

Date: 15th April 2024

To
C A Prajwal
Mangalore, Karnataka

Sub :- Letter of Employment

Dear C A Prajwal,

We are pleased to appoint you to the role of Associate at Mangalore, Karnataka under Band E4 with Shadowfax Technologies Pvt. Ltd. with effect from 22nd April 2024.

You will be subject to the detailed terms and conditions that are mentioned in this letter of employment. You will also be governed by the policies, rules and regulations of the Company, as may be amended and modified from time to time.

Remuneration:

Your Fixed Compensation, as mutually agreed in our discussion, will be **Rs.350000/- (Three Lakh Fifty Thousand Rupees Only) Per Annum.**

Your compensation is mentioned in the attached Annexure-D

The company may make changes to the component of your CTC at any time in its sole discretion or in accordance with any changes made to the relevant income tax regulations. Any changes in your CTC will be notified to you in writing.

Acceptance of employment and Governing Law and Jurisdiction

Annexure "A" which is the assignment of Trademarks and IPRs to the Company, declare your interests in Annexure "B" and sign off the non-disclosure undertaking which is enclosed as Annexure "C". Please initial each page of this letter.

We thank you in advance for your attention and cooperation in completing and returning these documents, within three days of receiving this letter, otherwise this letter of appointment will be revoked. Upon your signature and return to us, this letter of employment will be treated as an employment agreement between you and us, and the terms and conditions of this letter of employment shall govern your employment with us.

Your continued employment with the company is subject to successfully submitting all valid documents listed in Annexure E within three days of joining. The company also reserves the right to conduct reference checks on candidates. In case you fail to submit any documents mentioned as part of the offer letter successfully, or if there is a discrepancy in the documents submitted, the company reserves the right to terminate your employment with immediate effect.

It is a pleasure to welcome you as a member of our company. We are confident that your employment with us will prove mutually beneficial and rewarding, and we look forward to having you join us.

The following terms will govern your employment agreement with us:

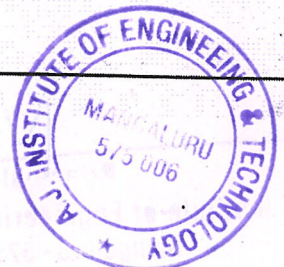
Shadowfax Technologies Private Limited

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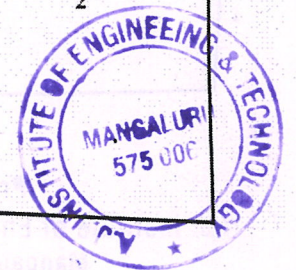
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Conditions of employment:

1. **Commencement:** Your employment as Company's full time employee shall be effective from the date of your joining which shall be on or before 22nd April 2024. It may be noted that if you do not report for work on or before the date specified above, it shall be deemed that you are not interested in joining the Company and this letter of Employment shall stand automatically withdrawn with effect from one week of the said date.
2. **Location of employment and transfer:** During the period of employment with the Company, the Company may at any time after reasonable notice, in its sole discretion, transfer you to any other department of the Company or to any other subsidiary or affiliate of Shadowfax or to any other location of Shadowfax in India or abroad where the Company or any one of its associates or customers, conducts business. In such an event, the terms and conditions governing your service shall be those applicable at the location of the transfer or those as applicable to employees of such subsidiary or affiliate as the case may be. Your refusal to transfer may be regarded as a breach of your contract of employment and would lead to summary dismissal.
3. **Hours of Work:** The Company reserves the right to change your working hours according to organizational needs. However, your normal hours of work start at 10:00 am from Monday to Saturday. The nature of the Company's business makes considerable demands on the time of its executives and you shall be expected to be reasonably available to travel and work outside normal office hours.
4. **E-mail ID & Contact Details:** You will need to communicate your personal email ID, at the time of joining, such e-mail ID, so communicated by you, can be treated as the authenticated (without limiting the rights of the Company to notify / communicate to you through any other mode or e-mail IDs) e-mail address for any communication from you. You will also keep us informed in writing of any change in your residential address, civil or marital status and such other matters.
5. **Employee Data Privacy.** In order to perform its obligations under this agreement, the Company shall collect, process, and use your personal data. Personal data will include without limitation any information/data provided by you under this agreement such as home address, business address and other contact information, payroll information, health information, financial information, bank details or any other information that may be required by the Company from time to time. You hereby give explicit consent to the Company to process, use and disclose any such data in accordance with this clause and as per applicable laws. Upon termination or expiration of this agreement, You agree that the Company may retain your personal data for its internal purposes and may use the same strictly in compliance with applicable laws.
6. This employment is subject to you being medically fit and the Company reserves the right to conduct a background and reference check (which may include criminal checks, verification of previous employment, education verification, credit check and appropriate identification verification) being conducted either by Shadowfax or an appropriate third party, and the results of such background checks being favorable in Shadowfax reasonable opinion, as per Company policy. In the event the results of such checks are unsatisfactory on any account or if any information or declaration given by you to the Company proves to be false or if you are found to have willfully suppressed any material information, your services will be terminated immediately. Further, you will be liable to pay back all the expenses incurred by the Company as mentioned in Clause 8.
7. **Retirement Age :** You will be retired from the services of the Company on the last day of the calendar month in which you attain the age of Fifty Eight years, unless the Company at its sole discretion permits you to continue your services. For the proof of your age, the management considers only the date of birth as mentioned in the Secondary School Leaving Certificate or School Leaving Certificate. The date of Birth once furnished and accepted shall be final and no change will be entertained.

