

APPOINTMENT LETTER

Date: 04/12/24

To

Miss. Riya Lakhmani

D/o . Mr. Dinesh Lakhmani

Aadhar no. 282200092068

Address: M-2/193, Sec-H, LDA Colony, Lucknow

Dear Riya,

Congratulations and welcome aboard Travel Input Consultants Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 5th Floor, 503, Kasturi Tower, Opp Red Cross Society LBS Marg, Thane West, Thane, Mumbai Maharashtra, 400602, India and corporate office at Crystal Auric 4th Floor on site no. 494/B 17th cross 2th main road sector 2 HSR layout Bangalore (hereinafter referred to as “FinKraft” or “Company” which term shall mean and include its directors, officers and authorized representatives).

As on the date of this Appointment letter your designation is **Strategic Communications and Innovation**. Your **appointment is effective from 04nd Dec 2024. (also referred to as date of joining)**. This Appointment Letter and your employment shall be valid until the termination of this Appointment Letter/employment in accordance with the terms contained herein.

You will be based in our Bangalore Office, the details and the scope of your role shall be as communicated by the Company and in connection with your role.

Your annual compensation as on the date of this appointment will be INR 11,76,000 per annum. The detailed breakdown of your annual compensation is more fully described in Annexure 1. In case of any revision in the salary in the future the same shall be communicated to you in writing and it shall become a part of and governed by this Appointment Letter, unless otherwise communicated by the Company.

Our office timing is Monday to Saturday commence from 09.30 AM to 6.30 PM. You are required to mark daily attendance on Zoho people or such other attendance tool as maybe communicated by the Company from time to time.

Your roles and responsibilities shall be as communicated by the Company.

You are required to submit the following documents at the time of joining to the HR department. You may carry the original certificates for verification by our HR representative

Attested copies of

1. Education documents (SSC, HSC Mark sheet, Graduation certificates / any other certifications)
2. Proof of Date of Birth (birth certificate / school leaving certificate/ domicile certificate)
3. Address proof (Passport copy / Ration Card copy / Driving License)
4. Previous Work Experience letters (experience letters / service certificates of previous employers)
5. Proof of Earlier Salary Payment (Form16, Bank Statement, Salary Slip)
6. Relieving letter / Acceptance of Resignation letter (from last employer)
7. PAN Card and 2 photographs.

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Your employment with the Company will be governed by the terms and conditions detailed in this Appointment Letter and annexure hereto.

TERMS & CONDITIONS OF EMPLOYMENT

1. Probation:

Your appointment will be on probationary basis until such time as your services are confirmed by a letter of confirmation, subject to your satisfactory performance during the probationary period. The probation period shall be for **3 months** from the date of joining the Company's service ("Probation Period").

It is explicitly clarified that during Probation Period, the Company shall be entitled to forthwith terminate your employment for reasons including but not limited to gross misconduct, unauthorized absence, under-performance, or unsatisfactory performance. In such an event, the Company shall not be required to provide prior written notice or salary in lieu thereof.

2. Duties and Responsibilities

- a) The Company expects you to work with a high standard of initiative, efficiency and encourage and motivate people working with you to achieve optimum output. You will perform, observe and confirm to such duties, directions and instructions assigned or communicated to you by the Company and those in authority over you.
- b) You are required to work as per the working hours defined in the Company policy. You agree and acknowledge that occasionally there may be times when you will be expected to work extra hours to execute your duties under this Appointment Letter when the job so requires. You agree to work accordingly to complete your duties and your responsibilities seamlessly. You shall be responsible to fill in the Time sheet on daily basis and meet your KPI & KRA discussed and agreed with you.
- c) You shall not divulge, to any unauthorized person during the period of your service and afterward by word of mouth or otherwise, any confidential information of the Company or its clients or affiliates etc. including the details of Company processes, technical know-how, security arrangements, financial data or information, administrative or organizational matters, which may be your privilege to know by virtue of you being our employee. Your obligation to keep such information confidential shall remain even on termination or cancellation of this employment.
- d) During and after the term of your employment, You are required not to engage in activities that harm/hurt the reputation/image and business of FinKraft, whether directly or indirectly.
- e) You will disclose to us forthwith any discovery, invention, process or improvement or any work (in which intellectual property rights of whatever nature subsist) made or discovered by you while in our service, and all such discovery, invention, process or improvement or work (whether disclosed by you or not) shall belong absolutely to and be the sole and absolute property of the Company and shall be considered as work made for hire. For the consideration received hereunder, you hereby specifically assign to us or such other person or persons, firms or companies, as we may direct, the entirety of any right that may accrue to you in respect of any such discovery, invention, process or improvement or work under the provisions of any applicable law which requires you to assign such intellectual property rights and shall do all things that may be necessary and appropriate to assign such right in our favour including, but not limited to, the execution of the appropriate applications or assignments, production of documents and evidence to the appropriate authorities etc. You waive all legal, moral or other rights to which you may be entitled under any legislation

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now existing or in the future enacted in respect of any such discovery, invention, process or improvement or work.

