

Mr. ADITYA DINESH GUPTA

**801, Vishaka Archade, Veera Desai Road,
Andheri West, Mumbai Mumbai
Suburban
Maharashtra – 400058**

Dated: 27/05/2024

Dear ADITYA DINESH GUPTA,

Thank you for exploring career opportunities with Ubique Systems, India. I am pleased to confirm that you have successfully completed the screening process. Subsequent to your technical selection and discussion, we are pleased to offer you the post of “**Senior Project Manager**” at Ubique Systems, India.

You will be deputed at our client **Maersk (S) - INDIA, Pune** India. You would therefore be required to report at the client office on your date of joining. We will let you know the client contact whom you will be reporting before your joining.

Printed copy(ies) of this letter will be sent across to your permanent address for your attention. Kindly arrange to send us a signed copy of the same, along with other requested documents, for our records.

Should you require any further information, do not hesitate to contact the undersigned.

I look forward to seeing you.

Thanking You.

Full Name:

Title:

INDIA

Ubique House, 768 Purbachal Road, Kalikapur, Kolkata - 700078,
West Bengal. CIN. U72900WB2010PTC153948.

☎ +91 33 6625 0000

ROMANIA

Ubique Systems S.R.L, Sectorul 2, Bulevardul Ferdinand 1,
Nr 70, Etaj 1, Bucharest, Romania. Reg No: 46918504.

UNITED KINGDOM

Suite 13, Beaufort Court, Admirals Way, Canary Wharf,
London - E14 9XL, UK. Reg No. 4082982.

☎ + 44 (0) 20 7987 8811

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Reg No : HRB277950.

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CVR-nr : 33374178.

☎ + 45 4921 8700

NETHERLANDS

Siriusdreef 17-27, Transpolis Park, 2132 WT,
Hoofddorp, Netherlands. KvK No: 69587566.

VIETNAM

Floor 7, No. 60 Nguyen Van Thu Street, Da Kao Ward,
District 1, Ho Chi Minh City, Vietnam.

☎ + 84 (28) 3500 2828

SLOVAKIA

Ubique Systems SK S.r.o Jelenia 1, Bratislava, Slovakia.

CZECH REPUBLIC

Korunni 2569/108, Vinohrady 101 00, Praha 10, Czech Republic.

TERMS AND CONDITIONS OF EMPLOYMENT

EMPLOYMENT AGREEMENT

Employment Agreement, between Ubique Systems Pvt. Limited (the “company”) and Mr. ADITYA DINESH GUPTA (the “Employee”) DOB: 20/09/1987.

For good consideration, the company employs the employee on the following conditions.

- 1. TERMS OF EMPLOYMENT:** The employment is permanent subject to the provisions for termination set forth below. This agreement will become effective from the date of commencing service with effect from 24/06/2024.
- 2. PROBATION AND CONFIRMATION:** The employee will have no probation period and is confirmed from the date of joining. The company will obtain a reference check from the previous employer(s). You will also be entitled with the benefits of Group Mediclaim Policy for self and spouse.
- 3. COMPENSATION:** The employee shall be paid INR 3047400 CTC annually. The detail break up will be given in separate document. The employee will be paid the remuneration in regular pay period.
- 4. EMPLOYEE TO DEVOTE FULL TIME TO COMPANY:** The employee will devote full time, attention, and energies to the business of the company and during this employment will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain or other pecuniary advantage. Employee is not prohibited from making personal investments in any other business provided those investments do not require active involvement in the operation of said companies.
- 5. DUTIES AND POSITIONS:** The Company hires the employee in the capacity of Senior Project Manager . The employee's duties may be reasonably modified at the company's direction from time to time. The company reserves the right to transfer the employee, if this is practical taking into account personal circumstances.
- 6. CONFIDENTIALITY OF PROPRIETARY INFORMATION:** Employee agrees, during or after the term of this employment, not to reveal confidential information, or trade secrets to any person, firm, corporation, or entity. Should employee reveal

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or threaten to reveal this information, the company shall be entitled to an injunction restraining the employee from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive and company may pursue any other remedies it has against the employees for a breach or threatened breach of this condition including the recovery of damages from the employee.

7. REIMBURSEMENT OF EXPENSES: The employee must not incur any expenses unless expressly authorized by an immediate superior. All authorized expenses will be reimbursed as per the company norms at regular period.