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8. **Probation Period:** You will be on probation for a period of 6 months from this date of joining. The period of probation may be extended at the discretion of the Company. In case your work and conduct are found to be satisfactory during the probation period you will be deemed confirmed at the end of 6 months unless notified otherwise in writing. Unless stated otherwise, there would not be any change in your employment terms on confirmation.

9. **Notice Period:** The company reserves the right to modify your designation, band and compensation package from time to time and as per your career progression with the company. During the probation period this agreement may be terminated by either party giving "15 days" notice period in writing or 15 Days" gross CTC in lieu of notice. On confirmation, this agreement may be terminated by either party giving the other 30 days notice period in writing or 30 days gross CTC in lieu of notice accordingly.

However, the Company reserves the right not to accept payment in lieu of notice and at its sole discretion enforce the notice period or waive off the same.

Non-compliance to the code of conduct, breach of company policy, not completing the joining formalities with required documents, negative background verifications and absconding cases will lead to job termination without notice or without pay in lieu of notice and the company may (depending on the nature of violation) proceed with legal lawsuit.

10. **Termination :** In case of any misconduct including unsatisfactory or poor performance or any breach of the terms stipulated herein, the management reserves a right to terminate your services without any notice or notice pay or any further obligations. Management's decision on this would be final and you shall be bound to abide by the same. This offer is subject to satisfactory investigation of your credentials and if it is found at any time that you have made any false statements or suppressed any material information, it shall lead to termination of your services by the Company without any notice or compensation or any further obligations.

(i) Either party is entitled to terminate this appointment under notice period clause (Clause no. 8) in writing or payment of base salary (Fixed Compensation) in lieu thereof. If such termination is by the company and is without cause, notice pay will be calculated at the rate of base salary for 30 (Thirty) day together with any statutory payments to which you may have been entitled up to such effective date of termination and any accrued leave earned but not yet paid as of the effective date of such termination, in lieu of such notice.

(ii) In case any disciplinary and /or legal proceeding is pending or contemplated against the Executive, the Company may refuse the Executive's resignation and in such case, the resignation shall not take effect till the Company accepts it.

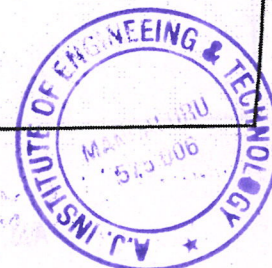
(iii) The Company may, however, at its sole discretion, opt to relieve the Executive earlier without any liability for payment of any dues for the unexpired period of notice. If Executive tenders resignation to be effective from a future date, the Company may accept the said resignation with immediate effect or with effect from any date prior to the date specified by Executive in the aforesaid letter of resignation.

