



Apex Fund Services LLP,

7th Floor, Tower A, Panchshil Business Park,
Survey No. 206/2, Village Lohegaon,
Viman Nagar, Pune-411014, Maharashtra
LLPIN: AAL-4130
Email Id: apex@apexfunds.in
Phone No.: +91 (0) 20 6740 0202

20/03/2025

Dinesh Krishnamurthy
Villa 59, Adarsh Palm Acres, Vidhya Nagar Cross

Bangalore562157

Subject : Contract of Employment

Dear Dinesh Krishnamurthy ,

Re: Associate 2

We are pleased to offer you the role of Associate 2 for Apex Fund Services LLP ("the Organization"), and therefore consider this letter as the official document outlining the terms and conditions of your employment.

The position of Associate 2 is being offered on full time permanent basis with effect from 07/04/2025 (Commencement Date). The employment offer is subject to a probationary period of six (6) months from the commencement date. The probationary period may be extended at the discretion of the management. You will be informed in writing of any such extension, completion or termination upon the end of the Probationary Period.

Upon successful completion of the Probationary Period, the provisions in Clause 8 will apply in respect of termination of employment.

Being employed in the position of Associate 2. You will be reporting into Ajeesh T Kamalamma, or any such other person as required by the Organization from time to time

Your annual cost to the Organization shall be of INR ₹11,00,000.00 payable proportionately on a monthly basis, paid directly into your bank account on 27th of every month, or any other day as may be determined by the Organization. All payments by the Organization shall be subject to statutory deductions, tax and contributions. Please refer to **Annexure 1** for the breakdown of your salary. Annual increments may be awarded at the Organization's sole discretion, subject to affordability

The terms and conditions of your employment with the Organization are set out within the **Annexure 2** to this letter.

Please note that this offer for employment is contingent upon your full and complete disclosure to the Organization of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Organization in this offer for employment.

The Organization reserves the right to withdraw this offer or terminate your employment without any obligation whatsoever in the event that it determines or believes that any contractual or other obligation may limit your ability to engage in business activities for the Organization.

Further note that this offer for employment is subject to successful background verification including producing all the original documents including but not limited to your education and work-experience credentials at the time of joining. Should you fail to provide original documents or there is negative report in your background verification, Apex reserves the right to terminate this employment contract and would not be liable for any payment or notice in lieu thereof.



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Further you consent to the background verification conducted by Apex by itself or through third parties, including sharing of documents including but not limited to your education, previous experience, address, KYC documents etc. with the third party for background verification.

If you wish to accept our offer, terms and conditions, please sign and return a copy of this letter (along with the annexures) by Saturday, 22 March 2025, to the undersigned.

Please treat this letter and its contents as strictly confidential and do not disclose the same to any person or entity without the Organization's prior written consent. Your salary and benefits are confidential, and you should refrain from discussing it with other employees of the Organization.

Yours sincerely

Prabhu Sundaresan
Regional Head of HR India
Apex Fund Services LLP, India.



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Confirmation of Acceptance*

I hereby accept the terms and conditions of this offer for employment with the Organization and agree to join Apex Fund Services LLP on 07/04/2025 or such later date as may be communicated to me by the Organization. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Signature: *Dinesh Kirishanthy* _ Full Name: _ Date:

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Annexure 1

Particulars	Amount (in INR)
Basic + D.A.	₹4,17,566.00
House Rent Allowance	₹208,783.00
Discretionary Allowance	₹4,17,566.00
Gross Salary	₹10,43,915.00
PF contribution of employer	₹21,600.00
Gratuity	₹20,085.00
Sodexo	₹14,400.00
Cost to Company	₹11,00,000.00

Deductions:

- Employee contribution in to Provident Fund i.e. 1800 to be. deducted from the gross salary.
- All the taxes applicable as per Indian laws are applicable on total income will deduct on the monthly basis.

