

EMPLOYMENT AGREEMENT

This Employment Agreement (this “**Agreement**”) is made and executed on this 01st day of December, 2025 (hereinafter referred to as the “**Execution Date**”)

BY AND BETWEEN

AISENSY COMMUNICATIONS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its CIN: U72900UR2021PTC013400, and having its registered address at: House Name Sauhardy, Near Reliance Petrol Pump, Khatima Road, , Sitarganj, Uttarakhand – 262 405, India (hereinafter referred to as the “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**

AND

Mr. Yash Shukla, having PAN: LXPPS7270F and residing at: Ward 36, Near Gayatri Mandir, Physical Road, Shivpuri MP 473551 (hereinafter referred to as the “**Employee**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, liquidators, successors and permitted assigns) of the **SECOND PART**

The Company and the Employee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

- A. The Company is engaged in the business of, inter alia, (i) owning and operating a WhatsApp business API and engagement platform under the brand of ‘AiSensy’, and (ii) any other business that the Company or its subsidiaries may engage in from time to time (“**Business**”).
- B. The Employee shall perform significant strategic and management responsibilities necessary to the continued conduct of the Business of the Company. With effect from the Execution Date, the Company desires to appoint the Employee as a full-time employee of the Company and the Employee desires and has agreed to be employed with the Company, in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS

- 1.1 “**Act**” means the Companies Act, 2013 the rules and regulations prescribed thereunder, as now enacted or as amended from time to time and shall include any statutory replacement or re-enactment thereof.
- 1.2 “**Affiliate**” of a Person (defined below) means: (i) in case of a Person other than a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with such Person; and (ii) in case of a Person that is a natural person, any other Person who is a Relative of such Person or is Controlled by such Person or who is Controlled by a Relative of such Person.

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

- 1.3 **“Applicable Law” or “Laws”** means and includes (but is not limited to) all applicable: (i) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines, circulars or policies of any applicable country and/or jurisdiction (including the countries and jurisdictions in which the Parties, the Company and/or its Affiliates are incorporated and/or carry on any business or activities); (ii) writ, injunction, directions, directives, judgment, arbitral award, decree, orders, administrative interpretation, or governmental Approval of, or agreements with, any governmental authority or; and (ii) international treaties, conventions and protocols, as may be in force from time to time.
- 1.4 **“Cause”** shall mean and include the following: (i) determination by the Board after due enquiry and following principles of natural justice, that there has been a gross negligence or willful misconduct on the part of the Employee during the course of their employment with the Company; (ii) charge-sheet having been filed against the Employee with respect to any case of fraud, felony, crime involving moral turpitude, embezzlement, theft, willful misrepresentation, or dishonesty during the course of his employment with the Company or service or association with the Company; (iii) determination by the Board that there has been a material breach by the Employee of any clause of this Agreement, which breach, if curable in the opinion of the Board, has not been cured within a period of 30 (Thirty) days from the date of occurrence of such breach, or notification of such breach being provided by the Board (whichever is earlier); (iv) the Employee being restricted from carrying on the Business of either the Company, or any of its Affiliates under Applicable Law, due to any default on part of the Employee; and (v) an application for bankruptcy filed against the Employee for default in making any payments due, which application has been admitted by the competent governmental authority.
- 1.5 **“Competing Business”** means the business of (i) any Person who is, directly or indirectly, engaged in any commercial activity which is the same and/or substantially similar to the Business or which competes with the Business (**“Relevant Person”**); and/or (ii) any Person in Control of, or Controlled by, the Relevant Person.
- 1.6 **“Control”** including, with its correlative meanings, the terms **“Controlled by”** and **“under common Control”**, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through (i) the ownership of more than 50% (Fifty percent) of the voting securities of such entity; (ii) the right to appoint more than 50% (Fifty percent) of the members of the board of directors of such entity; or (iii) by contract, or otherwise.
- 1.7 **“Disability”** shall mean: (a) any condition that causes the Employee to become entitled to long-term disability benefits under the applicable Company policy, which policy shall be approved by the Board; or (b) if no such plan or policy applies to the Employee, a condition that results in the Employee being unable, as determined by the Board, to substantially perform his duties in relation to his employment for a continuous period of 90 (Ninety) days from the date of its occurrence in any 365 (three hundred sixty five) day period, as substantiated by a reputed medical practitioner, approved by the Board.

