall not be deemed to limit, restrict, or constitute a waiver by the Company of any rights of ownership to which the Company may be entitled by operation of law by virtue of the Company or any of its affiliates/subsidiaries being the Employee's Company.

6. Confidentiality

6.1. For the purposes of this Agreement, "**Confidential Information**" shall include, but not be limited to, the terms and conditions of the present agreement; any information relating to the Company's business methods, business policies, strategies (including marketing strategy), the training material and training methods used by the Company, rates/charges/prices quoted to the clients, procedures, techniques, research and development projects or research; sales information of any kind, dates and time schedules of renewal of subscriptions of clients; financial information of any kind;

lists and particulars, including personal or contact information of the Company's clients or suppliers or employees, past, present or prospective; and shall further include and refer to any such information that the Employee has come into possession of due to, or during the course of his employment with the Company, or such information as is not generally known by persons/entities except the Company including but not limited to information shared by the customers, vendors, advisors and agents of the Company.

6.2. The Employee agrees and undertakes to keep and hold all Confidential Information in strict confidence and trust. The Employee agrees and undertakes that during the subsistence of the employment of the Employee with the Company and after cessation of such employment for any reason whatsoever, the Employee shall not disclose to any person or entity any such information belonging to the Company that can be reasonably understood to be Confidential Information or is Confidential Information as per Clause 6.1 of this Agreement.

6.3. The Employee agrees and undertakes that during the subsistence of the employment of the Employee with the Company and after cessation of such employment for any reason whatsoever, the Employee shall not use or disclose any Confidential Information without the prior written consent of the Company in each instance, except as may be necessary to perform the employment duties as an employee of the Company for the benefit of the Company within the roles and responsibilities provided by the Company. The Employee shall not use the Confidential Information, directly or indirectly, for his/her personal benefit or the benefit of any third party, and for any reason whatsoever, whether commercial or otherwise.

6.4. The Employee undertakes not to make copies of, or retain in any format whatsoever, any information belonging to the Company that can be reasonably understood to be Confidential Information or has been defined as Confidential Information as per Clause 6.1 of this Agreement, unless the Employee has been expressly, and in writing, authorized to make copies of or retain such information by the Company.

6.5. Any personal and sensitive information accessed by the Employee ("**PII**") in the course of his/her employment shall be used as per the strict instructions of the Company. The Employee shall not share any PII with a third party without the express authorization of the Company. The Employee shall protect all PII against unauthorized disclosure in accordance with the applicable laws and as per the data protection policies of the Company. In the event of any breach of this Clause or any inadvertent disclosure of PII, the Employee shall immediately notify his/her supervisor and the Company's information technology department.

6.6. The Employee undertakes to promptly return all such information belonging to the Company that can be reasonably understood to be Confidential Information or has been defined as Confidential Information as per Clause 6.1 of this Agreement upon cessation of the employment of the Employee with the Company.

6.7. Prior to the Employee submitting or disclosing for possible publication or dissemination outside the Company any material prepared by the Employee that incorporates information that concerns the Company's business or future business, the Employee agrees to deliver a copy of such material to an officer of the Company for his or her review. The Company agrees to notify the Employee whether the Company believes such material contains any Confidential Information, and the Employee agrees to make such deletions and revisions as are reasonably requested by the Company to protect its Confidential Information. The Employee further agrees to obtain the consent of the Company prior to any review of such material by persons outside the Company.

6.8. The Employee hereby agrees that the Company may from time to time collect, store, process, use or disclose personal data (including sensitive personal data) relating to the Employee insofar as may be necessary or desirable in connection with the employment with the Company including sharing information with its holding/subsidiary/ associate companies or its customers and service providers in India or outside India, or during investment transactions or internal restructuring or as considered necessary by the Company. For the purposes of this Clause "personal data" and "sensitive personal data" shall have the meanings ascribed to them under Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011. The Employee hereby consents to such storage, use and retention and agrees to regularly update the personal data made available to the Employee and confirm the accuracy and correctness of the personal data furnished by the Employee. The Employee agrees to allow the Company to collect, store and process by itself or through any third party engaged by it in India or outside India, including but not limited to payroll managers, to the extent applicable, for discharging its duties towards its Employees.