- f) You will not enter into any commitments or dealings on behalf of the Company for which you have no clear authority or exceed the authority or discretion vested in you without the prior written sanction of the Company.
- g) During your employment with the Company, you will dedicate your complete working time exclusively to the Company, and under no circumstances work for any other firm or person, directly or indirectly, in any capacity whether as an employee, consultant, partner, director, advisor, for full-time/part-time, in a paid or honorary position, without obtaining the explicit prior written permission from the Company.
- h) You will be responsible for the safe keeping and return at the time of cessation of your employment or as required by the Company, in good condition all the properties or material of the Company, which may be in your use, custody, care or charge. For the loss or damage of any property or material of the Company in your possession, the Company will have a right to assess and recover damages of all such property or materials from you and to take such other action as it deems proper in the event of your failure to account for such material or property to its satisfaction. Upon the cessation of your employment, the Company reserves the right to revoke any powers of attorney or other authorities conferred on you shall automatically stand revoked on the termination or cessation date unless revoked earlier by the Company and you will consequently be obliged to hand over all copies of any letters of authority or powers of attorney issued to you. Your use of company assets shall be in accordance with company policy and instructions from management. Upon termination of your employment your full and final settlement shall be processed only upon handover of the company assets, property or material in the same condition as it was handed-over to you.
- i) In the event, you are aware of any matter or situation or incident that has arisen or may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, you shall immediately bring the same to the notice of the management and send an email to Taruna@kgrp.in or such other email address as communicated by the company from time to time.
- j) You are required to inform the Company in writing if there are any agreements, oral or written, which you have entered into and which relate to or affect your commitments under this Appointment Letter and send an email to Taruna@kgrp.in or such other email address as communicated by the management from time to time. You hereby represent that you have not been convicted for any criminal offence and there are no criminal proceedings or cases that You have been/are a party to prior to joining the Company. You are required to immediately inform the Company in writing if You are made a party to any criminal proceedings or if You are convicted for any criminal offence during the tenure of your employment with the Company and in such an event the Company reserves the right to forthwith terminate your employment. Furthermore any concealment of the aforesaid shall amount to gross misconduct.
- k) You will remain compliant with the law of the land and policies, procedures, declarations, service rules or other rules and regulations including conduct, discipline and administrative orders of the Company with modifications done at the sole discretion of Company while in the employment of the Company.

3) Confidentiality

As an employee of the Company, you will have access to certain confidential information of the Company, and you may, during your employment, develop certain information or inventions, which

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will be considered as work made for hire and shall be the exclusive property of the Company. You shall not disclose, divulge or communicate in any manner, any information regarding your compensation to any employee of the Company, or anyone outside the Company. You further undertake not to disclose any other employee's salary which might be known to you for fulfilling roles and responsibilities assigned to you. To protect the interests of the Company and Company's clients, you will need to sign the Company "Employee Non-Disclosure and Confidentiality Agreement" as a condition of your employment, attached herewith as Annexure 2.

4) **Non-Disclosure / Non-Compete:**

During employment the Employee shall not solicit or join any other employment directly or indirectly wholly or on part time basis or provide technical, commercial or professional advice to any business concern, individual or third party. All intellectual property created by the Employee during the employment is the property of the company. The Employee will not divulge or share any information relating to the organization to any third party unless approved in writing as part of his/her Job Description. For a period of 3 Years after expiry/resigning of this employment contract will not join or deal with any similar and/or direct business competitors, clients (for role directly or indirectly similar to your role at Finkraft) or partners of the Company without the prior written consent of the Company. You acknowledge that this is necessary restriction as violation of the same shall result in significant business loss to Finkraft.. Business competitors include any entities engaged in work which may affect the Finkraft's business in any way. In the event of breach of any of the above conditions, the Employee and his future business associates will pay a penalty of not less than 4 times the last drawn monthly salary with bonus compensation. The company will also have full right to recover over and above this penalty the amount lost or notionally lost due to breach of the said clause. The company shall have right to take all legal measures to recover the amounts and stop further losses due to the breach and make public announcements through verbal or print media against the said Employee or his associated third party in breach.

5) **Compensation Progression**

Future increase in your compensation and future prospects in the Company shall entirely depend on the evaluation of your performance by the Company taking into account your efficiency, performance standards, hard work, commitment, regularity in attendance, sincerity, good conduct, the Company's performance and such other relevant factors as the Company may consider appropriate to your designation in the Company. Such increase in no case shall be automatic or a matter of right and shall be given based on the evaluation of your performance at the sole discretion of the Company.

6) **Transfer**

You may during the course of your employment be transferred at any time to another city, state, country, unit, office, division, department, group or affiliated company either existing or to be set up, without any additional remuneration or compensation except for the prevailing relocation policy, at the sole discretion of the Company and upon mutual discussion.

7) **Medical Fitness**

Your appointment and its continuance is subject to you remaining medically fit to perform your duties at all times. Company may have you medically examined, at any time, to ensure your medical fitness.

8) Exclusive Contract

During the term of your employment, you will exclusively work with Finkraft and you shall not directly or indirectly whether for full time or part time take employment or participate in or deal with any other business, or take up consultancy or deal with or enter into any agreement or arrangement with any person or entity or seek membership of any local or public bodies either on honorary or remunerator basis except with the prior written permission of the management of the Company.