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

- 1.8 **“Person”** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, joint venture, association, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law.

2. TERM OF EMPLOYMENT

- 2.1 Joining Date. **01st day of December, 2025**

- 2.2 The Employee's employment will continue from the Joining Date unless terminated by the decision of the Board of Directors of the Company (**“Board”**), or otherwise terminated pursuant to the terms of **Clause 5** (Termination of Employment) or **Clause 2.2** of this Agreement (the **“Employment Period”**).

- 2.3 The Employee will initially be on probation for a period of **3 (Three) months** from the Appointment Date (**“Probationary Period”**), after which, his performance will be reviewed and if found satisfactory by the Employer, his employment will be confirmed in writing by the Employer. If the Employee's performance is found unsatisfactory, the Probationary Period may be extended until his employment is expressly confirmed in writing by the Employer. The Employer reserves the right to extend the Probationary Period for any reason whatsoever. In the event the performance of the Employee is not found satisfactory, the Employer may at its sole discretion terminate this Agreement with immediate effect. The Employer will not be liable for any losses, costs, expense, or damages for the termination of the employment in accordance with the terms of this **Clause 2.2**. The Employee also expressly waives his right to make any claims of any nature whatsoever which the Employee may now have or may thereafter have on account of termination in accordance with this **Clause 2.2**.

3. DUTIES AND FUNCTIONS

- 3.1 The Employee presently occupies the position and perform the duties as **Senior Operations Executive (Onboarding)**. The Employee shall fulfill such general duties and responsibilities as are consistent with such position and as are assigned to the Employee from time to time by the Board and in accordance with the Company's policies. The Employee shall devote all the Employee's business time, attention, and energies to the Business of the Company. The Employee agrees that he/she will, at all times, while performing services for the Company, devote the Employee's best efforts, skill and ability and shall perform his/her responsibilities as an employee and a founder of the Company in a competent and professional manner.
- 3.2 The Employee acknowledges and confirms that during the Employment Period, he/she shall not be employed with any person or organization or in any other entity, without the prior written consent (including through electronic mail) of the Board and that he/she will not directly or indirectly engage in any Competing Business. The Employee agrees to not participate in any activity that constitutes an actual or potential conflict of interest with the Employee's employment with the Company at any time during the Employment Period without disclosure to and approval by the Board.

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

- 3.3 The Employee agrees to abide by the rules, regulations and the policies of the Company, and any change thereof, which may be adopted by the Company, from time to time.

4. COMPENSATION AND BENEFITS

- 4.1 As total consideration for the Employee's services rendered hereunder, the Employee shall be entitled to compensation and benefits as set out in **Schedule 'A'** of this Agreement.
- 4.2 The Employee shall be entitled to paid annual leave and sick leave in accordance with the Company's policies, as in effect from time to time.
- 4.3 Compensation or benefits paid to the Employee hereunder shall be subject to all applicable taxes, and the Company may withhold from any amounts payable under this Agreement such taxes as shall be required to be withheld pursuant to any applicable law or regulation. The Company shall deposit these taxes deducted with the taxing authorities and also issue appropriate certificates of tax deduction to the Employee, when required.
- 4.4 Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times, after providing prior written notice of at least 15 (Fifteen) days, to set off any amount owing from the Employee against any amount payable at any time by the Company to the Employee pursuant to this Agreement.
- 4.5 Receipt of payments and benefits from third parties: (i) Neither the Employee nor the Employee's Relatives, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit in respect of any business transacted (whether or not by the Employee) by or on behalf of the Company or any Affiliate of the Company; and if Employee, Employee's relatives (as defined under the Act), directly or indirectly obtain any such payment, discount, rebate, commission or other benefit, the Employee shall forthwith account to the Company or its Affiliates for the amount received or the value of the benefit so obtained, or any other direct or indirect interest or benefit that he/she has derived or is likely to derive through or in connection with any arrangements, dealings, transactions or affairs; and (ii) The Employee declares, represents and warrants that as on the date hereof, he/she is not, a member or, a member of the board of directors or, a partner or employee, nor does he/she hold any other office in or is in any manner individually associated, with any other company, body corporate, partnership or other entity, organized for profit. It is hereby clarified that interest created by way of investing in mutual funds, or trading on any stock exchange to purchase the shares of a listed company, or by way of creating fixed deposits in banks and any interest in the family property of such Employee shall be excluded.