Details of Discretionary Allowance:

You can have the option to choose from the following components of Discretionary Allowance as reimbursement:

- Children Education and Hostel Allowance: You can avail tax exemption of INR 1,200 per child per annum on school tuition fees and INR 3,600 per child per annum up to maximum 2 children.
- Leave Travel Assistance: You can avail of Leave Travel Assistance up to maximum of INR 86,992.92 per journey. Only two journeys can be claimed for tax exemption in the block of four calendar years as per Income Tax rules.
- Car Expenses Reimbursement: You can avail tax exemptions of INR 21,600 or INR 28,800 annually depend upon the car model as per Income Tax Rules.
- Telephone Reimbursement: You can claim telephone reimbursement maximum up to INR 15,000 per annum with subject to submission of periodical invoice of one connection in the name of employee.
- Balance amount will be considered as discretionary allowance.

Please note that for all the above components, a concrete evidence or proof required for avail the tax exemptions.

Retiral Benefits:

- Employer's Contribution in to Provident Fund: The organization will contribute in to Provident Fund as per Provident Fund Act.
- Gratuity: As per the Payment of Gratuity Act.

Other Benefits:

- Meal coupon of INR 1,200 per month will be paid to you as included in the CTC above.
- Group Medical Insurance will be provided to as per our organization norms.



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3. * Internet Allowance will be provided to an employee up to INR 500 on monthly basis as per the applicable policy. Further note that this allowance is only applicable when an employee is working from home.

Annexure 2

Terms and Conditions of Employment

1. INTRODUCTION

Our offer of employment is based on the particulars, information and declarations provided by you. If at any time it is observed that the information provided by you is false or misleading or there is any concealment of facts by you, the Organization reserves the right to immediately terminate your employment. Also, the Organization reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

2. DUTIES AND RESPONSIBILITIES, TRANSFER, ETC

- 2.1 You will be required to perform such duties and responsibilities as may be indicated by the Organization from time to time. You shall not refuse to perform such duties and undertake responsibilities as and when called upon by your reporting manager, if any.
- 2.2 Depending on business needs, the Organization may, at its sole discretion, change your designation or transfer you to any other team, department or offices of the Organization or of its affiliates.
- 2.3 The Organization has a right to assign, second or depute you to any affiliates, departments, subsidiaries or associate companies of the Organization or to any group companies in which the Organization may be having interest whether existing or which may be set up or established or acquired in future in any other location in India or to any third parties. The Organization does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer you will be governed by the relocation policies and policies of the Organization existing at that time.
- 2.4 You shall devote all of your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and you shall perform your duties with diligence and devotion. Since this is a full-time employment with the Organization, while in the employment of the Organization, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority or be occupied in your own business, without the prior written consent of the Organization. You will comply with all directions given to you by the Organization and faithfully observe all the rules, regulations, and arrangements applicable to you.
- 2.5 During the course of your employment, the Organization may require you to cooperate with other consultants, advisors, employees, officers and directors of the Organization and entities with which the Organization has contracted, currently or in future.
- 2.6 You shall deliver reports, assignments to the Organization in the manner prescribed by the Organization and in accordance with the requirements of the entities with which the Organization has contracted, currently or in future.
- 2.7 During the course of your employment, in addition to your assigned tasks and work responsibilities, the Organization may require you to interact and work directly or indirectly with external entities. While dealing or working with such associates, you are expected to act as a brand ambassador of the Organization through courteous conduct, positive behavior, cooperative attitude and working skills so that the reputation and goodwill of the Organization is enhanced and not adversely



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effected. Any omission or commission on your part, brought to the notice of the Organization may result in strict disciplinary action against you, including but not limited to termination of employment.

- 2.8 Your employment will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Organization from time to time, including those as may be provided in the Organization's Employee Handbook, service rules, code of conduct, etc.
- 2.9 You shall be medically fit to perform the duties assigned to you. You may be required by the Organization to undergo a medical assessment from time to time to determine whether you are medically fit.
- 2.10 You shall not make any false, defamatory or disparaging statements about the Organization, its employees, officers or directors during the term of your employment with the Organization and at all times thereafter
- 2.11 You shall not engage in activities that could result in a conflict of interest with the Organization without prior approval from your manager. Any conflict or interest or potential conflict of interest shall be disclosed to the Organization.
- 2.12 Your employment will also be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by the Organization, including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Organization, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, Organization, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Organization's business.
- 2.13 From time to time, the Organization may require you to undergo specialized training, whether onsite or offsite, in order to enhance your skills and capabilities. Such training is also likely to enhance your career prospects. As a result and as a condition of our offer, the Organization may require you to sign a training bond and provide a commitment to work and remain in the Organization's employment for a minimum term as provided in the training bond, failing which you shall be liable to reimburse the training expenses and pay liquidated damages to the Organization.

