

EMPLOYEE EXIT AGREEMENT

This Employee Exit Agreement is made on this the **14th Day of October 2025** at Delhi by and between:

(1) SHAIRITI NEW PRIVATE LIMITED, a private limited company incorporated under the provisions of the Companies Act, 2013, and having its registered office at 4/7, Ambey Garden, Libaspur, New Delhi 110042, Delhi (hereinafter referred to as the “Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the FIRST PART;

AND

Saurav, a citizen of India, aged about **27 years**, S/o or D/o W/o **Virender**, presently residing at **Na, Rishi Colony, Sonipat, Haryana- 131001**. (hereinafter referred to as “Exiting Employee” which expression shall mean and include his successors, legal heirs, executors, administrators and permitted assigns) of the SECOND PART.

The Company and the Exiting Employee shall hereinafter be collectively referred to as the “Parties”.

WHEREAS:

- (A) The Exiting Employee Entered Into an ‘employment agreement’ dated **21st October 2024**, with the Company in relation to his employment, on the terms and conditions mentioned therein (“Employment Agreement”);
- (B) The Exiting Employee is desirous of being relieved of his employment obligations with the Company, and for the mutual benefit of the Company and the Exiting Employee, the Company and the Exiting Employee have mutually agreed to an amicable termination of the Employment Agreement on the terms and conditions contained herein.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following words and expressions (including in the recitals hereof or schedules hereto), unless the context otherwise requires, have the following

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meanings ascribed to them:

- 1.1.1. “Agreement” shall mean this Employee Exit Agreement and the Schedules to this Agreement;
- 1.1.2. “Applicable Law” shall mean any applicable national, provincial, local or other law, regulations, administrative orders, ordinance, constitution, decree, principles of common law, binding governmental policies, statute or treaty, and shall include notifications, guidelines, policies, directions, directive and orders of any Government Authority;
- 1.1.3. “Governmental Authority” shall mean the government of any nation, state, city, locality or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

- 1.2. In this Agreement:
 - 1.2.1. Headings are used for convenience only and shall not affect the interpretation of Agreement.
 - 1.2.2. Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other gender.
 - 1.2.3. Unless the context specifies otherwise, reference to an individual shall include his personal representative, successors or legal heirs, executors and administrator.
 - 1.2.4. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement), for the time being in force, all statutory instruments or orders made pursuant to a statutory provisions and any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
 - 1.2.5. In addition to the terms defined in this Clause 1 certain other terms are defined elsewhere in this Agreement and the Employment Agreement and whenever such terms are used in this Agreement they shall have their respective defined meanings, unless the context expressly or by necessary implication otherwise requires. Provided that in the absence of a definition

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being provided for a term, word or phrase used in this Agreement, no meaning shall be assigned to such term, word, phrase which derogates or detracts from, in any way, the intent of this Agreement.

2. TERMINATION OF EMPLOYMENT AGREEMENT

- 2.1. The Company and the Exiting Employee hereby mutually terminate the Employment Agreement with effect from the closing hours of **05th September 2025**.
- 2.2. From the Separation Date, the Exiting Employee shall cease to be employed with the Company, and the Employment Agreement shall stand terminated as on **05th September 2025**. (“Separation Date”).

3. PAYMENTS

- 3.1. In lieu of the notice requirement under the Employment Agreement and subject to the Exiting Employees compliance with the terms and conditions contained in this Agreement, the Company shall pay the Exiting Employee, an amount of **Rs 82923.00 -(Indian Rupees Eighty Two Thousand Nine Hundred Twenty Three Only)** (“Final Settlement”), less applicable income tax, EPF, professional tax, other deductions if any withholdings.
- 3.2. The Exiting Employee acknowledges and agrees that, other than the payments and entitlements expressly set forth this Agreement and to the maximum extent permitted under Applicable Law, he is not entitled to any other payments or entitlements from the Company relating to his employment.

4. RELEASE AND DISCHARGE

- 4.1. In consideration of the terms of this Agreement, the Exiting Employee, on behalf of himself and his heirs, executors, administrators, and representatives, hereby releases and forever discharges the Company and employees, officers, directors, and agents of the Company from any and all promises, claims, demands, entitlements, liabilities or obligations, whether known or unknown, arising on or before the Separation Date, against the Company or its employees, officers, directors or agents.