5. TERMINATION OF EMPLOYMENT

- 5.1 **Resignation by the Employee.** The Employee may resign from the employment of the Company by giving the Company no less than **30 (Thirty) days'** prior notice or such shorter notice as may be considered by the Board. The Company may waive such minimum notice requirement. If the notice period is not served, or is part-served by the Employee, the Company has the unfettered right to proceed with necessary

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

resources at its disposal. Further, any relieving letter, experience certificate or other such exit formalities shall not be conducted or entertained by the Company.

- 5.2 **Termination for Cause.** The Employee may be terminated by the Board due to Cause. Any termination pursuant to the above shall be made in writing to the Employee, which notice shall set forth in as reasonable detail as practicable, all acts or omissions upon which the Board is relying for such termination for Cause.
- 5.3 **Termination without Cause.** The Employee may be terminated by the Board without Cause by providing a notice of 30 (Thirty) days to the Employee.
- 5.4 **Termination for Employee's death or Disability.** In the event of Disability of the Employee, the Company may terminate the Employee's employment by providing a minimum notice of 30 (Thirty) days to the Employee in relation to such termination. In the event of death of the Employee, the Agreement shall stand terminated on the date of demise of the Employee.
- 5.5 **Notice.** Notwithstanding anything in this Agreement, the termination of the Employee's employment pursuant to this Agreement shall be effective: (i) immediately upon the expiry of the notice period provided in the written notice delivered by the Employee to the Company in relation to his/her resignation, in accordance with **Clause 5.1**; or (ii) immediately upon the delivery to the Employee of written notice of his/her termination for Cause in accordance with **Clause 5.2**; or (iii) immediately upon the expiry of the notice period provided in the written notice delivered by the Company to the Employee in relation to the Employee's termination by reason without Cause in accordance with **Clause 5.3** above; or (iv) immediately upon the expiry of the notice period provided in the written notice delivered by the Company to the Employee in relation to the Employee's termination by reason of Disability in accordance with **Clause 5.4** above; or (v) Immediately upon the death of the Employee.

The Board shall have the option, in its sole discretion, to make the Employee's termination effective at any time prior to the end of the notice periods stated in **Clause 5.5(i)** above as long as the Company pays the Employee the amounts due to such Employee pursuant to the provisions of **Clause 5** above, as applicable. Any termination or resignation as per this **Clause 5** shall be effective only upon execution of a full and final settlement agreement with the Company, abiding by its policies.

- 5.6 **Termination Dues.** In the event of termination of employment of the Employee for any of the reasons set out in **Clause 5**, the Employee will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of such termination; provided however that the Employee shall be entitled to receive statutory payments including any accrued leave to which the Employee may have been entitled to or may have earned (but which have not yet been paid) as of and up to the effective date of such termination (the "**Termination Dues**").

6. NON-DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION

- 6.1 The Employee acknowledges that during the course of his/her employment, he will have and/or has had access to information about the Company and/or its Affiliates or otherwise in its possession and that his/her employment with the Company shall

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

bring him/her into close contact with many confidential affairs of the Company, its Affiliates, customers, and vendors, including without limitation, information regarding the following: management methods, business, and operating techniques; sales, advertising, and marketing methods; procedures and methods; information regarding customers and vendors; development and service methods; business techniques; information regarding employees and personnel; training techniques, manuals, and procedures; hardware systems and software programs; any information relating to the Company and its customers' (whether past, present, or future) financial data, financial results and projections, costs and prices, details of employees, consultants, agent, vendors, customer, technologies, technical and business strategies, business and marketing plans and reports, marketing and sales techniques, contracts; any information relating to the Company and its customers' (whether past, present, or future) platforms, servers, internal controls, computer or data processing programs, algorithms, electronic data processing applications, security procedures, hardware, designs, drawings, machines, tools, models, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, choices of product names, trade secrets or know how; any information relating to the prior, current or contemplated services and information that the Employee has a reasonable basis to believe that it is not in the public domain or was accepted by the Company and / or affiliates from any third party under obligations of confidentiality (collectively, the **"Confidential Information"**).