3. REMUNERATION AND BENEFITS

- 3.1 Your total all-inclusive gross annual compensation shall be as provided in the offer letter. At the beginning of every financial year, you will be required to finalize with the Organization's accountants / payroll agents your compensation break-up. Your salary, payable on a monthly basis, shall be inclusive of the applicable statutory benefits, if any, and tax to be deducted at source by the Organization. Any contributions (including but not limited to any provident fund contributions) to be made by the Organization on your behalf shall be deducted from your salary. You shall be eligible to certain employee benefits as per the Organization Employee Handbook and policies as may be amended from time to time.
- 3.2 Upon successful completion of the Probationary Period, you will be eligible to be considered as part of the organization's Discretionary Bonus review process. For the avoidance of doubt, any bonus awarded and subsequently paid to you, will not form part of contractual remuneration, and will be at the organization's sole discretion. Moreover, you will not receive any bonus award if (for whatever reason), on the date at which any bonus award is granted and/or paid, you are not employed by the organization or if you are under notice to terminate employment (whether notice



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was given by yourself or the organization), or if your performance, conduct or behavior is deemed by the organization to be unsatisfactory.

The organization may at any time withdraw or modify the bonus plan. It is expressly agreed that the fact that the Employee may have received a bonus at any time does not give rise to any expectation or entitlement to receive a bonus award in the future.

- 3.3 You may be entitled to receiving compensation under the Employees' Compensation Act (if applicable) in case any personal injury is caused to you by way of an accident arising out of and in the course of your employment with the Organization, unless the payment obligation is covered by the insurance policies taken by the Organization on your behalf.
- 3.4 The Organization provides for maternity benefits to eligible female employees in accordance with the Maternity Benefit Act, 1961 (as applicable). Please refer to the HR policies for further information in this regard.
- 3.5 Your compensation may be amended from time to time by the Organization at its sole discretion, post due notice. You understand and acknowledge that that any future increments, promotions or any other incentives shall be based on your performance during employment and solely at the discretion of the Organization.

4. WORK LOCATION AND HOURS OF WORK

- 4.1 You shall report to the Organization's office in Bangalore - North . The Organization reserves the right to change the office location or relocate you, as may be desired by the Organization from time to time.
- 4.2 Your working hours will be in line with the organization's standard arrangements. You may be required to work additional hours as necessary to meet the demands of the Organization and to properly and effectively perform your duties and responsibilities. In line with your position and salary, you undertake to perform unpaid overtime if necessary to complete any assigned task.
- 4.3 The Organization may require you from time to time, to travel to locations in India or overseas. The Organization may also require you to engage in travel on behalf of the Organization required by the nature of the business of the Organization. You expressly agree to accept such travel and hours of work without additional compensation. Reasonable and necessary professional expenses for travel and lodging, incurred by you, in furtherance of Organization business, shall be reimbursed to you in accordance with the standard policies of the Organization, as in effect from time to time, upon presentation of documentary evidence that is acceptable to the Organization.

5. HOLIDAY AND OTHER LEAVE ENTITLEMENTS

- 5.1 You will be entitled for 24 leaves annually (on a prorata basis – from your date of joining till 31st December of the calendar year). In addition to the recognized public holidays in India.
- 5.2 Leave Requests must be approved in advance by the direct Line Manager.
- 5.3 Accrued but unutilized paid leaves may be carried forward from one holiday year to another as per the organizations' policy.
- 5.4 Furthermore, upon termination of employment, there shall be no entitlement to payment in lieu of accrued but unutilized holiday during Probation period. However, post probationary period/ notice of termination of employment from either side, if you have holiday entitlement still owing, Apex, may at its sole discretion require you to take accrued holiday entitlement during the notice period or pay you a sum of accrued holiday on a pro-rated basis during the full and final settlement.
- 5.5 You may also be entitled to avail sick leave and causal leave as per the Organization's policies, as amended from time to time.