(iv) If, in the sole opinion of the Company, Executive is unable to carry out the responsibilities and functions of the position held by Executive by reason of any physical or mental impairment for more than thirty (30) consecutive days or more than ninety (90) days in any twelve-month period, then, the Company may terminate Executive's employment, subject to applicable law.

(v) This Agreement will terminate forthwith upon the Executive's death and the Company shall not have any further liability or obligation to the Executive, his executors, heirs, assigns or any other person claiming under or through his estate.

(vi) The Executive's services may be terminated without any notice or liability, for the following indicative causes:

- a) engaging in serious misconduct;



- b) habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Executive that prevents him from performing the essential functions of his position;
- c) committing a serious or persistent breach or non-observance of any condition of your employment;
- d) conviction for an indictable offence;
- e) knowingly or repeatedly act in excess of your powers or in contravention of the instructions of the management or the board;
- f) knowingly or repeatedly fail to perform your duties as set out herein;
- g) acting with gross or repeated incompetence or negligence to the material detriment of the Company; and
- h) gross or repeated contravention of the provisions of the Non-Solicitation and Non-Competition Clause or the Confidentiality Clause hereof.

11. **Procedure of Termination** : Upon leaving the service of the Company, you will return all property of the Company/group companies or of any its affiliates, including but not limited to all documents (and copies) created or acquired during the course of your employment. Your full and final settlement shall be subject to you returning the Company's, group companies' and/or its affiliate's properties lying with you, if any.

12. **BYOD** : The Company grants its employees the privilege of purchasing and using smart phones, tablets & Laptops of their choosing at work for their convenience. The company may choose to provide a personal loan with the first salary release as per the policy for procurement of the laptop. The maximum limit for personal loan will be as per the slab mentioned in the BYOD policy of the company, however, the responsibility of owning and maintaining the laptop lies with the employee.

13. For any reason, if you cease to be an employee of the Company within one year of your joining date, you shall be liable to pay back all the expenses incurred by the Company including but not limited to joining bonus, notice period buy-out cost, training cost, relocation expenses, any brokerage commission / fee, certification costs immediately. Without prejudice to any other rights of the Company, such liabilities shall be considered as a due from you and recoverable / deductible from any payments payable to you. However, the company reserves the right not to accept payment or waive off the same.

14. Unauthorized absence or absence without permission from duty for a continuous period of 3 working days would make you lose your lien on employment. In such case the Company reserves the right to terminate your employment without any notice. In addition, you will be liable to pay back all the expenses incurred by the Company up to the effective date of termination.

15. **Confidentiality**: You are required to conform to the Company's policy regarding disclosure of information and industrial property and consequently, when accepting this offer of appointment, you are requested to sign Annexure "A" attached hereto, which constitutes part of your contract of employment.

You are expected to maintain utmost secrecy regarding the affairs of the Company and shall keep confidential, any information, instruments, documents, etc., relating to the Company that may come to your professional knowledge as an employee of the Company. You will also be required to sign a Non-Disclosure Agreement on joining.

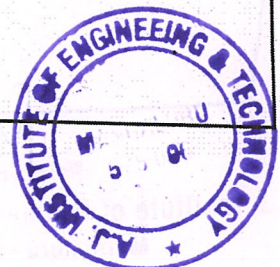
16. **Other Employment and Assignment** : During the period of your employment with the Company, you will devote full time to the work of the Company. You will not take up any employment (whether part time or otherwise) or assignment with, or remuneration (in cash or in kind or otherwise) or honorarium from any other organization, body or person without the consent of the Company in writing during the tenure of your employment with the Company. It is also to be stated that you will not take up any employment or assignment with, or remuneration or honorarium from any other organization, body or person in direct competition with the Company up till 6 months from the date of your exit from the Company in the event of termination of employment. You are required to make a full disclosure of any dealing you propose to enter directly or through any of your relatives or family members with any of the Company's agents,

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dealers, vendors, suppliers, subcontractors or the like by whatever name called. Also, you shall not commit / involve (whether directly or indirectly) in any act or omission (whether intentional or reckless or negligent or otherwise) which prejudices the interest(s) / goodwill of the Company. You shall not publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to the Company's products, services or to any matter with which the Company may be concerned, unless you have previously applied to and obtained the explicit written permission from the Company. Any breach thereof, shall be deemed to be a violation of the Company policies and would be treated in accordance to clause 18.