9) Termination of Permanent Service

- a) Notwithstanding anything contained to the contrary, Company may terminate your employment immediately without notice if at any time during your employment you are found guilty of (i) any act of disloyalty, commission of an act involving moral turpitude and act of indiscipline or inefficiency, or (ii) willful breach of the terms of this appointment letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules and regulations including conduct, discipline and administrative orders of the Company, or (iii) dereliction of duty, or (iv) willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or (v) conduct on or off duty, which is prejudicial to the interest, good name or reputation of the Company, or (vi) furnishing false material information or suppressing facts or declaration or (vii) gross underperformance despite warnings or (viii) or any such act or omission which in Company's discretion adversely affects the welfare of the Company or (ix) If you are arrested or convicted for any offence. Without prejudice to its rights aforesaid, in such cases the Company reserves the right to seek any other remedy or take any action available to it under applicable law. In addition, you shall be liable for all losses and damages incurred by Company. Company shall have no obligation for compensation or salary in lieu of notice period in this instance.
- b) Absence for a continuous period of three calendar days without prior approval of your reporting manager (including overstay on leave/training) would result in your losing your lien on the service and the same shall automatically come to an end. Such a case shall be treated as voluntary abandonment of service and will result in immediate termination.
- c) On Termination / Resignation you shall return all notes / memoranda and any copies of documents in your possession. You further will be required to delete all the material / emails data which was privy to you as an employee of the organization. You further undertake that any data which has been received on your personalemail / WhatsApp messages or any media will be handed over and will be deleted immediately. If any such data which is in your possession remains undeleted will not be used by you for any malafide purpose and will not be shared by you to any one in future. If any loss is incurred due to your act you will be liable to make good the loss incurred by the Company.

10) Non-Solicit

During the term of your employment with Company and for a period of three years thereafter, you shall not (either directly or indirectly through any person) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any of our employees, contractors, interns, service provider, solicit business from our clients, or aid any person to do so, or interfere with the Company's relationship with the aforesaid parties, without Company's specific prior

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written consent.

11) **Notice Period**

- a) For termination or separation except as envisaged in clause 9. During the probation, either party may terminate this Appointment Letter/employment by providing seven (7) days prior written notice to the Party. After confirmation of your services i.e. after completion of your probation period and written confirmation of employment by the Company, the employment can be terminated by either side without assigning any reason after giving Sixty Days' notice in writing or the Company may at its sole discretion permit payment/adjustment of salary in lieu of full or partial notice period. Company reserves its rights to waive any notice period required to be given by you on mutual consent and will not be liable to pay you the salary for the notice period not served, it is clarified that this is a right available to the Company at its discretion. The aforesaid notice period shall not be applicable in case of termination as per clause 9 of this Agreement.
- b) Failure to serve notice period shall result in a deduction from full and final settlement payment or if the same is not sufficient then employee shall be liable to pay the same to the Company.
- c) Upon the Company terminating your appointment, with or without notice, for any reason as given in subclauses 9(a) and 9(b), you will not be entitled to any damages or compensation or payment in lieu of notice period.
- d) Your full and final settlement shall be processed only upon your completion of notice period, return of assets (without any damage and in same condition as was handed over to you), completion of such other exit formalities as communicated by the Company and completion of in-person exit interviews ("Exit Formalities"). Payment of your full and final settlement shall be processed within 45 days from you completing the aforesaid exit formalities.

12) **Retirement**

You shall retire from the services of the Company on attaining the age of fifty-eight years. The effective date of retirement will be the last day of the month in which you attain the age of fifty-eight years.

13) **Leave Policy**

You shall be entitled to such leaves that are more fully described in the leave policy and the same shall be communicated to you by the Company.

You are not entitled to any paid leaves during the first 3 months of your Probation Period.

14) **General**

- a) You may be selected and sponsored by the Company for familiarization or training assignments with our technical collaborators or any other institutions or organizations in India and (or) abroad. You will diligently and beneficially take part in the training and such assignments. The cost of such training including the travel fare and related expenses will be borne by the Company subject to agreements to be drawn up and signed by the Company and you specifying a minimum number of years you will serve the Company after such training and providing for payment of liquidated damages by you to the Company proportionate to the years of service remaining to be rendered, in the event if you voluntarily terminate the contract of service or this appointment prior to the expiry of the agreed period of service referred to herein above.