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5.6 The organization's sick leave entitlement is conditional upon full compliance with the organization's Sickness Absence Policy/ Process.

6. EXCLUSIVE NATURE OF POST

Under the terms of your employment with the organization, you may not engage in or be connected with any outside employment, appointments, or activities unless authorized in writing to do so by the organization. It is your ongoing responsibility to inform the organization of any such activities.

7. GROUP CONFIDENTIALITY AND CONDUCT CONVENANTS

You shall not (except in the proper course of your duties), either during employment or at any time after its termination (however arising), use or disclose to any person, organization or other organization whatsoever (and shall use your best endeavors to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- (i) any use or disclosure authorized by the board of the organization, as required or permitted by law, or as required by any relevant Regulatory body;
- (ii) any information which is already in, or comes into, the public domain other than through your unauthorized disclosure; or
- (iii) The definition of "Confidential Information" extends to all knowledge and information relating to the trade, business activities, operations, organization, finances, products, processes, dealings, specifications, methods, designs, drawings, data, know-how, source code, object code, documentation, formulae and technology of and concerning the organization, its affiliates, and any clients of the organization (and/or its affiliates) ("Confidential Information").

By accepting this offer, you agree and confirm that you shall, at all times while in the service or employment of Organization or while in a secondment with any subsidiary, affiliate or branch of Organization and any clients of the Organization (and/or its affiliates) and after you shall have left such service or employment or secondment, OBSERVE THE STRICTEST SECRECY respecting all matters which shall come to your knowledge in the course or by virtue of such service or employment or secondment either in regard to the private or financial affairs, transactions or accounts of the respective customers or clients of Organization or in regard to the confidential business, finances and transactions of Organization, or correspondents of Organization. Further, you shall not divulge or communicate, either directly or indirectly to any person, body or corporation unless directed to do so by a statutory/regulatory authority or by the Organization, any information which may come into your possession or procurement by virtue of your said position or employment or secondment.

The Organization reserves the right to terminate your employment in case of any breach or non-compliance on your part of the terms of above covenants.

8. TERMINATION OF EMPLOYMENT AND GARDEN LEAVE

During the Probationary Period, the notice of termination required by you to the Organization is 30 days and 15 days' notice will be given to you if the notice of termination is initiated by the Organization. Upon successful completion of the Probationary Period, either party to this Employment Contract can terminate employment by giving no less than 90 days written notice to the other. Furthermore, please note:



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- (i) The organization reserves the right to terminate your employment without notice and also the right to pay or recover in lieu of notice.
 - (ii) The organization shall be entitled to dismiss you at any time without notice (or payment in lieu of notice) if you commit gross misconduct and/or a serious breach of your obligations as an employee.
 - (iii) (On termination of your employment (however arising) you shall:
 - a immediately deliver to the organization all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the organization or any Group organization or its business contacts, any keys, credit card and any other property of the organization or any Group organization including any car provided to you, which is in your possession or under your control; and
 - b Irretrievably delete any information relating to the business of the organization or any Group organization stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the organization's premises.

Garden Leave

Following service of notice to terminate the contract by either party, the Organization may place you on garden leave for the whole or part of the remainder of the notice period. During such time:

- (i) The Organization shall be under no obligation to provide any work to you and may revoke any powers you hold on behalf of the Organization or any Group entity;
- (ii) The Organization may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as they may decide;
- (iii) You shall continue to receive your salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- (iv) You shall remain an employee of the Organization and be bound by the terms of this agreement (including any implied duties of good faith and fidelity);
- (v) You may be excluded from any premises of the Organization, Group entity or any client;
- (vi) The Organization may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Organization or any Group entity;
- (vii) You must remain available for work and/or be contactable by the Organization during normal business hours; and Unless specifically authorized by the Organization in writing, you must not undertake alternative employment during the garden leave period.