This Letter of Employment is personal to you and you shall not assign any rights and obligations to any third party in any manner whatsoever. The failure/silence of the Company at any time to insist on performance of any obligation under this Letter shall not be treated as a waiver of its rights.

17. Assets and Materials furnished by Company: Company shall own all assets, materials / equipment it provides to you. You shall return all assets, documents, files, materials / equipment upon the earlier termination of your services or Company's request for return of such assets, materials, etc. You shall be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge.

18. Work Done For Hire : All work product(s), tangible / intangible properties prepared or developed or conceived by you, during the term of your employment with the Company, shall be considered works made for hire owned exclusively by Company. You shall not have any rights (of whatsoever nature) in the intellectual property right (of any kind including but not limited to the right to be identified as author and the right of ownership etc) prepared or developed or conceived in connection with your services to the Company.

19. Governing Agreement: If you have [executed / to execute] any agreement(s) in connection with the Company then your services shall also be governed by such applicable agreement(s). With respect to any subject matter(s) / issue(s), if any conflict arises between this Appointment Letter and any such applicable agreement(s) then the respective provision(s) in such agreement(s) shall prevail over this Appointment Letter.

20. Tax: All payments to you, by the Company shall be subject to the deduction of applicable taxes / levies, as per the prevailing statutory provisions.

21. The Company reserves the right to terminate your employment on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.

22. Policies and Procedure : While in the service of the Company, you will be governed by the Company's Policies and Processes currently in existence, and those, which may be introduced from time to time hereafter to address changing circumstances and to all common law and statutory provisions, which may be applicable. All policies and procedures of the Company including any modifications thereof shall be deemed to be read, understood and accepted by you. Any act in violation of the policies and procedures of the Company will be deemed to be a breach of the employment contract.

Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to pay back any amount in lieu of notice.

23. Role: The executive shall perform tasks that may include but not limited to Associate in the company.

24. Your Undertakings :

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24.1. During the period of your employment with the Company, you shall neither give nor accept any gifts or favors from any source/entity. The Company values honesty of intent and purpose in all business transactions with its employees, customers, suppliers, vendors, government agencies, public bodies, media and associates. Equity and fairness shall be the benchmark of Company's dealings with them. Any violation to the prescribed code of conduct of the Company will be viewed very seriously and will be considered as a breach of contract.

24.2. The Company prides itself as a Company with highest order of ethical conduct in dealing with customers, dealers, vendors, suppliers, subcontractors, staff or the like by whatever name is called. As part of your association with the Company, it is important that you fully understand this philosophy and the policies governing it. You shall maintain utmost discipline and good conduct in your dealing with your colleagues, customers etc.,. The Company values every employee as an individual and an asset of the Company and will not tolerate any objectionable behavior including however not limiting to verbal abuse, sexual harassment, gender discrimination, misuse of Company's property, theft, cheating or any such act of any individual or body of individuals.

24.3. You shall, at all times while at the Company's premises undertake to:

- I. Act diligently, ethically, soberly, faithfully, efficiently and honestly for the growth of the organization;
- II. Shall not consume or be under the influence of alcohol or use any drug, unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions;
- III. Comply with all occupational health or safety policies of the Company including (but not limited to) those relating to a smoke free environment;
- IV. Comply with all procedures, rules, regulations, code of conduct, and lawful directions of the Company in respect of use of its premises, equipment, business ethics or methodology or contact with the staff or customers;
- V. To devote your focused attention, knowledge and skill exclusively to pursue the business and interests of the Company;
- VI. Shall not engage or involve in any business apart from the provision of the Services whilst on the Company's premises or otherwise performing the Services;
- VII. Not to commit any criminal offence and not otherwise breach any law or regulation which could adversely affect the interests of the Company or the provisions of the Services;
- VIII. Not to sexually harass any person;
- IX. Unlawfully engage in discriminatory behavior;
- X. Carry and display at all times, the appropriate company identification;
- XI. Not otherwise act in any manner which could disrupt or adversely affect the Company's business reputation, interests or goodwill;
- XII. To abide by all the existing and/or future rules, regulations, policies of the Company and all amendment or modification thereto shall be binding on you.