- 6.2 During and after the termination of the Employee's employment (regardless of the reason for any such termination) save and except the exceptions listed in **Clause 6.3** below, the Employee shall not, without the prior written consent of the Company, disclose or use or make available for anyone to use (except in the course of his/her employment by, or in furtherance of the business of the Company and affiliates) any Confidential Information and shall use his/her best efforts to prevent the unauthorized publication or misuse of any Confidential Information. In the event the Employee is permitted to disclose relevant aspects of Confidential Information to professional advisors or agents, of the Company, the Employee shall ensure that the disclosure shall be made subject to the condition that (i) such persons are bound by similar obligations of use and confidentiality as provided in this Agreement, and (ii) the disclosure is reasonably necessary for the performance of the services under this Agreement or for furtherance of the Business of the Company and its affiliates.
- 6.3 The provisions of **Clause 6.1** shall not apply to: (i) Confidential Information already known or already in the lawful possession of the Party receiving Confidential Information, from any other party not bound by similar confidentiality obligations, as of the date of its disclosure; (ii) the disclosure of information in confidence to any professional adviser to any of the Company for the purposes of obtaining advice or assistance in connection with his/her obligations or rights provided that such adviser is bound by written obligations of confidentiality similar to the obligations on a Party under this Agreement; or (iii) disclosure of information that is required to be disclosed under any Applicable Law, or is required to be disclosed to a Governmental Authority, provided that a notice of the same shall be provided by the disclosing party to the other party.

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

- 6.4 All documents, records, data or other material, whether or not pertaining to Confidential Information, which are furnished to the Employee by the Company, its affiliates, customers or vendors, or are produced by the Employee in connection with the Employee's employment shall remain the property of the Company.
- 6.5 Upon request by the Company at any time during the Employment Period and upon termination of this Agreement, the Employee shall (a) promptly return to the Company, or (b) at the option of the Company, erase or destroy, all of the Confidential Information, in whatever form available, including any material or medium from which any Confidential Information may be ascertained or derived. In no event shall the Employee store or retain any Confidential Information or copies, compilations or analysis thereof, unless authorized by the Company in writing.
- 6.6 Without limiting the rights of the Company in respect of a breach of this clause, the Employee shall: (i) 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; (ii) promptly furnish to the Company full details in its possession, of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Company in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information; (iii) cooperate with the Company in any litigation and investigation against third parties deemed necessary by the Company to protect its proprietary rights; and promptly use his/her best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.
- 6.7 The Employee hereby represents and warrants that the performance of his/her obligations under this Agreement will not breach any agreement to maintain in confidence proprietary information acquired by the Employee prior to or outside the scope of his/her employment by the Company. The Employee covenants that he/she will not disclose to the Company or its affiliates, or use, or induce the Company or any of its affiliates to use, any proprietary information or trade secrets of any third party, including any previous employer of the Employee, at any time.
- 7. INTELLECTUAL PROPERTY RIGHTS**
- 7.1 For the purpose of this Agreement, "**Intellectual Property**" shall mean any and all intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired, including but not limited to patents, patent disclosures, trade secrets, patent rights, know-how, works of authorship, copyrights, copyright applications, copyright registrations, design, trademarks, trademark registrations, trade names, service marks, service names, logos, Internet domain names, Internet and World Wide Web URLs or addresses and all other such intellectual or proprietary or confidential material.
- 7.2 In consideration of this Agreement, the Employee hereby agrees that every discovery, invention, improvement, hardware, design, original works of authorship, software code, secret process and other Intellectual Property made, invented, created, developed or discovered by him/her (whether alone or with any third party), whether

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

term of his/her employment with the Employer, in connection with or in any way affecting or relating to the business of the Employer or capable of being used or adapted for use therein (collectively, the “**Work Product**”), shall belong to and be the absolute, sole and exclusive property of the Employer.