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- b) As an Employee of the Company, you will be required to undertake research and refer to some internal and publicly available data and artifacts in the course of your duties. This, however, should not be interpreted as permission to use any existing copyright work (sourced internally or from public and protected forums) for the Company or the Company's Customers/Partners. You shall not use any third party intellectual property rights in the execution of your duties without obtaining the prior written permission of the Company.
- c) The Company reserves the right to conduct background investigations and/or reference checks on all its employees. Your appointment, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any. At its sole discretion, the Company may forthwith terminate your employment in the event of any adverse report resulting from the background investigation.
- d) Your age mentioned in the Matriculation or Higher Secondary Certificate will be deemed to be the conclusive proof of your date of birth.
- e) You will intimate in writing to the Company any change of address within a week from change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- f) You are required to obtain the necessary clearance from the relevant associate, office or department, on production of which, your dues, if any, will be settled by the Company.
- g) You warrant that you are not prevented by a contract, court or by any other administrative or judicial order from providing the services required under this Appointment Letter. If you are not a citizen of the country of posting, you should have a valid work permit to work in the posting country.
- h) The terms of this Appointment Letter and annexures hereto shall be governed by the laws of India. Any dispute or controversy arising out of or in connection with this Agreement including any question regarding its existence, validity or termination which cannot be settled amicably by and between the Parties, may be referred by the Parties to be settled by Arbitration and by Arbitration & Conciliation Act, 1996 for the time being in force which rules are deemed to be incorporated by reference to this clause. The arbitral tribunal shall consist of a sole arbitrator appointed by the Parties' mutual consent by the said rules. The Parties agree that any arbitration proceedings shall be instituted and heard at Bengaluru. The Parties agree that the decision of the arbitrator shall be final and binding. The language of the Arbitration shall be English. The cost of Arbitration shall be borne equally between the parties. Parties agree that the courts of Bengaluru shall have the exclusive jurisdiction to grant relief (including but not limited to interim relief) in connection with the arbitration proceedings. You agree that you will resolve all professional disagreements in a professional manner and in such mode and manner indicated by the Company and shall strictly adhere to the same.
- i) This Agreement shall be binding upon and inure to the benefit of the Parties and the Company's successors, affiliates, group companies and assigns.
- j) Except as provided herein, this Appointment Letter is not intended to benefit any third party. Except for the Parties to this Appointment Letter, no third party shall have any rights or remedies against the Parties, for any acts and omissions arising out of the provision of Services under this Appointment Letter. The Company shall not be answerable to any representatives of the employees and the employees shall strictly refrain from any such activities.
- k) The captions herein are included for the convenience of reference only and shall be ignored in the construction or interpretation hereof.

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- l) Forbearance or tolerance on the part of either Party of any breach of this Appointment Letter by the other Party shall NOT constitute waiver of such breach or obligations required to be performed under this Appointment Letter.
- m) Parties hereby agree that it has reviewed all the terms of the Appointment Letter and has obtained an independent opinion on the terms of the Appointment Letter and hereby understand that all the terms are reasonable and waive all rights to raise any claim any defence on the unreasonableness of any of the provisions of this Appointment Letter.
- n) This Appointment Letter may be executed in two original counterparts, both of which together shall constitute one agreement.
- o) This Appointment Letter and any amendment hereto may be signed in counterparts, each and every one of which shall be deemed an original, notwithstanding variations in format or file designation which may result from the electronic transmission, storage, and printing of copies of the Appointment Letter from separate computers or printers. By executing this Appointment Letter, the Employee ratifies that he/she has been in compliance with the terms of this Appointment Letter from the Effective date of this Appointment Letter.
- p) You should always notify your department, in writing, of any change to your name, address, marital status, next of kin, etc.
- q) During and after the term of your employment you shall not directly or indirectly verbally or in writing (in digital or non-digital platforms) disparage, defame or denigrate the company, or its directors or employees or clients or partners or products or services.
- r) During your employment you shall not engage in any activity that shall result in a conflict of interest of any nature that may directly or indirectly be presently or potentially adverse to the interest of the Company.

By signing below, you agree that you have read and understood every provision of this Appointment Letter and the annexure hereto and that, in consideration for your employment at FinKraft, you agree to be bound by all the terms, conditions, and obligations set forth above.

Please sign and return the duplicate copy of this letter as a token of your acceptance of the above offer.

We take this opportunity to welcome you Travel Input Consultant Private Limited and look forward to a mutually rewarding relationship and wish you a fruitful career with us.

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Yours sincerely,

	Employee Name	Travel Input Consultant Private Limited
Signature	<i>Riya</i>	<i>Rohit</i>
Name	Riya Lakhmani	ROHIT ANAND
		Director

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ANNEXURE - 1

SALARY STRUCTURE

FIXED COMPONENTS	Amount INR (Monthly)	Amount INR (Annual)
Basic	49,000	588,000
HRA	19,600	235,200
Conveyance	1,600	19,200
Special Allowance	25,850	310,200
PF Employer contribution (will be paid to your PF account)	1,950	23,400
Total Gross	98,000	1,176,000
DETAILS OF DEDUCTIONS FROM SALARY		
PF Employer contribution (PF, EPS, EDLI & A/c)	1,950	23,400
PF Employee contribution	1,800	21,600
PT	200	2,400
Total Deduction	3,950	47,400
Net Salary (Total Gross – Total Deduction)	94,050	1,128,600
Cost to the Company CTC	98,000	1,176,000

TDS will be deducted monthly as applicable.

ANNEXURE 2 EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Employee Non-Disclosure and Confidentiality Agreement ("**Agreement**") is executed on **04/12/24** at Bengaluru by and between **Travel Input Consultants Private Limited**, having its registered office at 5th Floor, 503, Kasturi Tower, Opp Red Cross Society LBS Marg, Thane West, Thane, Mumbai Maharashtra, 400602, India and corporate office at Crystal Auric 4th Floor on site no. 494/B 17th cross 2th main road sector 2 HSR layout Bangalore (hereinafter referred to as "**FinKraft**" or "**Company**" which term shall mean and include its directors, officers, interns, and authorized representatives)

and

Riya Lakhmani (hereinafter referred to as "the employee") which term unless contrary to the context thereof includes his representatives, heirs, executors, administrators, successors and assigns;

Company and the Employee are individually referred to as a "**Party**" and collectively as "the **Parties**."