9. RESTRICTIVE COVENANTS

For the protection of the Organization and its affiliates of its and their business divisions and, its and their confidential information, customer and client connections and the maintenance of a stable workforce, the Employee during employment, and upon termination of employment:



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- (i) For a period of twelve months thereafter, shall not, on his own account or in conjunction with or on behalf of any other person, either directly or indirectly:
- (a) seek, canvas, solicit or accept from any person who was a Restricted Client any Restricted Business;
 - (b) seek to persuade any Restricted Client not to conduct or renew any Restricted Business with the Organization or any of its affiliate, or to terminate any Restricted Business;
 - (c) seek to employ, solicit or entice away from the Organization or any of its affiliates, any employee or worker who is engaged by the Organization or any of its affiliates in any capacity;
- (ii) For a period of six months thereafter, shall not, on his/her own account or in conjunction with or on behalf of any other person, either directly or indirectly:
- (a) deal or be involved with any person who was a Restricted Client in respect of any Restricted Business, in any manner which is likely to directly or indirectly compete with the Restricted Business;
 - (b) be employed or engaged by or engage in business with or act as a consultant to or an agent for, or participate in the ownership (subject to a maximum threshold of [2%] ownership), management, operation, control of, and be connected in any materially commercial manner with, any business (whether in corporate, proprietorship or partnership form) in a capacity that competes with the Restricted Business as conducted on the Termination Date, including any proposed business activities in the planning stage on the Termination Date;

Each of the obligations above is an entire, separate and independent restriction on the Employee, despite the fact that they may be contained in the same phrase and if any part is found to be invalid or unenforceable the Employee agrees that the remainder will remain valid and enforceable. Whilst the parties agree the restrictions above are considered to be fair and reasonable in the circumstances in order to protect the legitimate business interests of the Organization and its affiliates, the Employee further agrees that if any of them should be judged to be void or ineffective for any reason, but would be treated as valid and effective if part of the wording was deleted, they shall apply with such modifications as necessary to make them valid and effective.

For the purposes of the above:

“Restricted Business” means the activities of the operating division of the Organization or an affiliate of the Organization to which the Employee is assigned and to whom they provide their services on the date of termination of the Employee’s employment or at any time during the twelve month period immediately prior to the date of such termination and with which they were materially involved during the twelve month period immediately prior to the date of such termination.

“Restricted Client” means any person or Organization who or which on the date of termination of the Employee’s employment or at any time during the twelve-month period immediately prior to the date of such termination was a client or customer of the Organization or an affiliate of the Organization in respect of the Restricted Business and with whom or with which during that period the Employee shall have had business dealings.

For the purposes of this section, the Organization is entering into these restrictions with the Employee on its own behalf and as agent for and/or as trustee of the business of the relevant division of the Organization or affiliate to which the Employee is assigned and to whom he provides his services.

Where these obligations apply during employment of the Employee, failure to comply with such obligations may result in disciplinary action, up to and including termination of employment.



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The Employee agrees to disclose the provision of this clause 9 to any subsequent employer within the applicable periods of the Non-Competition and Non-Solicitation restrictions.

10. DATA PROTECTION

We will collect and process information relating to you in accordance with the privacy notice which is available via our HR Information System (HRIS). You are required to sign and date the privacy notice via the HRIS.

You shall comply with the Organizations Data Protection Policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Organization.

Failure to comply with the Organizations Data Protection Policy may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

11. AUTHORITY TO BIND THE ORGANIZATION

- 11.1 Unless authorized by the Organization in writing you shall not sign any contract or agreement that binds the Organization or creates any obligation (financial or otherwise) upon the Organization.
- 11.2 You shall also not enter into any commitments or dealings on behalf of the Organization for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Organization or exceed the authority or discretion vested in you without the previous sanction of the Organization.

12. SENSITIVE AND PERSONAL DATA OR INFORMATION

The Organization may, in connection with your employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By accepting our offer, you expressly consent to the following:

- (i) the collection, use, processing and storage of your SPDI;
- (ii) the transfer worldwide of your SPDI held by the Organization to other employees and offices of the Organization's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law;
- (iii) that you shall have read and understood the Organization's Privacy Policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof;
- (iv) use of your personal images and voices in marketing material, videos, etc.; and
- (v) Treating any personal data to which you have access in the course of your employment strictly in accordance with Organization policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

13. RESPONSIBILITY FOR LOSS OR DAMAGE CAUSED DUE TO NEGLIGENCE, MISCONDUCT ETC.



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13.1 You shall be responsible for any of your act or conduct during the course of your employment with the Organization. If any loss or damage is caused to the Organization, its consultants, advisors, employees, officers, directors or entities with which the Organization has contracted, on account of the negligence, misbehavior or misconduct on your part, the Organization shall be entitled to seek compensation for such damage or loss from you.