- 7.3 The Employee agrees to assign, and does hereby irrevocably transfer and assign, to the Employer all of the Employee’s rights, title and interests in and with respect to the Work Product, worldwide, along with any registrations or applications to register such rights. It is agreed between the Parties that the assignment under this Agreement shall not lapse, nor the rights transferred therein revert to the Employee, even if the Employer does not exercise the rights under this Agreement.
- 7.4 The Employee hereby waives and agrees never to assert any of his/her rights on the Work Product or any copyright work originated, conceived, written, or made by him/her (either alone or with any third party) during the term of his/her employment with the Employer. He/she further agrees not to claim that any treatment, exploitation, or use of the said works infringes such rights, including but not limited to the right to be indemnified, even after the termination of the Employee’s employment with the Employer.
- 7.5 In the event, prior to the commencement of the employment, the Employee has, independently or jointly with any third party, whether during the course of his/her previous employment/s or otherwise, made, invented, created, developed or discovered any discovery, invention, improvement, design, original works of authorship, software code or secret process or other Intellectual Property which belong to him/her either singly or jointly with others (hereinafter collectively referred to as “**Prior Inventions**”), the Employee shall identify the same along with details, if any, in a separate document to the Company. If no Prior Inventions have been identified and provided to the Company, it shall be conclusively deemed that there are no Prior Inventions, and the Employee represents, warrants and agrees that the Employee does not have any rights, title or interests in any discovery, invention, improvement, design, original works of authorship, software code or secret process or other Intellectual Property rights that may in any way affect or relate to the business of the Employer. In the event, the Employee uses such Prior Inventions in the course of his/her employment, the Employee shall grant to the Employer all right, title and interest to the same, or where this is not possible, the Employer shall have a fully paid up, royalty-free, exclusive, irrevocable, perpetual, worldwide license to use, disclose, make, sell, copy, distribute, modify such Prior Inventions in such manner as the Employer may be deem fit.
- 7.6 **Work for Hire.**
- (a) The Employee agrees and understands that the Work Product is “work for hire” under applicable law and the Employer will be considered the first owner of any such Intellectual Property.
- (b) In the event, that the Employer is not considered the first owner of such Work Product, the copyright and all related rights, title, and interest in all such Intellectual Property is irrevocably assigned by the Employee to the Employer in consideration of the Employee’s engagement with the Employer which

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

constitutes valid and adequate consideration. The Employee hereby waives any right to and agrees that he/she shall not raise any objection or claims with respect to the ownership of any such Intellectual Property.

- (c) The Employee shall at all times during his/her engagement with the Employer and thereafter, fully cooperate with the Employer to register, perfect and/or enforce Intellectual Property rights that may be derived as a result of the work performed by the Employee for the Employer. This shall include executing, acknowledging, and delivering to the Employer all documents or papers that may be requested by the Employer to enable the Employer to create, establish, publish, or protect the said Intellectual Property rights.

7.7 Third Party Materials

- (a) The Employee shall not use or integrate any third-party materials or data that are not validly licensed to the Employer into the Work Product. The Employee warrants that the Employee has not violated and shall not violate the Intellectual Property rights of any third-party in the course of his/her engagement with the Employer.
 - (b) In the event the Employer is held liable for the violation of any third-party Intellectual Property rights as a result of the acts or omissions of the Employee, the Employee undertakes to indemnify the Employer and its affiliates, as the case may be, against any and all actual losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting therefrom.
 - (c) In case any such third-party Intellectual Property is integrated in the Work Product or any Intellectual Property created by the Employee pursuant to this Agreement, the Employee agrees, at his/her own expense, to procure for the Employer a non-exclusive, fully transferable, perpetual, fully paid-up license to use and modify, such integrated third-party Intellectual Property.
- 7.8 The Employee's obligations under this Clause shall survive the termination of the Employee's employment regardless of the manner of such termination and shall be binding upon Employee's heirs, executors, administrators, and legal representatives.

8. RESTRICTIVE COVENANTS

- 8.1 **Non-Compete.** The Employee hereby agree, that for a period from the Joining Date and ending 24 (Twenty Four) months from the date on which the Employee ceases to be in employment with the Company (the "**Restrictive Period**"), not to directly or indirectly (through their Affiliates or otherwise), whether as an individual, employee, through a partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director or in any manner or capacity whatsoever: (i) carry on, participate, solicit or be engaged or interested in any Competing Business; (ii) render any services to a Competing Business or enter into employment with or any such Persons engaged in the Competing Business; (iii) set up, solicit business on behalf of, guarantee any obligations of, extend credit to, or have any ownership interests or other affiliation in, in any Competing Business. However, it is hereby accepted by the Parties that the Employee joining a Competing

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

Business in the capacity not relevant to the Business shall not be considered for this **Clause 8.1**.