WHEREAS:

- A. Company has offered employment to the Employee and the Employee has accepted the offer and joined an Employment with the Company with effect from 02/12/2024 ("**Effective Date**") and during the Employment, the Employee will have access to the Confidential and Proprietary Information of the Company and its customer, partners, employees, and interns. The use of the Confidential Information by the Employee shall be treated in confidence.
- B. Company confidential information, proprietary information, inventions, patents, and other intellectual property rights are essential assets of the Company.
- C. It is important for the Company to protect its intellectual property, confidential information, and proprietary information to the fullest extent, and the Employee is willing to comply with the following provisions as part of the Employee's contract of Employment with the Company.

NOW, THEREFORE, in consideration of the Employment or continued Employment of the Employee by the Company or any of its affiliates, the Company the Employee expects to receive the continued receipt and access to confidential, proprietary and trade secret information associated with the Employee's position with Company, the mutual covenants, agreements and obligations expressed herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employee and Company agree as follows:

1. PREAMBLE

The above preamble shall form an integral part of this Agreement.

2. DURATION

This Agreement shall be effective on the date of commencement of the Employee's service with the Company ("the **Employment**") and continue in force till five (5) years after the date of resignation/termination of the Employment for whatever reason.

3. DEFINITIONS

- 3.1 "**Affiliate**" means any Company, trust, partnership, or other entity which directly or indirectly controls, is controlled by or is under common control of the Company.
- 3.2 "Agreement" means this Agreement may be amended or supplemented according to the

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provisions hereof.

- 3.3 **“Confidential Information”** means all information, trade secrets or confidential or proprietary information or business strategies of Company, including without limitation confidential or proprietary information relating to: (i) products, contracts, services, processes, concepts, personnel archives, administrative documents, lists of suppliers, sales materials, all quality management methods, pricing methods, sales methods, customers’ materials or data, client information, employee information, vendor information, details of your compensation and terms of employment; any of Company assets and respective actual or contemplated business activities, the status thereof and actual or contemplated financing thereof, (ii) any sponsors of, investors in, or lenders to Company; (iii) any other contract counterparties or business relationships of Company; (iv) methods for arranging a value chain, distributing a product or distributing revenues, technical materials, development plans, development prospectuses, technical files, technical diagrams, drawings, formulas, application, designs, models and relevant technical articles, technical reports and intellectual property (whether tangible or intangible, registered, unregistered, registerable or unregistrable collectively, the **“Confidential Technical Information;”** or (v) the status, subject matter or scope of any patent applications relating to the Confidential Technical Information; (vi) any financial information relating to Company and all financial materials, including but not limited to all bank account materials, stockholders’ materials, investment background; (vii) any third party confidential information that Company has the responsibility to keep confidential pursuant to laws and agreements between Company and such third party; and any other information that Company claims as confidential. Confidential Information shall be deemed to include any verbal communication, notes, analyses, strategies, compilations, studies, interpretations, presentations, memoranda, or other documents prepared by Company that contains, reflect, or are based upon, in whole or in part, any Confidential Information furnished to Company, that are to be treated as confidential.
- 3.4 **“Control”** and its cognate variations mean the legal power to direct or cause the direction of the general management and policies of the party in question either through shareholding, representation on the board of directors or by contract.
- 3.5 **“Inventions”** means all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, techniques, and technical data (whether or not patentable, patent-eligible or registerable under patent, copyright or similar statutes and including all rights to obtain, register, perfect, and enforce those proprietary interests) that are related to or useful in the Company present or future business or result from the use of property owned, leased, or contracted for by Company. “Inventions” shall include anything that derives actual or potential economic value from not being generally known to the public or to other persons who can obtain economic value from disclosure or use.
- 3.6 **“Proprietary Information”** means information (a) that is not known by actual or potential competitors of Company or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise become known to Company or in which property rights have been assigned or otherwise conveyed to Company, (c) including target profiles, new product concepts, any data related to the research and development of past or upcoming commercial plans and strategies and (c) that has material economic value or potential material economic value to Company present or future business. “Proprietary Information” shall include any information of a confidential or proprietary nature respecting any aspect of Company business, including but not limited to trade secrets and all other discoveries, developments, designs, improvements, inventions, formulas, algorithms, software programs, processes, manufacturing techniques, know-how, negative know-how, data, research, techniques, technical data, writings and other works of authorship, illustrations, drawings, work in process, customer and supplier lists, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales or other financial or business information disclosed to Employee by Company, either directly or indirectly, in writing or orally or by drawings or observation, which has actual or potential economic value to

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Company. All Proprietary Information shall be deemed as Confidential Information.