8. HOLIDAYS & LEAVE POLICY: You're entitled for 20 Annual Leave including sick leaves apart from the Company calendar holidays.

a. **DURING PROBATION PERIOD:** You will not be entitled for any leave during the probation period, however management reserves the right to allow only sick leaves during probation period if supported by valid medical certificate and documents. On confirmation (post 6 months) annual leaves will be credited to you on annualized manner. This clause is not applicable to you.

b. **FOR CONFIRMED EMPLOYEE:** You may avail 20 Annual leaves in a year for the purpose of planned vacation, rest or in case you are medically unfit to attend office. All Planned leaves must be pre-approved by you reporting manager at least 2 weeks prior to your leave. Any event of sick leaves beyond 2 consecutive days, must be supported by medical certificate issued by registered medical practitioner, and must be approved by your reporting manager immediately on the day you resume your service.

c. Annual leaves in a year for the purpose of planned vacation, rest or in case you are medically unfit to attend office. All Planned leaves must be pre-approved by you reporting manager at least 2 weeks prior to your leave. Any event of sick leaves beyond 2 consecutive days, must be supported by medical certificate issued by registered medical practitioner, and must be approved by your reporting manager immediately on the day you resume your service.

d. Un-availed annual leaves will get carried forward. Fifty percent of such leaves may get carried forward for next calendar year for maximum two years.

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- e. Leave should be availed judiciously. Exhausting the leave balance before end of the year will not only lead to leave without pay for the remaining year but also impact your performance appraisal.

9. TERMINATION OF AGREEMENT:

- a. During probation period: During employment under probation period a notice of Thirty (30) days will be applicable to terminate the employment from either side without assigning any reason whatsoever.
- b. For confirmed employee: During your employment post probation, a notice of Thirty (30) days will be applicable to terminate employment from either side. However, The Company at its sole discretion may terminate employment agreement by payment in lieu of 30 days' notice without assigning any reason whatsoever. If at employee's request the company agrees to relieve the employee before serving the full notice period, employee will be liable to pay The Company in lieu of the balance notice period. Any un-availed annual leave balance at the time execution of termination may be adjusted with the notice period.
- c. The company may terminate employment without notice or payment in lieu of notice, if the employee is found guilty of gross misconduct established through a domestic enquiry, Gross misconduct would include, without limitation, (a) willful insubordination or disobedience of any lawful and reasonable order of a superior; (b) theft, fraud or dishonesty of the employers business or property; (c) willful damage or loss to employers goods or property; (d) taking or giving bribes; (e) habitual breach of any law applicable to The Company establishment; (f) riotous or disorderly behavior during working hours at The Company establishment; (g) habitual negligence or neglect of work; (h) striking work or inciting others to strike work in contravention of the provision of any law; (i) sexual harassment (j) and or any other act that violates the laws of land.
- d. In the event that the employee breaches the provisions of this agreement, the employee agrees to repay in full all actual recruitment, travel, accommodation and other relevant expenses and/or other advances paid or reimbursed to the employee by the company and the employee authorizes the company to deduct and withhold such repayment in full from any compensation or other amounts otherwise owed or payable to the employee.

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- e. Employee on post completion of notice and before exit must complete proper knowledge transfer as required by his reporting manager. He/she needs to handover all office stationaries, ID or access card, documents, laptop or any computer accessories or storage devices to the administration dept. of The Company.

10. DATA PROTECTION:

All the parties shall comply with applicable data protection legislation. A party acting as a data processor shall act only on instructions from the other Party (the data controller) and shall implement appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing violating data protection legislation.

The Employee shall ensure that they have given their written consent to client's processing and transfer of their personal data within the Client Group.

All data concerning Client Group Entities, their customers and Consultants supplied by any Client Group Entity or an agent, Consultant or employee of Client Group Entity or generated by the Consultant on behalf of Client based on such data is the sole and exclusive property of the respective Client Group Entities. To the extent permitted by applicable law, the Consultant or employee hereby irrevocably assigns, transfers and conveys, and shall cause their agents to assign, transfer and convey, to client any right, title and interest in and to Client Data. Under no circumstances – including gross negligence or willful misconduct by Client – can Consultant or employee withhold Client Data from Client.

11. INTELLECTUAL PROPERTY

- a. Pre-existing materials. All Intellectual Property Rights to pre-existing materials belonging to a Party or its third-party licensors shall remain vested in that Party or its third-party licensors.

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- b. Intellectual property rights in developed materials. All Intellectual Property Rights in and to the results of the Services, the Deliverables or other documentation and materials provided by the employee under the Agreement shall vest in client upon creation. Employee hereby irrevocably assigns to client by way of present and future assignment (as applicable) its whole right, title and interest in and to such Intellectual Property Rights free from all liens, charges and encumbrances at no cost to client and without imposing further conditions with the intent that the same shall vest in client immediately or, in the case of Services, Deliverables or other documentation not yet in existence, that the Intellectual Property Rights shall so vest immediately upon coming into existence.
- c. The Employee may not incorporate any third-party material. The Employee shall not incorporate any material, including Software, to which a third party holds the Intellectual Property Rights or other rights into any Deliverables without the prior written approval of the applicable client.
- d. The Employee may not use open-source software. The Employee is not entitled to use any elements of open-source software, freeware or shareware in any Deliverables unless specifically agreed in the specific Work Agreement.
- e. Client tools and materials. Client hereby grants to the Employee for the term of the Agreement a non-exclusive, non-transferable, royalty free license to use any materials or tools provided by client to the Employee under the Agreement for the purposes only of providing Services and/or Deliverables to Maersk and such license shall terminate upon termination or expiry of this Agreement, howsoever occurring.
- f. General know-how gained through the Employee's provision of Services. Subject to the Intellectual Property Rights and confidentiality obligation set out, the Employee may use any general know-how gained through the Employee's provision of Services to client.