- 8.2 **Non-Solicit.** The Employee acknowledge that the ability of the Company to conduct and operate its Business depends upon its ability to attract and retain skilled people, customers, suppliers and that the Company has and will continue to invest substantial resources in training such people. The Employee hereby agrees that he shall not, during the Restrictive Period: (i) directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee or exclusive consultant of the Company or any person who was an employee or exclusive consultant of the Company at any time during the last 12 (Twelve) months from the determination date and shall use his best efforts to prevent any of its related entities or Persons from taking any such action; (ii) disclose to any third party the names, backgrounds or qualifications of any employees of the Company or otherwise identify them as potential candidates for employment; (iii) personally, or through any other Person, approach, recruit or otherwise solicit employees of other Party to work for any other employer; and (iv) persuade any Person which is a client/customer/ supplier of the Company, to cease doing business in part or in full or to reduce the amount of business which any such Person has customarily done or might propose doing with the Company or solicit, cause in any part or encourage any clients/ customers/ suppliers of the Company to do business with any Person other than the Company, directly or indirectly, deal with such client/customer/ supplier of the Company, to cease doing business in part or in full or to reduce such activity that affects the business they do with the Company.
- 8.3 The Employee undertakes that till the time he is employed with the Company, he shall devote his substantial knowledge, time, and experience exclusively to the Business and use best efforts, skills, and abilities to serve and promote the Business and interest of the Company on a full-time basis. Subject to **Clause 8.1**, the Employee undertakes that till the time he is employed with the Company, he will not initiate or set-up any other business venture (whether or not it is competing with the Business of the Company). The Employee undertakes to ensure that any activity performed by him does not result in dilution of management time spent by him on activities of the Company. Notwithstanding anything contained in this Agreement, the Employee acknowledges that the aforesaid condition has been a key factor for onboarding the Employee and any breach of this clause shall cause great loss and irreparable damage to the Company.
- 8.4 The Parties acknowledge and agree that the above restrictions are considered reasonable for the legitimate protection of the Business and goodwill of the Company and legitimate consideration for investment into the Company. Notwithstanding the limitation of this provision by Applicable Laws for the time being in force, the Parties undertake to at all times observe and be bound by the spirit of **Clauses 8.1 to 8.3**. If the restrictions under **Clauses 8.1 to 8.3** are found by any court of competent jurisdiction, or an arbitrator, to be unenforceable for any reason, then it will be interpreted to the maximum extent as permissible under Applicable Laws.

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

- 8.5 The Employee undertakes to ensure that all business opportunities known to him/her or made known to him/her at any time, with respect to and/or connected with the Business are referred to the Company. The Employee shall make full and true disclosure in writing to the Company of any direct or indirect interest or benefit that he/she is likely to derive through or in connection with any contractual arrangements, dealings, transactions, or affairs of the Company.

9. REPRESENTATION AND WARRANTIES

- 9.1 The Employee represents and warrants to the Employer that:
- (a) the Employee is free to enter into employment with the Employer without violation of any third party rights and that the employment with the Employer shall not result in violation of any agreement or restrictive condition that the Employee may have with any third party including former employers;
 - (b) the Employee has reviewed the Agreement, he/she understands the terms, purposes and effects of this Agreement and he/she has signed the Agreement only after having had the opportunity to seek clarifications;
 - (c) the Employee is not a party to any arrangement or agreement which shall compromise the ability to carry out the duties for the Employer;
 - (d) the Employee shall strictly use the email and internet services provided to him/her by the Employer only for business purposes;
 - (e) the Employee shall use the assets and infrastructure provided by the Employer for business purposes only in accordance with the policies of the Employer in effect from time to time and in a responsible, legal, and ethical manner and shall not modify the hardware or software configuration of the system provided to him/her by the Employer;
 - (f) the Employee shall not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Employer is now involved or becomes involved during the term of employment, nor shall the Employee engage in any other activity that conflicts with his/her obligations to the Employer;
 - (g) the Employee shall comply with all the applicable laws to the Employer including without limitation laws relating to banking, anti-money laundering, anti-bribery and anti-corruption;
 - (h) there is no private and governmental action, suit, proceeding, claim, arbitration, or investigation pending before any governmental authority, which is ongoing, or in relation to which a notice has been received by him/her, that may restrain, prevent or make illegal the performance of this Agreement by the Employee;
 - (i) the Employee is not currently and has not ever been subject to expulsion, bar, suspended or other disciplinary proceeding or action from or by any statutory or regulatory authority; and
 - (j) the Employee is not currently and has not ever been held guilty of criminal activities and/or offenses involving moral turpitude.