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4.2. The Exiting Employee acknowledges and agrees that this is a legally binding release of all his claims against the Company including all claims or entitlements relating to his employment with the Company. He further acknowledges and agrees that this includes claims under any central, state or local laws, regulations, common law, contract, employee handbook or other source, including claims of employment discrimination, harassment, retaliation, breach of contract, infliction of emotional distress, defamation, discharge or attorneys' fees etc.

5. CONTINUING OBLIGATIONS

5.1. **Confidentiality and Non-Disclosure:** The Exiting Employee hereby acknowledges and confirms that he shall be bound by the continuing obligations under the Employment Agreement which are to survive the termination of his employment with the Company including but not limited to the obligations of Confidentiality and Non-Compete and Non-Solicitation and Termination Certification Clauses of the Employment Agreement. The Exiting Employee further acknowledges and agrees that the Confidential Information is proprietary to the Company and has substantial value to the Company by reason of being confidential, that the unauthorized disclosure of any of the Confidential Information to any person or entity will result in immediate and irreparable competitive injury to the Company, and that such injury cannot adequately be remedied by an award of monetary damages. The Exiting Employee agrees that he has been obligated during the course of his tenure as an employee of the Company, not to disclose at any time any Confidential Information to any person or entity and that he will continue to be so obligated, and shall keep the Company indemnified in this regard. Disclosing any Confidential Information is a punishable offence and will attract legal, police complaints, criminal or civil proceedings as appropriate and is as suitable by law.

5.2. **Non-solicitation and Non-compete:**

5.2.1. As per the Terms of the Employment Agreement, Exiting Employee hereby agrees and undertakes that for a period of 2 (Two) Year from the Separation Date, the Exiting Employee shall not:

(a) solicit or attempt to solicit any of the employees/customers of the Company either for himself, or for any third party;

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(b) induce or assist in the inducement of any key personnel of the Company or a related body corporate of the Company to leave their employment. It is agreed and understood by the Exiting Employee that if an employee approached the Exiting Employee on his own accord for employment in the new organization which the Employee is associated with, then the Exiting Employee shall be under an obligation to inform the Company about the same and to ensure that he is not conflicting/competing with the interest of the Company. In the event the Exiting Employee fails to inform the Company of the same, it shall be assumed/deemed that the Exiting Employee has solicited the said employee and has committed a default under the terms of this Agreement and the Employment Agreement and the Company shall be entitled to initiate appropriate actions against the Exiting Employee for such default.

5.2.2. The Exiting Employee hereby agrees and undertakes that for a period of 2 (Two) Year from the Separation Date, the Exiting Employee shall not directly or indirectly or through any person, entity or contractual arrangement, engage with or have any kind of interest, whether financial or otherwise, in any business, whether paid or not, anywhere in the world, which competes with the business of the Company. The Exiting Employee acknowledges and agrees that the above restrictions are considered reasonable for the legitimate protection of the business and the goodwill of the Company, and are not harsh or oppressive, but in the event that such restriction are found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Clause valid and effective. Notwithstanding the limitation of this provision by Applicable Law, the Exiting Employee undertakes to, at all times, observe and be bound by the spirit of this Clause.

5.3. Non-disparagement: The Exiting Employee agrees that he will not make any statements, whether written, oral, electronic (whether on social media or other form of electronic communication) or otherwise, which are negative or disparaging of any of the member of the Company, its officers, directors or employees and that he will not encourage or induce others to disparage any of the Company, its officers, directors or employees. The Exiting Employee further undertakes that he will not at any time, do anything which might prejudice the goodwill and reputation of the Company.

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- 5.4. **No Announcement:** The Exiting Employee will (i) not make any public announcement or news/ press release concerning the contents of this Agreement; and (ii) act in good faith and will do all such acts, matters and things as may be requested by the Company and as are necessary to perform all of his obligations herein.
- 5.5. **Co-operation:** After the Separation Date, the Exiting Employee agrees that he will reasonably cooperate with the Company, at any level, and any of their officers, directors, shareholders, or employees for a period of 2 (Two) weeks after the Separation Date, concerning requests for information about the business of the Company or its affiliates or his involvement and participation therein.

