

Name: Nayanjeet Saikia
Job Title: Intern, Software Engineering

On behalf of the Company, we are pleased to appoint you as an **Intern, Software Engineering** on the following terms and conditions: -

1. Emoluments and Benefits:

Your salary and benefit plan is as detailed in Annexure 1. Details of the employee benefit plans as in force from time to time can be found on the intranet and are subject to the rules of the relevant scheme as amended by the Company from time to time. All payments made pursuant to this agreement or any bonus plan or otherwise will be subject to the deduction of tax at source as applicable.

2. Work Location and Work Timings:

Generally, your place of work will be Pune. You may be required to work in other offices and locations from time to time. In addition, you may be required to work on the premises of any of the Company's or Group Companies' customers, suppliers, clients, or associates whether in India or abroad. The Company reserves the right to transfer your services to any other location anywhere in the world. However, given the covid 19 scenario in India, until otherwise inform, you will work from your current location.

The Company's normal working hours shall typically comprise of nine (9) hours per day, exclusive of any applicable break, subject to the limit of daily working hours, as prescribed by the applicable laws. The Company may require you to work for extended working hours/days including weekends, depending on the project requirements, business exigencies and/or for conscientious and complete performance of your duties and responsibilities towards the Company, subject to the limit of working hours as prescribed by the applicable laws. Any changes made to the Company's working hours shall be communicated to you.

3. Date of Joining:

Your expected date of joining is **15th September 2021**. If you are unable to join by this date, please contact your Brainayan recruiter immediately.

4. Duties and Responsibilities:

You shall perform the duties and responsibilities as set by the Company and that are consistent with your position within the Company. You must act in the best interests of the Company, service faithfully and diligently and comply with all legal requirements of the Company, applicable to you and all lawful directions issued to you by the Company from time to time. If you work for the Company full time, you agree that you shall not at any time during the term of this Agreement, without the prior written consent of the Company, be engaged, employed, concerned or interested, directly or indirectly, in any other employment, business or occupation that may conflict with your duties to the Company.

5. Confidentiality:

You are required to maintain total confidentiality as regards the contents of this Agreement and you should not disclose the same to anybody. As a condition of employment at the Company, you will

be expected to sign the Confidentiality and Intellectual Property Agreement which forms part of your contract of employment with the Company. The Company has appointed you based upon your background, experience, general skills and abilities and not because of your knowledge of your current employer's or any previous employer's trade secrets or other company specific information. In this regard, you should also be extremely careful not to bring to the Company any documents or other materials in tangible form belonging to or acquired from any current or prior employer.

6. Previous Employment:

If you are employed, you are expected to join the Company only after your present employer formally relieves you. You are required to submit the relieving letter from your present employer to the Company. The Company will not be liable for any consequences arising out of any of your previous employments. You hereby agree that you are not subject to any terms or conditions (whether contractual or otherwise) which restrict or may restrict your ability to carry out your duties for the Company or any Group Company.

7. Background Check:

As a policy, the Company conducts a background check of all new employees. This appointment is contingent upon the Company receiving satisfactory results from the background check, which shall include without limitation - interviewing past and current employers and verifying education transcripts. For business requirements, you may also be required to undergo a criminal check. The Company shall have the right to terminate your services without notice or payment in lieu of notice, if the information provided by you at the time of interview or as part of your application or resume is found to be false or misrepresented. As part of our joining procedure, you will be required to provide details of criminal proceedings, if any have been initiated against you prior to joining the Company. If there are none, you will be required to provide a written declaration stating so.

8. Working Days, Holidays and Leave:

Your working hours will be 45 per week Monday through Friday, although you may be required to work at such other times as may be necessary for the proper performance of your duties. Your daily working hours, holidays and leave shall be as per the Company policy as amended from time to time.

9. Notice of Termination:

- a. You will be required to give at least 30 days written notice of termination to the Company. The Company reserves the right to relieve you only at the end of the 30-day notice period. If you are relieved of your duties before the expiration of your notice period, the Company will be entitled to recover from you as 'salary in lieu of notice', an amount equivalent to the shortfall in notice period and/or to deduct such an amount from any amounts which may be payable to you by the Company.
- b. The Company, at its sole discretion, shall be entitled to terminate your employment by giving you either one month's notice in writing or one month's salary in lieu thereof.
- c. During any period of notice you may be required by the Company, in its absolute discretion not to contact its employees, customers or suppliers, not to attend at your place of work at any time and not to perform any duties for the Company or to perform only such duties, specific projects or tasks as are assigned to you expressly by the Company, for such period and at such place or places (including, without limitation, your home) as the Company deems appropriate, provided that you will be entitled to receive full pay and benefits (excluding any bonus or commission payments) during such period. For the avoidance of doubt, you will remain the Company's employee during any such period and may not carry out any work for any third party.
- d. The Company reserves the right to terminate your contract without notice, or pay in lieu of notice, if, after a reasonable investigation, it has reasonable grounds to believe you are guilty of serious misconduct.