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

10. COOPERATION FOLLOWING TERMINATION

- 10.1 The Employee agrees that, following notice of termination or resignation from the Company, or when required by the Company, 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.
- 10.2 The Employee further agrees that during and following the termination of his/her employment he/she shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he/she has any knowledge or 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.

11. DATA PROTECTION

- 11.1 The Employee hereby confirms that the Employee consents to the Employee's personal data being collected, used, processed, and held by the Company in its relevant manual and automated filing systems. The Employee also consents to the processing and disclosure of such data internally, and, so far as is reasonably necessary, externally in pursuance of the performance of his/her employment, for the purpose of enabling decisions to be made regarding his/her employment, or for the purpose of any potential sale or transfer of any Securities or business of the Company including in the event of a proposed sale or transfer disclosure of such data to any proposed purchaser or its advisers in confidence.
- 11.2 The Employee also consents to the Company: (a) processing and disclosing sensitive personal data internally and externally to professional advisers in confidence or to medical practitioners, including medical information for the purpose of assessing the Employee's ability to perform and continue in employment and data regarding sex, marital status, race, ethnic origin or disability for the purpose of equal opportunities monitoring within the Company; and (b) for administration of the Employee's employment, or transferring personal data outside of India (including countries which do not maintain data protection standards).
- 11.3 The Employee agrees that the Employee will comply with the Company's data protection policies and procedures from time to time in force at all times when handling personal data, or information security activity undertaken by the Company and the Employee agrees not to do anything or permit anything to be done which might jeopardize or contravene the Company's liability under the applicable data protection regulations when processing personal data in the course of employment including personal data relating to any applicants, contract workers, customers, clients, candidates, invitees, suppliers, agents, distributors, shareholders, advisers, officers, consultants or employees or other business contacts of the Company or any of its affiliates, and the Employee acknowledges that any failure on the Employee's part to adhere to the provisions of this Clause can lead to formal disciplinary action.

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

12. ASSIGNMENT

- 12.1 The Parties acknowledge and confirm that the obligations of the Employee hereunder are personal and shall not be assigned by him/her to any other person without the approval of the Company. Provided, however, that the Company may assign, delegate, or subcontract this Agreement in whole or in part to a present or future Affiliate without obtaining the Employee's express written consent.

13. ENTIRE AGREEMENT

- 13.1 Except to the extent stated in **Clause 13.2** below, this Agreement contains the entire understanding of the Employee and the Company with respect to the employment of the Employee by the Company and supersedes any and all prior understandings, written or oral, between the Employee and the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect.
- 13.2 The Company may formulate rules and policies from time to time, in connection with any issues the Company may, in its sole discretion, deem fit, including without limitation, its business, services, employees, customers, vendors, privacy, or security. The Employee shall be bound by all such applicable rules and policies, in addition to the terms of this Agreement, and no consent will be required from the Employee, provided that no such rights and benefits as provided to the Employee under this Agreement are interfered with, to give effect to any implementation of a new policy or change in an existing policy, unless specifically contemplated under applicable law.

14. SEVERABILITY

- 14.1 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. 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.

15. INDEMNIFICATION

- 15.1 **General Indemnification.** The Employee shall defend, indemnify and hold harmless the Company and its Affiliates, and each of their respective officers, directors, employees, agents, successors and assigns (each, hereinafter referred to as the "**Indemnified**") from and against all any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers that are incurred by the Company (hereinafter referred to as "**Losses**") arising out of or resulting from any Third-Party claim, demand, suit, action or proceeding, whether civil, criminal, administrative or

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

investigatory in nature (each, hereinafter referred to as an “**Action**”) that arises out of or results from: (i) the Employee’s breach of any representation, warranty, covenant or obligation of the Advisor as under this Agreement; or (ii) any action or failure on part of the Employee to take a required action or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or activity required by or conducted in connection with this Agreement by the Employee in connection with the performance and execution of services under this Agreement.