6.9. Without limiting the rights of the Company in respect of a breach of this Clause, the Employee shall:

6.9.1. promptly notify the Company of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information by any other person, that may become known to the Employee;

6.9.2. promptly furnish to the Company full details in his/her possession, of such unauthorized possession, use or knowledge, or attempt thereof, and assist the Company in investigating or preventing the recurrence of the same;

6.9.3. cooperate with the Company in any litigation and investigation against third parties deemed necessary by the Company to protect its Confidential Information and proprietary rights; and

6.9.4. promptly use his/her best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.

7. <u>Non-Compete and Non-Solicitation</u>

7.1. The Employee undertakes that during term of this Agreement, the Employee shall work exclusively for the Company and shall not engage in any other employment, trade, business or profession or work as an Employee, consultant or in any other capacity, directly or indirectly for any other person or entity and for any reason, whether commercial or otherwise.

7.2. The Employee undertakes that the Employee shall not carry on or engage in, directly or indirectly, whether through partnership or as a shareho Technical Educator r, joint venture partner, collaborator, consultant, executive, employee or agent or in any other manner whatsoever, whether for profit or otherwise, any business/trade/vocation which competes with the business of the Company or is similar to the business of the Company, for a period of **6 (SIX) Months** following the cessation of the employment either through notice or termination and/or any other mode the Company may deem fit ("**Non-Compete Period**"). It is clarified that for the purposes of this Clause, the term 'Employee' shall continue to refer to the Employee even after the termination or cessation of his employment.

7.3. The Employee undertakes that during the period of his/her employment, and after cessation of the employment, the Employee shall not and shall not attempt to directly or indirectly, whether through partnership or as a shareho Technical Educator r, joint venture partner, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or otherwise solicit from any client/customer of the Company, any business of the type carried on by the Company, or any of its affiliates or group companies, or persuade any person, firm or entity which is a client/customer of the Company, or its affiliates or its group companies to cease doing business or to reduce the amount of business which any such client/customer has customarily done or might propose doing with the Company, or any of its affiliates or group companies, as the case may be, whether or not the relationship between the Company/such affiliate/group company and any such client/customer was originally established in whole or in part through the direct or indirect efforts of the Employee.

7.4. The Employee undertakes that during the period of his/her employment, and after cessation of the employment, the Employee shall not employ or attempt to employ or assist anyone else to employ any person who is in the employment of the Company at the time of the alleged prohibited solicitation by the Employee or was in the employment of the Company at any time in the preceding 12 (Twelve) months.

7.5. The Employee undertakes that the terms and conditions included in this Clause 7 are reasonable for the legitimate protection of the business and goodwill of the Company and that the Employee is fully amenable, with no reservations whatsoever to abide by the terms and conditions of this Clause, but in the event that such restriction shall be found to be void under applicable law, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Clause valid and effective. Notwithstanding the limitation of this provision by any law for the time being in force, the Employee undertakes at all times to observe and be bound by Clause 7 of this Agreement. Provided however, that on the revocation or removal of such limitation, the original restrictions, as provided in this Clause, would stand renewed.

7.6. The Employee hereby further covenants and agrees that all references herein made to the Employee and all prohibitions on the Employee shall be deemed to include and apply with equal force and effect to any business and/or enterprise, directly or indirectly owned or controlled by the Employee and any other business in which the Employee has a direct or indirect interest.

7.7. The Employee acknowledges that based on his/her unique skills, position and exposure to Confidential Information, the breach, or threatened breach, by him/her of the provisions of this Clause 7 shall cause grave and irreparable harm, loss and injury to the Company and/or its affiliates/subsidiaries, which harm cannot be fully redressed by the payment of damages to the Company and/or its affiliates/subsidiaries. The Employee acknowledges that the scope and duration of the

non-competition and non-solicitation provisions are reasonable and the Company may, in addition to any remedy available to it at law, obtain equitable relief in the form of specific performance, temporary or permanent injunction, or any other equitable remedy which may be available against the Employee for the non-performance of any term or provision hereof.

8. Company's Property

The Employee undertakes that all equipment/data/information supplied or conveyed by the Company to the Employee, is, and shall remain, the property of the Company alone and the Employee shall return the same to the Employee at the time of cessation or termination of the employment of the Employee in good/similar condition, except for natural wear and tear.