25. General: The above terms and conditions are based on Company policies and other rules currently applicable in India and are subject to amendments, regulations of the Company as shall be in force. Only those authorized by a specific power of attorney may sign legal documents, representing the organization. In all service matters, including those not specifically covered here, such as Travel, Leave, Retirement, etc., you will be governed by the rules of the Company framed from time to time and all policies are available at the HRMS portal.

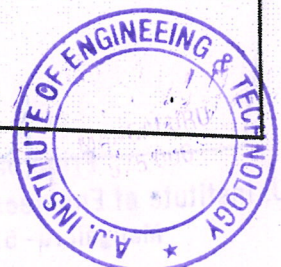
This letter contains the entire understanding between yourself and the Company and supersedes any previous agreement and arrangements relating to your employment.

We look forward to having you on board. As a token of acceptance of this appointment letter, please sign the duplicate copy attached and return to us or confirm your acceptance by e-mail to hr@shadowfax.in. Welcome to Shadowfax Technologies Pvt. Ltd. and wish you a long and happy work association.

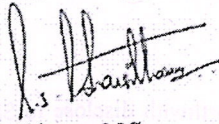
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With Regards,
For Shadowfax Technologies Private Limited,

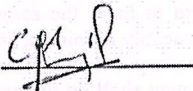


Mohan Sitharam MS
Chief People Officer

Annexures

- Annexure A: Assignment Of Patent Rights And Other Intellectual Property Rights
- Annexure B: Declaration of Interest
- Annexure C: Non-Disclosure Undertaking
- Annexure D: Compensation Details
- Annexure E: Documents for Joining

I accept the terms of employment outlined in this Employment letter, contract of employment, the annexures and terms and conditions within. In particular, I consent to (or any person acting on its behalf) conducting such checks and investigations as it in its sole and absolute discretion deems necessary, as further described in this letter.



C A Prajwal

Date: 15th April 2024

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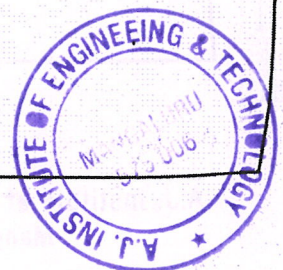
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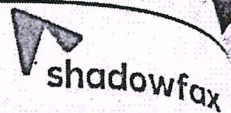
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ANNEXURE "A"
ASSIGNMENT OF PATENT RIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS TO
Shadowax Technologies Private Limited

I, **C A Prajwal** undertake and agree that I will, free of any consideration, forthwith disclose to Shadowfax Technologies Private Limited . or its affiliates (hereinafter referred as the "Company") all discoveries, processes and inventions, made or conceived by me (whether alone or in conjunction with others), whilst I am employed by the Company and during the course and scope of my employment, relating to or useful in any business carried on by the Company or by any company or other legal entity to which the Company provides secretarial and/or technical and/or administrative and/or advisory services. I herewith undertake to assign to the Company all my rights and interest in any such inventions and undertake at the request of the Company to do all such acts and sign all such documents as may be necessary for the Company to file patent applications in respect of such inventions in its name.

I agree that the Company may make applications at its cost and expense for patents, registered designs and other intellectual property rights, to be obtained in the name of the Company or its nominee(s) in India and in any other country in respect of the said discoveries, processes and inventions. I further agree that I will, free of any consideration, sign all such documents relating to such discoveries, processes and inventions as may be necessary to give effect hereto and further, without charge for my services, I will give the Company or its nominee/s and its patent agents or attorneys all reasonable assistance in preparing applications and drawing claims and, from time to time, upon the request and at the cost and expense of the Company, I will do all things as are required in order to protect the rights of the Company or its nominee(s).