- 3.7 **“Rights”** means all patents, trademarks, service marks, copyrights, geographical indicators, and other indicators of ownership pertaining to Confidential Information, Proprietary Information, Inventions, or any combination thereof.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Employee agrees that, either during the association with the Company or any time thereafter and without first obtaining the Company's prior written consent, Employee will not disclose, use or divulge the Confidential Information to any third party/ies. Employee agrees that the information relating to the idea, concepts, designs, artwork, project names, customer, process, business procedure, and finances, which have not been announced in Company mailings, published in magazines or newspapers, or made public in some other way, shall be considered confidential. During the course of the Employees's association or any time thereafter, the Employee will not use any third-party Intellectual Property Rights or Confidential Information. Employee agrees to take all reasonable measures and due care to protect the Confidential Information from any unauthorized use/misuse by any person not authorized by the Company to receive such Confidential Information.
- 4.2 Employee agrees that all the developments, inventions, discoveries, improvements, processes, designs, formulae or ideas that would be conceived or developed by Employee during his or her employment will constitute and be deemed as "Works Made For Hire" and inure to the benefit of the Company. The Employee states that at all times he/she has or will promptly disclose/d and made available all the information and the process of any such development to the Company and undertake to assist the Company in maintaining confidentiality and do all such acts to protect the Confidential Information, before and after the registration of such Intellectual Property Rights. The Employee will maintain and record the descriptions of all works in the manner directed by the Company. All such records, copies, or any other material, shall inure to the Company's benefit and become the exclusive property of the Company.
- 4.3 Employee hereby explicitly agree that the title, ownership rights over all Intellectual Property rights, throughout the world and in perpetuity in all the information including and without limitation and reservations to any products, colour scheme, ideas, technical know-how, artwork, trademark, design, copyrights, patents and all other Confidential Information irrespective of whether developed by Employee or with a group of persons irrespective of whether it has been registered or not, shall belong to and vest with Company. Employee hereby irrevocable ASSIGNS all the Intellectual Property Rights to the Company and Employee hereby explicitly waives all right to challenge the assignment of Intellectual Property Rights and any right to raise any suit, claim and action over the same. Employee undertakes to sign and execute all such documents to give due effect to the assignment of the rights under this Agreement to the Company or any of its nominees without a demand for any additional consideration. To the extent that the title and/or ownership rights may not be assigned in favour of the Company by law or for any other reason whatsoever as contemplated herein, Employee hereby irrevocably appoints the Company as Employee's Power of Attorney Holder to hold and retain all the rights throughout the world over the title, interest, including and without limitation Intellectual Property and ownership rights in all such information, data and developments conceived and developed by the Employee.

5. Prior Achievements

Employee warrants and represents that, to the extent that any existing intellectual property rights including but not limited to all unpatented inventions, improvements and developments which Employee has made, invented or conceived prior to Employment, to which the Employee now claims the title, right and interest and which are to be specifically excluded from this Agreement (**"Prior Achievements"**). The list of all Prior Achievements inventions, original works with copyrights, improvements, renovations, and other business secrets shall not be transferred to

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Company, to the extent that is shared with the Company prior to or at the time of joining the Employment. It shall solely be the Employee's responsibility to provide the list of Prior Achievements established by written and dated records prior to execution of this Agreement.

6. CONFIDENTIALITY

6.1 Use and Disclosure of Confidential Information

6.1.1 The Employee agrees to use the Confidential Information, including the Confidential Technical Information and the Proprietary Information only for legitimate and authorized official purposes relating to the Employment ("the **Purpose**") and that the Confidential Information and the Proprietary Information shall not be used for any other purpose without Company prior written consent.

6.1.2 The Employee further agrees to refrain from putting into effect, or assisting or enabling any other party to put into effect, any method for arranging a value chain, distributing a product or service or distributing revenues that utilizes any portion of the Confidential Technical Information, or otherwise exploiting, or commercializing such Confidential Technical Information.

6.1.3 At all times during the term of Employment, and thereafter until such time as such information comes into the public domain (through disclosure authorized in writing by Company), the Employee shall hold in strictest confidence, and shall not disclose any Confidential Information or Proprietary Information or exploit such Confidential Information or Proprietary Information for his own benefit or the benefit of another until otherwise authorized in writing by Company.

6.1.4 The Employee will promptly report to Company any violation of the terms of this Agreement to the extent that the Employee has actual knowledge of such violation and will take all reasonable further steps requested by the Company to prevent, control, or remedy any such violation by the Employee.

6.2 Non-disclosure of Confidential Information of Third Parties:

6.2.1 Company has received and, in the future, will receive from third parties their confidential and proprietary information, subject to the Company's duty to maintain the confidentiality of such information and to use it only for certain limited purposes. The Employee owes Company and such third parties, during the Employment and thereafter, a duty to hold all such confidential information or proprietary information in the strictest confidence, and the Employee shall not disclose, use or induce or assist in the use or disclosure of any such confidential or proprietary information without Company prior express written consent, except as may be agreed by Company in the ordinary course of performing duties as an Employee of Company, consistent with Company agreement with such third party.

6.2.2 Notwithstanding the foregoing, this Agreement shall not prohibit the Employee from disclosing Confidential Information or Proprietary Information to the extent required in order for the Employee to comply with applicable laws, regulations, requirements of any regulatory authority(ies) and court orders, provided that the Employee, unless prohibited from doing so, provides prior written notice of such required disclosure to Company to the extent reasonably practicable and takes such reasonable and lawful actions as requested by Company to avoid and/or minimize the extent of such disclosure, at Company's sole expense.

6.2.3 The Employee agrees and undertakes that he shall not use the Confidential Information or Proprietary Information for purposes other than the Purpose.

6.3 Ownership of Confidential Information and Proprietary Information

The Employee agrees that the Company has complete ownership of the Confidential Information and Proprietary Information regardless of the forms of storage. The Employee agrees that it shall not receive any right, title or interest in, or any license or right to use (other than for the purpose), the Confidential Information, Proprietary Information, or any intellectual property rights therein, by implication or otherwise.