9. Code of Conduct

9.1. The Employee agrees to the following:

9.1.1. Being an employee of the Company, the Employee shall never give, offer, or authorize the offer of, either directly or indirectly, anything of value (such as money, goods, favour or services) to a customer or government official to obtain any improper advantage. A business courtesy, such as a gift, contribution or entertainment should never be offered under circumstances that might create the appearance of an impropriety.

9.1.2. No political contributions shall be made using Company funds or assets provided to any political party, political campaign, political candidate, or public official in India or any foreign country, unless the contribution is lawful and expressly authorized in writing by the Board of Directors.

9.1.3. During the period that the Employee is employed by the Company, he/she shall not, either while acting on behalf of the Company or in the pretext thereof, accept from any person or entity, any consideration for any assessment or decision may be favourable to that person or entity. Such consideration shall include any item or conduct that may be of value such as a gift, bribe, payment, performance, favour, etc.

9.1.4. Employee shall not use Company funds for any unlawful and unethical purpose. Also, the Employee shall not offer, give or cause others to give, any payments for the purpose of influencing the recipient's business judgment.

9.2. The specific instances enumerated in Clause 9.1 of this Agreement are merely illustrative, and not exhaustive, of the terms of the code of conduct expected to be followed and strictly abided by the Employee at all points of time during his/her employment with the Company. The Employee shall be further bound by such terms and conditions regarding the expected code of conduct and ethics as may be contained in any Employee related polices of the Company and nothing in this Agreement or this Clause shall take away from the same.

10. Other terms of Employment:

10.1. The Employee hereby undertakes that he/ she shall devote the whole of his/ her working time and energy to the business of the Company and the furtherance of the interests of the Company. The Company may in its absolute discretion require the Employee to undertake the duties and obligations referred to in this Agreement for an associate or subsidiary company. In the event that the Employee is so instructed, the rights and obligations set out in this Agreement shall continue to apply unless and until superseded by revised terms, which terms shall be agreed to in the form of a separate agreement being executed.

10.2. The Employee shall, at all times, discharge his duties under the supervision of the concerned supervisor / manager, as the Company may designate from time to time. The Employee shall discharge the duties and responsibilities as specified by the reporting manager at the time of joining. The Employee shall also discharge such duties as are assigned to him from time to time by the management either directly or through Employee's designated supervisor.

10.3. The Employee herein undertakes that he/she shall not undertake any other employment or consultancy or engagement with any third party, without the express written permission of the Company during the subsistence of his employment with the Company.

10.4. The usual place of work will be at **Chandigarh University** but the Employee may be transferred to or seconded to any other location operated by the Company and its associates or subsidiaries within India. At any time during the Employee's employment with the Company, the Employee may be transferred or re-assigned to another service or department of the

Company, in accordance with the requirements of the Company. The transfer may be in a similar or equivalent position, or such other position as required by the Company at such time.

10.5. The Employee shall take all reasonable steps to safeguard his own health and safety and that of any person who may be affected by his activities at work.

10.6. The Employees shall be required to comply with all health and safety instructions issued by the Company and shall report any hazards or breaches of health and safety policy to the authorized representative of the Company or the concerned authorities intimated by the Company.

11. Termination of employment

11.1. The employment of the Employee with the Company may be terminated at any point after the Probation Period by the Employee without any cause being shown for the same by the Employee by giving 2 (Two) months' written notice to the Company. The Company may, at its sole discretion, waive such minimum notice requirement for the Employee, upon the Employee paying the Company an amount equal to 2 (Two) months of the Employee's compensation, in lieu of such notice. The remuneration for the notice period shall be given subject to the Employee attending work for regular hours on each day of the said notice period and continuing to abide by the terms and conditions of this Agreement during the term of the said period. In the event of failure of the Employee to provide notice of 2 (Two) months or in the event of failure of the Employee to serve out the entire notice period or in the event of breach of this Clause, the Company shall have the right to deduct proportionate amounts up to 2 (Two) months' salary from the full and final settlement payable to the Employee by the Company. The Company retains the right to waive the notice period required to be served by the Employee upon resignation at its sole discretion.

11.2. The Company shall have the right, at any point in time after the Probation Period as mentioned in Clause 3 above, to terminate the employment of the Employee for the following reasons, by giving 2 (Two) months' notice to the Employee or upon payment of salary in lieu of the notice period:

11.2.1. a breach, whether willful or otherwise of any/all covenants/undertakings/instructions contained herein or in the Company Policies, other than for breaches covered under clause 11.3 below;

11.2.2. at its sole discretion.