In the event that I should fail to sign any documents as hereinbefore provided and to hand the same to the Company within seven (7) days after being called upon to do so in writing, then I irrevocably nominate, constitute and appoint any director for the time being of the Company as my true and lawful attorney and agent to do so on my behalf, hereby ratifying, allowing and confirming whatsoever such attorney and agent shall do or cause to be done by virtue of these presents.

If the Company does not wish to avail itself of any such discoveries, processes and inventions it will advise me thereof in writing and I will then be at liberty to disclose such discoveries, processes and inventions elsewhere and to take out patent and other intellectual property protection in respect thereof in my own name and at my own cost and responsibility, and generally to deal therewith as I may see fit.

- I shall not do or indulge in any of the following, without the prior written consent of the Company:
- (a) **Compete:** During the employment period and for a period of at least 2 (two) months after the employment period, I shall not directly or indirectly carry on, assist, engage in, be concerned or participate in any business/activity (whether directly or indirectly, as a partner, shareholder, principal, agent, director, affiliate, employee, consultant or in any other capacity or manner whatsoever) which is similar to the business of the Company nor engage in any activity that conflicts with my obligations to the Company and/or its affiliates/associates/group companies. This time duration applicable to this requirement can be reduced/waived-off with the explicit prior approval of HR Head of the Company
 - (b) **Solicit Business:** During the employment period and for a period of at least 1 (one) year after the employment period I shall not solicit, endeavor to solicit, influence or attempt to influence any client, existing or prospective customers or other person, directly or indirectly, to purchase product / services from any person, firm, corporation, institution or other entity in which I have direct or indirect interests & such person, firm, corporation, institution or other entity is in competition with the business of the Company and/or its affiliates/associates/group companies. For the purpose of this para the expressions client or customers mean those with whom you have interacted or dealt with by virtue of your employment with the Company, during the term of your employment with us.
 - (c) **Solicit Personnel:** During the employment period and for a period of at least 1 (one) year after the employment period, I shall not solicit or attempt to influence any person employed or engaged by the Company (whether as an employee, consultant, vendor, adviser or in any other manner) to terminate or otherwise cease such

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(Handwritten signature)
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employment or engagement with the Company and/or its affiliates/associates/group companies or become the employee of or directly or indirectly offer services / products in any form or manner to himself or any person or entity which is a competitor of the Company and/or its affiliates/associates/group companies.

I acknowledge and agree that violation of the covenants and obligations with respect to non-compete and non-solicitation as set forth above will cause the Company irreparable injury. Therefore, I agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain me from committing any violation of the covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have against me as provided under laws.

If I at any time found guilty of misconduct or commit any breach of this Agreement, or refuse or willfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business I may be engaged, the Company may at once, without any previous notice, terminate my appointment.

Dispute Resolution:

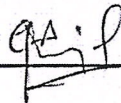
(a) All disputes & differences arising out of or in connection with any of the matters set out in the Agreement, if not resolved by mutual discussions, shall be resolved by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Arbitration & Conciliation Act, 1996. The dispute shall be settled through arbitration by a single arbitrator to be jointly appointed by the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English, and the place of arbitration shall be Bangalore, India.

(b) The parties shall have the ability to obtain term, injunctive or equitable relief as permissible under applicable law.

(c) This Agreement shall be governed by the laws of India. The Parties agree that no other courts other than the courts of Bangalore shall have exclusive jurisdiction to try any dispute arising out of this Agreement. The Parties agree that even if any other court(s) has/have any concurrent jurisdiction, still the Courts at Bangalore shall have exclusive jurisdiction to try any dispute arising out of this agreement.

I acknowledge that the copyright in any works, as referred to in the first paragraph of this document, made by me during carrying out my duties with the Company, irrespective of whether such works were made during office hours or otherwise, or were made at the premises of the Company or otherwise, will vest in the Company. I waive in favour of the Company any so-called moral rights which might otherwise accrue to me in any of such works.