16. GOVERNING LAW, DISPUTE RESOLUTION

16.1 This Agreement shall be governed by and construed in accordance with the Laws of India without reference to its conflict of laws principles. Subject to **Clause 16.2** (Dispute Resolution) below, the courts in Bengaluru, India, shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

16.2 **Dispute Resolution.** All disputes shall be resolved by binding arbitration, by a sole arbitrator, in accordance with the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by the disputing parties within a period of 30 (Thirty) days from the date notice is provided by one Party thereof to the other Party in writing to invoke arbitration as per **Clause 16.2(a)** above. The seat of arbitration shall be India, venue for arbitration shall be Bengaluru, India and the language of the arbitration shall be English. Deposits to cover the costs of arbitration shall be shared equally by the Parties thereto. The award rendered by the arbitrator shall, in addition to dealing with the merits of the case, fix the costs of the arbitration. The award rendered by the arbitrator shall be final, conclusive, and binding on all Parties to this Agreement, whether or not such Parties have taken part in the arbitration. Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement.

Enforcement. Judgement upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

Co-operation. Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

Continuing Obligation. Subject to the award of the arbitrator, neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. Subject to any award of the arbitrator, the pendency of a dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.

17. MISCELLANEOUS

17.1 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, mailed if by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service. Notices shall be properly addressed to the Parties at their respective addresses specified in this

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

- Agreement or to such other address as either Party may later specify by notice to the other.
- 17.2 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.
- 17.3 Subject to **Clause 13**, this Agreement may be modified or amended only by an instrument in writing executed by the Parties and approved in writing by a duly authorized officer of the Company, subject to prior approval of the Company as required. The Parties agree that in no event shall an oral modification of this Agreement be enforceable or valid.
- 17.4 The captions of the Clauses of this Agreement are for convenience of reference only and in no way define, limit, or affect the scope or substance of any clause of this Agreement.
- 17.5 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 policies of the Company for the time being in force, and that he/she voluntarily and knowingly enters into this Agreement. The Employee acknowledges that he/she has been provided with an opportunity to consult with his/her own counsel with respect to this Agreement.
- 17.6 The requirements and covenants of **Clauses 5, 6, 7, 8, 10, 11, 13, 14, 15 and 16** and such other Clauses which by their nature survive termination, shall survive, and continue in full force and effect after the termination of this Agreement and the termination of the Employee's employment with the Company.
- 17.7 This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile or electronic mail, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one document. The Parties acknowledge and agree that this Agreement may be executed and delivered by electronic signature, which shall be considered as an original signature for all purposes and shall have the same legal validity and enforceability as a manually executed signature, and the Parties hereby waive any objection to the contrary.

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

(Intentionally left blank)

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

WITNESS WHEREOF the Parties have signed this Agreement on the date and year first above written.

For and on behalf of **AISENSY COMMUNICATIONS PRIVATE LIMITED**

Name: Mr. Mohit Dua

Designation: Co-Founder and Chief Business Officer

For and on behalf of **EMPLOYEE**

Name: Yash Shukla

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>

SCHEDULE 'A' – COMPENSATION

Components	Yearly CTC	Monthly CTC
CTC	600,000	50,000.00
Basic	300,000	25,000
HRA	150,000	12,500
LTA	20,004	1,667
Medical Reimbursement	18,000	1,500
Travel Reimbursement	24,000	2,000
Other Allowance	87,996	7,333
Total	600,000	50,000
Income Tax	-	-
Employee PF Deduction	21,600	1,800
Take Home Salary	578,400	48,200

(Note: Apart from Gross Salary you will receive a 0.5 Lacs as a retention bonus which will be disbursed in after completion of 01 year (Employee must have to complete 01 year tenure in the organisation or else retention will not be applicable). Please make a note that TDS will be deducted from the annual Bonus as per the applicable law.)

TDS Will be applicable as per new Tax rule applicable from 2025-2026

AiSensy Communications Private Limited

Registered Office : 3rd Floor, Building No. 22, Maison D' Auraine, Electronic City,
Phase IV, Udyog Vihar, Sector 18, Gurugram, Haryana 122016

Email: info@aisensy.com | Phone: +91-9149327854 | Website: <https://aisensy.com>