11.3. Nothing in Clause 11.2 shall apply to termination of the Employee's employment for cause, which for the purposes of the Agreement shall mean occurrence of any of the events set forth below:

11.3.1. breach of the material provisions of this Agreement;

11.3.2. the Employee commits an act of dishonesty or other willful misconduct including, without limitation, sexual harassment, theft or misappropriation (or attempted theft or misappropriation) of property of the Company or the commission or omission of an act or acts constituting fraud against the Company, that is detrimental to the pecuniary interests, reputation or goodwill of the Company.

11.3.3. The Employee is grossly negligent in the performance of the Employee's duties.

11.3.4. the Employee commits an act which constitutes a punishable offence under any statute in force in India on the date of commission of such act.

11.3.5. the Employee commits any act or acts that harm the reputation, standing or credibility of the Company in the community or with the customers or suppliers of the Company.

Upon occurrence of any event set forth in Clause 11.3 above, the employment of the Employee shall be terminated with immediate effect without any liabilities and obligations on the Company, other than as statutorily imposed. In event of termination for cause, the Company shall be entitled to recover any pecuniary costs incurred by it in connection with such Employee's employment or the determination of such cause thereof, including, without limitation, from and against any amounts payable by the Company to the Employee upon his/her termination for cause.

12. Warranties and Indemnification

12.1. The Employee represents and warrants (i) that he/she is of legal age to enter into and execute a legally binding contract and is competent and eligible to contract within the meaning of the Indian Contract Act, 1872 (as may be amended from time to time) and (ii) that there is no criminal litigation ongoing or pending against him/her.

12.2. There are no litigations, investigations, inquiries or any other claim by a third-party including any government, regulatory or adjudicatory body, pending or threatened, against the Employee.

12.3. The Employee represents and warrants to the Company that he/she is free to accept employment with the Company as contemplated herein, and he/she has no other prior obligation or commitments of any kind to anyone which would in any way interfere with his/her acceptance, or full performance of his/her obligations, under this Agreement, or the exercise of his/her best efforts to his/her employment duties.

12.4. The Employee acknowledges that the employment is offered by the Company on the basis of the Employee having furnished to the Company correct information regarding the Employee's academic qualifications, past services, and other records and the above-mentioned representations.

12.5. The Employee hereby agrees to indemnify and hold the Company harmless against all liabilities, damages, claims, suits, proceedings, costs and expenses (including but not limited to legal costs) that may be suffered or incurred by the Company as a consequence of breach by the Employee of the terms of this Agreement.

13. Cooperation following Termination

13.1. The Employee agrees that, following resignation or notice of termination of his/her employment, he/she shall cooperate fully with the Company in all matters relating to the completion of his/her pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate.

13.2. The Employee further agrees that during and following the resignation or the termination of his/her employment, he/she shall cooperate fully with the Company in dealing with any and all claims, disputes or complaints over which he/she has any knowledge that may relate to him/her or his/her employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to him/her related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

14. Non-Disparagement

During the period of employment with the Company and thereafter, the Employee shall not, directly or indirectly, make any disparaging, denigrating, derogatory or other negative, misleading or false statement, orally or in writing to any person, including, without limitation, investors in, competitors of and advisors to the Company, about the Company, its affiliates/subsidiaries and related parties and organizations, their business, their management or any of their directors, employees, officers, or business relations. The Employee acknowledges and agrees that any written or oral contact and/or communication with customers, users, clients or advisors to the Company (or with any investor in the Company) or any regulatory authority on behalf of the Company, shall be made by the Employee in good faith in accordance with the terms of this Clause and in the best interest of the Company. The Employee shall not otherwise do or say anything that could be reasonably expected to disrupt the good morale of any employee or person of the Company or its subsidiaries/affiliates and related parties, or otherwise harm the Company's and/or its affiliates/subsidiaries/related parties' goodwill, business interest or reputation in any manner whatsoever.