SIGNED :



DATE :



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A.J. Institute of Engineering & Technology
Mangaluru - 575 006

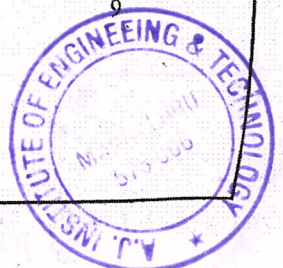
Shadowfax Technologies Private Limited

Regd Address : House No-6A, Block NP, Pitampura, New Delhi -110 03

Corp Office : 93/A, Appex Building, 1st Floor, 4th B Cross, 5th Block Koramangala, Bangalore - 560095

Contact No. : 080-67500100; Email: support@shadowfax.in; www.shadowfax.in

CIN-U72300DL2015PTC279342



ANNEXURE "B"

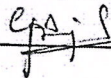
DECLARATION OF INTERESTS

I, **C A Prajwal** hereby declare that I and members of my family have direct or indirect interests in the under mentioned companies and firms as shown:

NAME OF COMPANY	NATURE OF BUSINESS	NATURE AND EXTENT OF INTEREST

I undertake not to take part in any transaction or any proposed transaction between Shadowfax Technologies Private Limited and any company or firm in which I have or any member of my family has an interest without having declared such interest and having been specifically authorized by my immediate superior to do so.

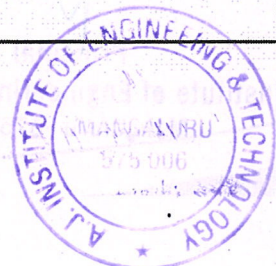
NAME(Block Capitals) C A PRAJWAL

SIGNED 

DATE: _


Principal

A.J. Institute of Engineering & Technology
 Mangaluru - 575 006



ANNEXURE 'C'
NON-DISCLOSURE UNDERTAKING

I, C A Prajwal by signature here under, hereby acknowledge and accept:

1. That during the existence of this contract of employment with Shadowfax Technologies Private Limited (hereinafter referred to as "the Company"), information which is of a confidential and protectable nature ("confidential information") will not be disclosed, in the execution of my duties other than to authorize Company officials.

2. That this confidential information includes, but is not limited to, information and knowledge concerning trade secrets, specifications and data, drawings, photographs, microfilm, memoranda, films and video material, recording tapes, systems, statistics, methods, plans, software and information systems, programmes, intellectual property, licensing arrangements or any other confidential, proprietary or secret commercial, technical, industrial and/or financial information relating to the Company, to my employment with the Company and/or to other companies, enterprises or activities associated with the Company.

3. That I shall not (save insofar as is necessary and appropriate in the ordinary course of my employment) disclose to any person whatsoever, during the existence of this agreement or thereafter, any information of a confidential and protectable nature, without the prior written consent of the Company.

4. That I shall not copy or reproduce, or cause to be copied or reproduced, by any means, any confidential information other than for the purpose of my employment with the Company after being authorized or instructed by the Company to do so.

5. That I shall not disclose any confidential information in any legal proceedings in a court or before any tribunal, or in preparation for such proceedings, unless authorized thereto by the Company or compelled by law to do so.

6. That I further undertake and agree upon termination of my employment with the Company to hand over to the Company Secretary or other authorised official of the Company all property of the Company in my possession or under my control, including but not limited to any papers, drawings, plans, recording tapes, samples, models, computer discs or similar technology, or other equipment or accessories or items in my possession or under my control, which may contain information of a confidential and protectable nature or which relate to or are in any way connected with the business and affairs of the Company or any of its subsidiary companies, or any company with which it is associated or to which it is affiliated, or which are the property of the company.

7. That I further undertake that after leaving the Company, I shall not directly or indirectly hire anyone from the Company for a period of one year from the date of my leaving.

8. That I further undertake that after leaving the Company, I shall not directly or indirectly approach any client of the company for business for a period of one year from the date of my leaving.

9. That the provisions of each paragraph or subparagraph of the agreement are severable from the provisions of the other paragraphs and subparagraphs.

10. That any breach of this undertaking during my period of employment with the Company will be considered as a serious offence by the Company which may lead to my immediate dismissal.

11. That any breach of this undertaking during or after the period of my employment with the Company could give rise to legal action being taken against me by the Company.