12. DEATH BENEFITS: Should employee die during the term of employment; the company shall pay to the employee's legal heir, any unpaid salary or benefits through the end of the month in which death occurred. The Person claiming to be the legal heir must prove his/her heir ship with supporting documents.

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- 13. RESTRICTION ON POST-EMPLOYMENT COMPETITION:** For a period of ONE year after the end of employment, the employee shall not control, consult to or be employed by any business similar to that conducted by the company, either by soliciting any of its accounts or by operating within employer's general trading area.
- 14. ASSISTANCE IN LITIGATION:** Employee shall upon reasonable notice, furnish such information and proper assistance to the company as it may reasonably require in connection with any litigation in which it is or may become, a party either during or after employment.
- 15. SETTLEMENT OF DISPUTES:** On event of any dispute which arises out of or related to this employment agreement, either side should put in their best effort to settle the dispute out of mutual discussion or negotiation. If there is no such resolution to the dispute in spite of mutual discussion or settlement negotiation either side may approach court with jurisdiction in Kolkata, West Bengal.
- 16. LIMITED EFFECT OF WAIVER BY COMPANY:** Should company waive breach of any provision of this agreement by the employee, the waiver will not operate or be construed as a waiver of further breach by the employee.
- 17. SOFTWARE COPYRIGHTS:** It is company policy to strictly adhere to the licensing condition of any software, which it uses. The employee will be required to strictly adhere to this policy. The employee must not copy or distribute for his/her own use or for any other person or company any software used or developed by the company. Any breach of this clause may be treated as gross misconduct.
- 18. SOFTWARE VIRUSES:** Employee is not allowed to load any software and follow strictly company's policy on computer viruses. Any loading of software which may have potential threats to infect the Company computers or networked computers or servers with viruses, malwares or spywares may be treated as gross misconduct.

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19. COMPUTER ACCESS: Any employee who attempts to use any part of the company's computer system without authorization or who attempts to use any code name or password to gain access to any computer data in respect of which he/she is not authorized to have access, may be treated as having committed an act of gross misconduct.

20. RETIREMENT: On attaining the age of 58 years, you will be superannuated from the services of the company.

Employee:	Company: Ubique Systems Pvt. Limited
Signed:	Signed:
Position:	Position:
Date:	Date:

** Actual Income Tax deductible will be as per the IT Slab for the Financial Year.*

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NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the "Agreement") is made on the date set forth below by and between;

A. UBIQUE SYSTEMS PRIVATE LIMITED

Ubique House, 768 Purbachal Road,
Kalikapur, Kolkata, West Bengal
Pin Code : 700078
("UBIQUE"),

And

B. Mr. ADITYA DINESH GUPTA having permanent residential address at: 801, Vishaka Archade, Veera Desai Road, Andheri West, Mumbai Mumbai Suburban . And having his local address same as (Permanent address) (the "Recipient").

A.) and B.) individually referred to as a "Party" or collectively as the "Parties".

WHEREAS UBIQUE will disclose certain Confidential Information, as defined in section 1.1 to the Recipient upon the terms and conditions contained herein in order to enable the Recipient to consider and evaluate Services (the "Project") the Parties hereto agree as follows:

1. NON-DISCLOSURE OF CONFIDENTIAL UNDERTAKINGS BY RECIPIENT

1.1 All information disclosed to or acquired by the Recipient, whether disclosed or acquired prior or subsequent to the execution of this Agreement by the Recipient, and whether oral or written, or received through electronic transmission, observation, meetings or otherwise, from UBIQUE with respect to or pertaining to the Project or to the business and affairs of UBIQUE in connection therewith (the "Confidential Information") shall be considered proprietary in nature and shall be held in strict confidence by the Recipient at all times and shall not, without UBIQUE's prior written

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consent, be disclosed directly or indirectly to any other person, firm or corporation, or used by the Recipient for any purpose other than its evaluation of the Project.

1.2 The Recipient shall be at liberty to disclose the Confidential Information, but shall in any event restrict the disclosure of such Confidential Information, to only such directors, officers, employees, consultants and advisors of the Recipient who need to know or need to have access to the Confidential Information for the purposes described herein (the "Appropriate Personnel"). The Recipient shall, prior to disclosing the Confidential Information to such Appropriate Personnel, advise such Appropriate Personnel of the confidential and proprietary nature of the Confidential Information and provide such Appropriate Personnel with a copy of this Agreement.