6.4 Removal of Company Property

At no time, whether during or after the Employment, will the Employee copy or remove from Company, without Company written approval, any Confidential Information or Proprietary Information. After the Employment, the Employee will not use any Confidential Information or Proprietary Information, Inventions, Intellectual Property Rights, notes or memoranda, made within the scope of the Employee's duties during the Employment, for the purpose or benefit of the employee or any person other than the Company.

6.5 Return and Destruction of Confidential Information, Proprietary Information, and Other Tangible property

6.6.1 The Employee shall forthwith on request by the Company to return Confidential Information to Company and certify the same that Employees not holding any Confidential Information.

6.6.2 On termination of Employment for whatever reason, whether with or without cause, the Employee shall cease to use the Confidential and Proprietary Information not take nor allow a third party to take, and shall deliver to Company, all originals and all reproductions of Inventions or Confidential Information or Proprietary Information, including devices, records, sketches, reports, notebooks, proposals, lists, correspondence, equipment, documents, computer diskettes, photographs, negatives, undeveloped film, notes, drawings, specifications, tape recordings or other electronic recordings, programs, data or other materials or property of any nature belonging to Company. The Employee acknowledges that the unauthorized taking of any Inventions or Confidential Information or Proprietary Information may be a crime under the laws of the principal state of the Employment and may also result in civil liability under those laws.

7. REPRESENTATIONS AND WARRANTIES

The Employee represents and warrants that:

7.1 The Employee's performance of all terms of this Agreement and as an Employee of the Company does not and will not breach any prior agreements with others to keep confidential information acquired by the Employee in confidence or in trust prior to the Employment.

7.2 The Employee has not and shall not enter into any agreement, either written or oral, in conflict with this Agreement.

7.3 The Employee shall have not brought and will not bring to Company, or use in the Employment, any materials or documents of a former employer (which term shall include persons, firms, corporations, and other entities for which the Employee has acted as an independent contractor or consultant) that are not generally available to the public unless the Employee first obtains express written authorization from any such former employer for their possession and use.

7.4 THE EMPLOYEE HEREBY REPRESENTS TO THE COMPANY AND RATIFIES THAT THE EMPLOYEE HAS BEEN IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT AND HAS NO REASON TO BELIEVE THAT THERE HAS BEEN A BREACH OF THE TERMS HEREIN FROM THE EFFECTIVE DATE THIS AGREEMENT.

8. ACTIONS ON BREACH

Employee agrees that in the event of the breach of the obligations under this Agreement, Company will suffer huge and irreparable loss and the same cannot be quantified or fully Company by of monetary damages, as such Company shall without prejudice to other available rights and remedies be entitled to obtain injunctive relief against the Employee. In addition, Employee shall indemnify, keep indemnified and hold harmless Company from any damages, losses, lost profit or otherwise any loss that may be suffered as a result of or arising from such breach of the obligations by Employee under this Agreement.

9. RIGHTS RESERVATION

9.1 If one Party does not exercise its rights or take actions in response to the other Party's defaulting acts, it shall not be regarded as renouncing its rights or abstaining from pursuing the other Party's defaulting responsibilities or duties.

9.2 If one Party renounces its rights against the other Party or abstains from pursuing the other Party's breaches, it shall not be regarded as renouncing any other rights or abstaining from investigating and affixing responsibility for the other violations. All such renouncement of rights must be in writing.

10. GOVERNING LAW AND DISPUTE RESOLUTION

The establishment, validity, explanation, execution, and dispute settlement of this Agreement shall be governed by the laws of India. The terms of this appointment letter and annexures hereto shall be governed by the laws of India. Any dispute or controversy arising out of or in connection with this Agreement including any question regarding its existence, validity or termination which cannot be settled amicably by and between the Parties, may be referred by the Parties to be settled by Arbitration and in accordance with Arbitration & Conciliation Act, 1996 for the time being in force which rules are deemed to be incorporated by reference to this clause. The arbitral tribunal shall consist of a sole arbitrator appointed by the Parties' mutual consent in accordance with the said rules. The Parties agree that any arbitration proceedings shall be instituted and heard at Bengaluru. The Parties agree that the decision of the arbitrator shall be final and binding. The language of the Arbitration shall be English. The cost of Arbitration shall be borne equally between the parties. Parties agree that the courts of Bengaluru shall have the exclusive jurisdiction to grant relief (including but not limited to interim relief) in connection with the arbitration proceedings.

11. NOTICE

Any notice or communication required or allowed under this Agreement, regardless of the communication method, shall take effect upon actual delivery of the notice at the legal domicile, residence, or mailing address of the receiving Party. If a Party alters its notification address or mailing address, it shall notify the other Party of its new address within three (3) days after the alteration. Otherwise, the defaulting Party shall be held responsible for all consequent legal liabilities.

12. MISCELLANEOUS

12.1 This Agreement and all of its exhibits constitute the entire Agreement agreed upon by the Parties and supersedes all prior oral or written negotiations, representations, or agreements reached by the Parties relating to the subject matter of this Agreement.