10.Restrictive Covenant:

During the term of your employment and for six months thereafter, you will not directly or indirectly solicit, deal with or contact the current or potential customers of the Company.

11.Retirement Age:

You shall retire from the services of the company on attaining the age of 65 years on the basis of the age submitted by you on the Company Records.

12.Group or Group Company:

For the purposes of this Agreement, the "Group" or "Group Company" means the Company, Brainayan, any subsidiary of the Company or Brainayan, any holding company of the Company or Brainayan and any subsidiary of such a holding company. The expressions "subsidiary" and "holding company" shall have the meanings given to them by section 4 of the Companies Act 1956.

13.Applicable Law:

This Agreement shall be governed by and construed in accordance with Indian Law and the parties submit to the non-exclusive jurisdiction of the Courts in Pune, Maharashtra, India.

14.Severability:

The various provisions and sub-provisions of this Agreement and its Annexes are severable and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction, then such unenforceability shall not affect the enforceability of the remaining provisions or identifiable parts thereof in this Agreement or its Annexes.

15.Entire Agreement:

This Agreement, the Confidentiality and Intellectual Property Agreement and the Code of Conduct constitute the entire agreement between the parties about its subject matter. Nothing in this Agreement shall operate to exclude or limit any liability for fraud.

16.Validity of this Letter:

Please communicate your acceptance of this appointment and the associated terms and conditions within five days from the date of issue of this letter after which time this offer will lapse. If you agree to the foregoing terms and conditions of employment with the Company, please indicate your acceptance by signing the acknowledgement below, the Confidentiality and Intellectual Property Agreement, Data Privacy Authorization and Code of Conduct.

17.Confidentiality:

You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of the Company and its affiliates and their employees, contractors and/or clients. At any time during the term of your employment, you agree to execute non-disclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients with respect to such Confidential Information. During the term of your employment and thereafter, you shall:(a) hold the Confidential Information in the strictest confidence; (b) not disclose or use or attempt to use or disclose the Confidential Information, except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you;(c) not disclose or divulge the Confidential Information to or for the benefit any third person or entity without the prior authorization of the Company; (d) give prompt notice to Company of any actual or attempted unauthorised use or disclosure of the Confidential Information; and (e) return the Confidential Information, including any copies or reproductions, at Company request or upon termination of your employment. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive relief, claim damages (liquidated or unliquidated) or similar relief and/or take disciplinary

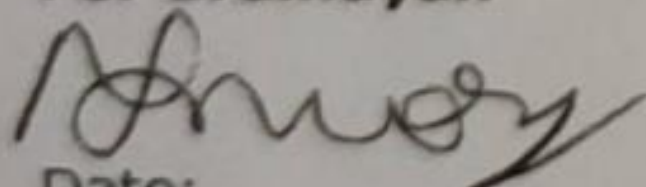
action (including but not limiting to termination) upon a potential or actual breach of this Section by you, including in the event where you take up or attempt to take up employment with or act or attempt to act as consultant or contractor to, any person, who may be a competitor of Company, or take up or attempt to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information. Company's right under this clause is notwithstanding any other right available to the Company under these Terms of Employment or otherwise.

18. Intellectual Property:

You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registerable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover or create during or in consequence of employment hereunder ("Work Product") shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to the Company and its affiliates upon inception or development. You retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to Brainayan or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Brainayan and its affiliates and their employees, contractors or clients with respect to such rights and grant to Brainayan and its affiliates an exclusive, irrevocable, perpetual, worldwide, sublicensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957).

I have read, understood and agree to the terms and conditions as set forth in these Terms of Employment. My acceptance is as of the day and year written below.

For Brainayan



Date:

Nitin More

CEO

Brainayan

D 606, Solitaire

Dhanori - Lohagaon Road

Pune - 411015

Maharashtra, India

For employee

Nayanjeet Saikia

Date: 13/09/2021

Name: Nayanjeet Saikia

Address:

Sejipute, District - Dibrugarh

PIN - 786001

State - Assam

DECLARATION

I hereby represent and warrant that as of my effective start date of employment with Brainayan, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-a-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employer and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by Brainayan or employment with Brainayan, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships.

ACKNOWLEDGED AND AGREED: *Nayanjeet Saikia*

Full Name: *Nayanjeet Saikia*

Date: *13/09/2021*