His cooperation shall include, but not be limited to (taking into account the Exiting Employee's personal and professional obligations, including those to any new employer or entity to which he provides services), being available to meet and speak with officers or employees of the Company and/or the Company's counsel at reasonable times and locations, executing documents and taking such other actions as may be requested by the Company and/or the Company's counsel to effectuate the foregoing.

- 5.6. **Indemnification:** The Exiting Employee hereby agrees and acknowledges that to indemnify and keep indemnified the Company, as the case may be, against all taxes, losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of acts or omissions of the Exiting Employee during the course his employment with the Company.
- 5.7. The Exiting Employee hereby agrees that all obligations under Employment Agreement that are intended to be continuing in nature and survive the termination of the Employment Agreement shall continue to subsist and he shall be bound by the same.
- 5.8. In case of any breach of any provisions under the Clause 5 and its sub clauses by the Exiting Employee, the Company shall have all the rights available to it under the relevant laws to recover the damages caused to the Company, without any limitation, due to such breach by the Exiting Employee.

6. RETURN OF PROPERTY

- 6.1. On or prior to the Separation Date, the Exiting Employee shall return to the Company, all Company's property in his possession or use, including,

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without limitation, laptop, cell phones, data cards, credit cards, building-access cards and keys, other electronic equipment, and any records, software and other data relating to the Company. The Exiting Employee hereby agrees that failing her obligation to return the office property, in his possession or use, including without limitation, laptop, cell phones, data cards, credit cards, building-access cards and keys, other electronic equipment, and any records, software or other data relating to the Company, the amount equivalent to the office property shall be deducted from the Final Settlement.

7. TAXES

- 7.1. Any income tax or taxes applicable to the payment made to the Exiting Employee by the Company pursuant to this Agreement shall be to his account and borne by him and shall be subject to applicable deductions/ withholdings by the Company as may be required by Applicable Laws.

8. DISPUTE RESOLUTION AND GOVERNING LAW

- 8.1. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration by a sole arbitrator to be mutually appointed by both the Parties. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules made thereunder. The venue of the arbitration shall be Delhi, and the language of arbitration shall be English.
- 8.2. Governing Law. This Agreement shall be governed by laws of India and subject to Clause 8.1 above, the courts of competent jurisdiction of Delhi alone shall have jurisdiction to the exclusion of all other courts.

9. FULL SETTLEMENT

- 9.1. The Exiting Employee acknowledges and agrees that this Agreement shall constitute a full and complete settlement of any and all claims he may have against the Company of any kind whatsoever.

10. GENERAL PROVISIONS

- 10.1. Notices: All communications shall be sent in writing to the Parties and all

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such communications (including notices) between the Parties with respect to this Agreement shall be delivered by hand, or sent by registered A.D., internationally recognized overnight courier service, pre-paid mail, or emails (with delivery/ return receipt requested) to the address of the other Party as set out hereinabove, or to such other address as the addressee may from time to time have notified for the purpose of this Clause. Subject to the aforesaid, communications shall be deemed to have been duly given:

(a) if sent by post, five (5) business days after posting exclusive of day of posting; (b) if delivered by hand, on the date of delivery; and (c) if sent by emails, at the time of receiving the return/ delivery receipt.

- 10.2. **Waiver, modification:** No provision of this Agreement may be waived or changed except by a writing signed by the Party against whom such waiver or change is sought to be enforced. The failure to enforce a breach or default of this Agreement shall not constitute a waiver of the right to enforce the same or any subsequent breach or default.
- 10.3. **Entire Agreement, Amendment:** This Agreement shall constitute the entire agreement and understanding between the parties hereto and shall substitute supersede all the previous agreements and arrangements (whether written or verbal, express or implied) in connection with the subject matter of this Agreement. This Agreement may only be amended or supplemented by an instrument in writing duly executed by the Parties hereto.
- 10.4. **Unenforceability:** If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 10.5. **Counterparts:** This Agreement may be executed and delivered in any number of counterparts each of which shall be an original, but all of which together shall constitute one instrument.

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

For Shairiti New Pvt. Ltd.

For Second Party

Authorized Signatory

Name: **Saurav**

Signature

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