13.2 In case you fail to compensate the Organization within ten (10) days of the demand so made by the Organization, the Organization shall be entitled to make deductions of the said amount as permissible under the applicable law from the remuneration payable to you by the Organization and/or the Organization reserves the right to subject you to strict disciplinary action including but not limited to termination of employment with the Organization.

14. THIRD PARTY RIGHTS

No one other than you and the Organization shall have any right to enforce any terms of this agreement.

15. INDEMNITY

You shall indemnify and hold the Organization harmless from and against any and all damages, loss, injury or liability for a claim of damage, loss or injury to person or property caused by or resulting from any of your act or omission to the Organization, agents, principals or its employees or representatives which constitutes a breach of the term of your employment or negligent performance of your duties as expected from you while in employment of the Organization.

16. NON-DISPARAGEMENT

During the term of your employment with the Organization and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Organization, or the employees, officers or directors of the Organization that are reasonably likely to cause damage to any such entity or person.

17. ORGANIZATION'S POLICIES

You shall comply with the Organization's policies, rules and procedures as may be drafted, enforced, amended and/or altered from time to time during the course of your employment.

18. RETURN OF DOCUMENTS AND ORGANIZATION PROPERTY

18.1 On termination of your employment you shall return to the Organization all the assets and property documents, files, books, papers, information, memos, compact disks, data files or other computer programs, confidential information of the Organization or any other property and equipment belonging to the Organization in your possession or under your control (this includes all IP and any leased properties), You will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to you by the Organization in case you fail to return the same in good condition. The Organization may also require you to sign a Separation and Release Agreement without any additional compensation.

18.2 You shall also return to the Organization any Letter of Authority or Power of Attorney on demand or on termination of your employment.

19. NOTICES

19.1 All notices, consents or other communications made either by you or the Organization will be in writing and personally delivered or transmitted by registered post acknowledgment due or courier or by facsimile or by email.



Apex Fund Services LLP,

7th Floor, Tower A, Panchshil Business Park,
Survey No. 206/2, Village Lohegaon,
Viman Nagar, Pune-411014, Maharashtra
LLPIN: AAL-4130
Email Id: apex@apexfunds.in
Phone No.: +91 (0) 20 6740 0202

19.2 You shall keep the Organization informed about your latest postal address at all times and intimate in writing in case of a change in address. Any communication sent to you by the Organization on your last known address (as intimated by you) shall be deemed to have been duly served upon you. In addition, you shall inform the Organization, in writing, about any change in your name/surname with supportive documents facilitating updating of the Organization's record and for taking up such administrative actions which may be necessary as a consequence of change in name/surname etc.

20. GOVERNING LAW AND DISPUTE RESOLUTION

Your employment with the Organization shall be governed and construed in accordance with the laws of India. Any dispute that may arise with respect to your employment or its terms shall be submitted for resolution by a sole arbitrator appointed jointly by the parties within 30 days from the date of dispute, failing which the arbitrator shall be appointed as per the terms of the Indian Arbitration & Conciliation Act, 1996 ("**Arbitration Act**"). Such arbitration shall be governed by the Arbitration Act. The award made by the sole arbitrator shall be binding on both parties. The language of the arbitration shall be English. The seat of the arbitration shall be Pune. You agree to sign such further documents as required by the Organization for the purposes of resolving any dispute by way of arbitration.

21. REPRESENTATIONS AND WARRANTIES

You hereby represent to the Organization that:

- (a) you are legally permitted to reside and be employed in India;
- (b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same;
- (c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications;
- (d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you;
- (e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Organization or any of its representatives, agents or employees;
- (f) these terms and conditions are in all respects reasonable and necessary to protect the legitimate business interests of the Organization;
- (g) you have all requisite power and authority, and do not require the consent of any third party to accept our offer; and
- (h) You are not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other person, organization or body corporate.