1.3 The Recipient shall keep a record of the names of the persons who have had access to the Confidential Information. The Recipient shall promptly make the record available for inspection by UBIQUE upon request.

2. UBIQUE'S CONFIDENTIALITY UNDERTAKINGS

2.1 UBIQUE is only bound by confidentiality obligations with respect to information regarding the Recipient's pricing received as part of the pricing for the related project or assignment being performed by the recipient, and such pricing information shall be subject to the same confidentiality undertakings and exceptions regarding the Recipient's pricing information as applies for Confidential Information.

3. TITLE

3.1 The Receiving Party shall not acquire any title to or interest in the Confidential Information by virtue of the disclosure to the Receiving Party pursuant to this Agreement. The Receiving Party shall only use and permit the use of the Confidential Information disclosed under this Agreement for the purpose referred to in the Preamble hereof.

4. LIMITATION

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4.1 Notwithstanding the provisions contained in section 1 hereof, the Confidential Information shall not include any information or knowledge which:

- (a) was in the public knowledge or was generally known in the business community at the time of disclosure; or
- (b) becomes part of the public knowledge or is generally known in the business community after the time of disclosure through no breach of the Recipient's obligations hereunder; or
- (c) was already in the possession of the Recipient at the time of disclosure; or
- (d) is disclosed to the Recipient by a third party in the absence of a duty of confidence after the time of the disclosure and where such third party is not under any duty of confidence to UBIQUE.

5. WAIVER

5.1 It is expressly acknowledged and agreed that UBIQUE makes no express or implied warranties or representations directly or indirectly to the Recipient of any of the Confidential Information as to the accuracy or completeness of the information contained therein.

6. EQUITABLE REMEDIES

6.1 No failure or delay by UBIQUE in exercising any of its rights or pursuing any remedies available to UBIQUE hereunder or at law or in equity shall in any way constitute a waiver or prohibition of such rights and remedies in the event of a breach of this confidentiality agreement or any agreement entered into in furtherance hereof.

7. INDEMNITY

7.1 The Recipient hereby agrees to both:

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CZECH REPUBLIC

Korunni 2569/108, Vinohrady 101 00, Praha 10, Czech Republic.

(a) be liable for; and in addition,

(b) indemnify and hold harmless UBIQUE from and against,

all actions, claims, damages, losses, expenses and costs (including legal fees) which UBIQUE may sustain, incur or become liable for as a result of any breach of this confidentiality agreement by the Recipient and of any other confidentiality agreements entered into pursuant hereto and by its Appropriate Personnel, and these provisions shall continue in full force and effect and be applicable regardless of whether any directors, officers, employees, consultants or advisors who have caused or contributed to such breach cease to be employees or engaged by the Recipient.

8. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

8.1 The Recipient agrees, upon the written demand from UBIQUE, to return to UBIQUE all Confidential Information which has been provided by UBIQUE and to destroy all analyses, studies, compilations, copies, extracts, reproductions, notes and other writings prepared by the Recipient based on or containing any of the Confidential Information, without retaining any copies thereof.

9. PUBLIC ANNOUNCEMENTS

9.1 The Recipient and its directors, officers and employees will not, without the prior written consent of UBIQUE, make any statement, public announcement or release to the press, or to any trade publications or to any competitors, customers or other third parties with respect to the Project.

10. SURVIVAL OF OBLIGATIONS

10.1 The obligation of confidentiality imposed hereunder shall be deemed to be a continuing obligation and this Agreement shall remain in effect for a period of five (5) years from the date first above written.

INDIA

Ubique House, 768 Purbachal Road, Kalikapur, Kolkata - 700078, West Bengal. CIN. U72900WB2010PTC153948.

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11. APPLICABLE LAW AND JURISDICTION

- 11.1** This Agreement shall be governed by the laws of India, without giving effect to any conflict of law principles that may require the application of laws of another jurisdiction.
- 11.2** If any dispute arises out of or in connection with this Agreement including any question regarding its existence, validity or termination, it shall be settled by arbitration in accordance with the Rules of Procedure of the Indian Arbitration.
- 11.3** The place of arbitration shall be India, Kolkata, West Bengal and the language of the proceedings shall be English.

12. MISCELLANEOUS

No modification, extension or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement.

- 12.1** The Recipient may only assign this Agreement to an affiliated company with prior written consent from UBIQUE; provided, however, the Recipient shall remain liable for all obligations, whether expressed or implied, under this Agreement. Without limiting the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

Signed on behalf of the Recipient by	Signed on behalf of UBIQUE SYSTEMS by
Signature:	Signature:
Name:	Name:
Date:	Date:

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