12. That my obligations of Confidentiality shall survive the termination of the Employment Agreement.

SIGNED: 

DATE:

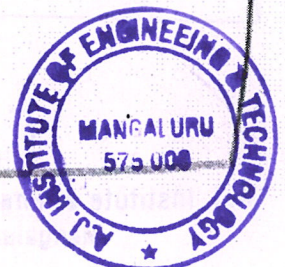
Shadowfax Technologies Private Limited

Regd Address: Room No-5A, Block NT, Pimpri, New India 411 01
Cop Office: 33/A, Appal Building, 1st Floor, 4th B Cross, 1st Block Karamangola, Bangalore - 560081
Contact No. : 080-67501101, Email: ajprajwal@shadowfax.in, www.shadowfax.in
CIN: D710049 MUMPT 270041

Principal

A. Institute of Engineering & Technology

Mangaluru - 575 006

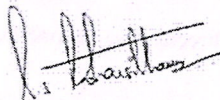


ANNEXURE "D" REMUNERATION
Your Annual compensation breakup is mentioned below

Annexure - A (Salary Breakup)		
Particulars	Annual	Monthly
Basic	210480	17540
House Rent Allowance	98576	8215
LTA Allowance	0	0
Medical Allowance	0	0
Special Allowance	0	0
Gross Total (A)	309056	25755
Employee Contribution to PF @ 12%	21600	1800
Employee Contribution to ESIC @ 0.75%	0	0
Deductions (-) from Gross Total (B)	21600	1800
In Hand After Deductions (A-B)	287456	23955
Employer's Contribution to PF @ 13%	23400	1950
Employer's Contribution to ESIC @ 3.25%	0	0
Bonus @ 8.33% on Min Wages	17544	1462
Addition (+) with Gross (C)	40944	3412
Fixed {CTC} (A+C)	350000	29167
Total In Hand with Bonus (Bonus Amount Payment Annually)	305000	25417
Annual Performance Bonus (D) {Variable}	0	0
Total Final (CTC) - {A+C+D}	350000	29167

1. The company reserves the right to modify the above compensation package from time to time.
2. The details of your appointment terms and other company policy will be explained to you at the time of your joining in the company.
3. Income Tax deduction; as per Income Tax rules, based on receipts/declarations for non-base allowances and for investments.

For Shadowfax Technologies Private Limited.



Mohan Sitharam M S
Chief People Officer

ANNEXURE E: Documents for Joining

Please bring with you the following original documents on the day you join. The documents marked with ** is mandatory to be carried on day 1 of joining.

1. 5 Passport size photographs
2. Photocopy of Photo ID proof
 - a. Indian Citizen: Both Pan card* and Aadhaar card * are mandatory
 - b. Non-Indian Citizen:
 - i. Mandatory : Passport Copy*,
 - ii. Mandatory : Indian Pan Card*,
 - iii. Mandatory : OCI /PIO* or Job Visa,
3. Photocopy of address proofs:
 - a. Permanent address proof (Any one): Aadhaar card /Passport copy /Driving License / Voter ID/ Sale deed
 - b. Present address proof (Any one): Rental agreement /Utility bill /Aadhaar card /Passport copy /Driving License / Voter ID / Society letter in original, stamped and signed by Secretary or Chairman /Bank statement.
4. Photocopy of Academic certificates:
 - a. 10th & 12th Mark sheets*
 - b. Convocation certificate of Highest qualification Bachelor's, Post-Graduation & Diploma (if any)*
 - c. All semester marks sheets of Bachelor's, Post-Graduation & Diploma (if any)
5. Photocopies of previous employment documents
 - a. Experience Letter/Relieving letter of last 3 companies worked*
 - b. If (a) is not available for the last employer, resignation acceptance mail is mandatory on the date of joining
 - c. Last 3 months' salary slips from the immediate last employer*
6. Govt Documents
 - a. PF: Previous employer issued UAN number
 - b. ESIC: Previous employer issued ESIC number
 - c. Tax statement of previous company(if applicable)
7. Bank Details :
 - a. Saving Account Cancel Cheque. (Mandatory)

Principal

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