15. Severability

If any provision of this Agreement is adjudicated by a court or any other adjudicatory authority or government policy to be invalid, illegal or unenforceable in any respect, or is rendered so due to amendment of any law, regulation or government policy, such provision will be enforced to the maximum extent possible, given the fundamental intentions of the Parties when entering into this Agreement. To the extent such provision cannot be so enforced, it will be stricken from this Agreement and the remainder of this Agreement will be enforced as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

16. Modification

16.1. The terms and conditions of this Agreement, upon execution by the Parties, shall stand as the final and entire agreement on this subject between the Parties and shall supersede any prior or contemporaneous agreement or understanding between the Parties, whether in writing or otherwise.

16.2. The terms and conditions contained in this Agreement shall be modified only by mutual agreement between the Parties, unless otherwise expressly provided in this Agreement.

17. Jurisdiction

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts of Bengaluru shall have exclusive jurisdiction in respect of all matters relating to or arising out of this Agreement.

18. Survival

Termination of this Agreement at whatever time and for whatever reason shall not affect the obligations under Clause 5 (*Intellectual Property Rights*), Clause 6 (*Confidentiality*), Clause 7 (*Non-compete and Non-solicitation*), Clause 12 (*Warranties and Indemnification*), Clause 13 (*Cooperation following Termination*), Clause 14 (*Non-disparagement*), Clause 15 (*Severability*), Clause 17 (*Jurisdiction*), Clause 19 (*Miscellaneous*), or any other Clause of this Agreement, which by its very nature is intended to survive the termination of this Agreement, and all such Clauses shall survive the termination of this Agreement.

19. Miscellaneous

19.1. Any notice provided for in this Agreement shall be provided in writing and shall be deemed to have been duly given: (i) when delivered if sent by hand delivery; or (ii) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service; or (iii) upon transmission and electronic confirmation of receipt, if sent via electronic mail. Notices shall be properly addressed to the Parties at their respective addresses specified in this Agreement or to such other address as either Party may later specify by notice to the other in accordance with the terms hereof.

19.2. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

19.3. By entering into this Agreement, the Employee certifies and acknowledges that he/she has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he/she voluntarily and knowingly enters into this Agreement. The Employee has been provided with an opportunity to consult with the Employee's own counsel with respect to this Agreement.

19.4. Notwithstanding anything to the contrary contained herein, the Company shall be entitled at all times to set off any amount owed at any time from the Employee against any amount payable at any time by the Company to the Employee pursuant to this Agreement.

19.5. The Employee agrees that the rights and obligations of the Employee hereunder are personal and shall not be assigned by him/her without the prior written consent of the Company. The Company may assign its rights and obligations hereunder to any of its affiliates.

19.6. The Employee understands that in the event of a breach or threatened breach of this Agreement, the Company may suffer irreparable harm inadequately compensable in damages, and therefore, the Company will also be entitled to seek injunctive relief to enforce this Agreement, in addition to all and any other legal remedies which may be available to the Company under applicable law.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first herein above written.

For and on behalf of **ByteXL TechED Private Limited** ByteXL TechED Private Limited *Mounika K* _____ Name: Mounika Kanagala Designation: HR Manager	For **Abhay Nath Singh** _____

Annexure I

Remuneration

Name: Abhay Nath Singh

Designation: Technical Educator

Annual Salary: Your salary will consist of a fixed component of INR 19,80,000 (Ninteen lakh eighty thousand rupees only) per annum.

CTC Structure			
Abhay Nath Singh			
Sl No	**COMPONENTS**	**MONTHLY**	**YEARLY**
1	BASIC SALARY	79,684.00	956,208.00
2	HRA	31,874.00	382,488.00
3	LTA	7,968.00	95,616.00
4	OTHER ALLOWANCE	39,841.00	478,092.00
5	**GROSS PAY**	**159,367**	**1,912,404.00**
6	EMPLOYER ESI@3.25%	-	-
7	EMPLOYER PF	1,800.00	21,600.00
8	Gratuity Pay	3,833.00	45,996.00
9	**Annual CTC**	**165,000.00**	**1,980,000**
a	GROSS PAY	159,367.00	1,912,404.00
b	EMPLOYEE ESI@0.75%	-	-
c	EMPLOYEE PF	1,800.00	21,600.00
d	PROFESIONAL TAX	200.00	2,400.00
f	Applicable TDS		-
	NET PAY	**157,367.00**	**1,888,404.00**

- Applicable TDS cannot be shown in the structure.
- Gratuity amount will be paid as per the gratuity act 1972.