12.2 This Agreement may be supplemented, amended, or modified only by the mutual written Agreement of the parties. No supplement, amendment, or modification of this Agreement shall



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be binding unless it is in writing and signed by both Company and the Employee;

- 12.3 If the articles of this Agreement are in conflict with the articles of other agreements and contracts between both Parties, the articles of this Agreement shall prevail pertaining to the subject matter hereof;
- 12.4 The titles in this Agreement are used only for the convenience of reading and shall not affect the meaning of this Agreement.
- 12.5 If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity, and enforceability of the remaining provisions, or portions of them, shall not be affected.
- 12.6 No party has been induced to enter into this Agreement by, nor is any party relying on any representation or warranty outside those expressly outlined in this Agreement.
- 12.7 This Agreement shall be binding on and shall inure to the parties' benefit to this Agreement and their respective heirs, executors, administrators, representatives, successors, and assigns.
- 12.8 The Agreement shall be executed in two counterparts, and one counterpart shall be retained by each Party. The two counterparts shall have equal validity and legal effect. This Agreement shall be effective from the date of joining mentioned in your appointment letter.

THE EMPLOYEE HEREWITH CONFIRMS READING ALL THE TERMS OF THIS AGREEMENT AND UNDERSTANDING IT COMPLETELY AND HAVING, IN ADDITION, RECEIVED INDEPENDENT LEGAL ADVICE, AND BY AFFIXING THE SIGNATURE BELOW REPRESENTS THAT THIS AGREEMENT IS THE ONLY STATEMENT MADE BY OR ON BEHALF OF THE COMPANY UPON WHICH THE EMPLOYEE HAS RELIED IN SIGNING THIS AGREEMENT WITH FREE WILL AND CONSENT WITHOUT ANY FORCE, COERCION OR UNDUE ADVANTAGE.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Travel Input Consultants Private Limited	Riya Lakhmani
Signature: 	Signature: 
Full Name (as per Government ID Proof): Rohit Anand	Full Name (as per Government ID Proof): Riya Lakhmani
Job title: Director	Job title: Strategic Communications and Innovation
Place: Bangalore	Place: Bangalore

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ANNEXURE 3

COPYRIGHT AND PROTECTION AGAINST PLAGIARISM POLICY

This Copyright and Protection against Plagiarism Policy (“**Policy**”) is executed on **04/12/24** at Bengaluru by and between **Travel Input Consultants Private Limited**, having its registered office at 5th Floor, 503, Kasturi Tower, Opp Red Cross Society LBS Marg, Thane West, Thane, Mumbai Maharashtra, 400602, India and corporate office at Crystal Auric 4th Floor on site no. 494/B 17th cross 2th main road sector 2 HSR layout Bangalore (hereinafter referred to as “**FinKraft**” or “**Company**” which term shall mean and include its directors, officers, interns, and authorized representatives)

and

Riya Lakhmani (hereinafter referred to as “the employee”) which term unless contrary to the context thereof includes his representatives, heirs, executors, administrators, successors and assigns;

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

For the purposes of this Agreement, all protected/licensed literary, imagery, or musical information will be referred to as “Copyright Information”.


1. During employment Employee understands that to perform certain activities in connection with their roles and responsibilities, he/she is allowed to refer to freely available or copyright work only under ‘fair dealing,’ which has been listed below:
 - (a) *For the purpose of research or personal learning*
 - (b) *For the purposes of criticism or review of that work in the same line of business;*
 - (c) *To report current events or trends*
2. While using information from the internet, Employee understands that some information will have stringent copyright conditions, while others will allow reproduction of the information for non-commercial or educational purposes. Each entity has its own license, including copyright conditions.
3. Employees will not use the information even if access is free. The Employee will always check the copyright notices and disclaimers and get approvals before using any project information. Infringement of copyright takes place under the following actions (non-exhaustive/indicative list):
 - (a) *Content is copied from existing public and/or private sources and reproduced as-is for the Company’s project*
 - (b) *Any video or audio file is found and used for design purposes for Company’s project*
4. Company respects the rights of publishers and pays reasonable license fees for all user information. The Company has access to paid information, and Employee agrees to use **only the paid database.**
5. Employees at all times will maintain a record of information used for any project.
6. At all times, both **during and after employment** with Company, Employee will hold the responsibility of the originality of the work produced for the Company, except in situations where
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original work has been updated by Company's other employees or authorized third-parties as may be necessary for the ordinary course of performing duties or otherwise as directed by Company.

7. Infringement of copyright by Employee may result in LEGAL action. The Company will be entitled, without waiving any other rights or remedies, to forthwith terminate the employment of the Employee and/or seek such injunctive or equitable relief as may be deemed proper due to penalty obligation for Company or Company's clients. Employee agrees and acknowledges that as per law, the Company has the right to demand additional damages (in addition to damages for breach of contract and breach of third party intellectual property rights) such as (indicative and non-exhaustive list) cost of legal actions (including attorney fees), penalties imposed on the Company, the opportunity cost of the lost project.
8. The provisions of this Policy are severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both Company and Employee will expressly agree in writing to any changes in the Agreement.
9. Employee shall indemnify, keep indemnified and hold harmless Company from any damages, losses, lost profit or otherwise any loss that may be suffered due to or arising from such breach of the obligations by Employee under this Policy.
10. The Company reserves the right to update this Policy from time to time. This Agreement shall be effective from the date of joining mentioned in your appointment letter.

I, have read and understood this copyright and plagiarism protection policy.

ACKNOWLEDGED AND ACCEPTED:

Signature	
Place	Bangalore