

December 28, 2023

H.No. 3, Ground Floor,
Sector 18 A, Chandigarh - 160018

Re: Relieving of Duties



Dear Deeparzoo,

On behalf of Novus Professional Services Pvt. Ltd. ("**Novus**"), I regret having to accept your resignation letter, dated December 28, 2023. As a result, your employment at Novus will end effective December 28, 2023, ("**Effective Date**").

As a reminder, Articles 6, 7, 8, 9, 10 and 11 (attached for reference) of your Employment Agreement survive your employment at Novus and any breach of your Employment Agreement will result in immediate legal action against you.

Whatever Base Salary you have earned as of the Effective Date, including compensation for Earned Leave that has not been used by you and any gratuity payment, if applicable, less all monetary and other debts owed by you to Novus, will be paid to you within ten (10) working days, which is the date fixed for your full and final settlement, subject to completion by you of all required exit formalities..

Thank you for your service to Novus and good luck in whatever you may do. Please acknowledge acceptance of this letter by signing below.

Sincerely,
Anupama Sumbly

 SIGNED VIA ILOVEPDF
FB8C9DB7-AC00-4D63-A1FF-ADF3FE7E1CB8

Anupama Sumbly
Associate Manager
Novus Professional Services Pvt. Ltd.

Accepted:

Signature
Deeparzoo Bhogal
Print Name
December 28, 2023
Date

The signatories hereof hereby affirm that their e-Signature of this document is legally binding and enforceable as though the document is signed physically.

Cc: Mr. Anand S. Dayal
Ms. Lois A. Haubold

6. Proprietary Information, Novus Materials, and Client Confidential Information.

- a. Employee acknowledges that Novus possesses and will possess Proprietary Information, Novus Materials, and Client Confidential Information (as defined herein) that are the confidential property of Novus or its Clients and important to its business. Accordingly, the Employee agrees:
 - i. All Proprietary Information and all title, patents, patent rights, copyrights, trade secret rights and other intellectual property and rights anywhere in the world relating to Proprietary Information (collectively "**Rights**") shall be the sole property of Novus and Employee hereby assigns to Novus any Rights the Employee may have to, or acquire in, such Proprietary Information.
 - ii. To keep in confidence and trust, protect from disclosure and not use or disclose for the Proprietary Information Restricted Period (as defined herein) any Proprietary Information or anything relating to Proprietary Information without the prior written consent of Novus.
 - iii. To keep in confidence and trust, protect from disclosure and not use or disclose the Client Confidential Information or anything related to the Client Confidential Information without the prior written consent of Novus; provided, however, that Employee may use the Client Confidential Information in the performance of the duties of the Employee as described in paragraph 2 above.
 - iv. All Novus Materials shall be the sole property of Novus and Employee hereby agrees not to duplicate or remove any Novus Materials from the premises of Novus or deliver any Novus Materials to any person or entity outside of Novus, except in the performance of the duties of the Employee as described in paragraph 2 above.
 - v. All Client Confidential Information shall be the sole property of the Novus Client that provides such information, and Employee hereby agrees not to duplicate or remove any Client Confidential Information from the premises of Novus or deliver any Client Confidential Information to any person or entity outside of Novus, except in the performance of the duties of the Employee as described in paragraph 2 above.
 - vi. To return all Novus Materials and Client Confidential Information to Novus when requested, and in any event immediately upon

the termination of Employee's employment, whether such termination is by Novus or by Employee.

- vii. All Proprietary Information and Novus Materials the Employee conceives, makes, develops or reduces to practice while employed by Novus shall be the sole of proposing or providing Covered Services, or (B) for whom either Employee or any other employee of Novus made a new business contact, presentation or proposal during the twelve (12) months preceding the termination of Employee's employment.

7. **Non-Solicitation.** Employee agrees that for a period of one (1) year after the date of the termination of Employee's employment for any reason, Employee shall not, either directly or indirectly, solicit the services, or attempt to solicit the services, of any employee of Novus to be employed by or to perform services on behalf of any other person or entity.

8. **Enforcement.**

- a. Employee agrees that it is impossible to measure solely in money the damages that will accrue to Novus by reason of Employee's failure to perform any of the obligations set forth in paragraphs 6, 7 or 8 of this Agreement. Therefore, if Novus shall institute any action or proceeding to enforce the provisions of paragraphs 6, 7 or 8 of this Agreement, Employee hereby waives the claim or defense that there is an adequate remedy at law and agrees in any such action or proceeding not to interpose the claim or defense that such remedy exists at law. Employee hereby specifically affirms the appropriateness of injunctive, specific performance, or other equitable relief in any such action, in addition to all other remedies Novus has at law.
- b. If, in connection with any action taken by Novus to enforce the provisions of paragraphs 6, 7 or 8 of this Agreement, a court shall hold that all or any portion of the restrictions contained therein are unreasonable under the circumstances then existing so as to render such restrictions invalid or unenforceable, the parties agree that any court of competent jurisdiction may reform such unreasonable restrictions to the extent necessary to make such restrictions reasonable under the circumstances then existing so as to render such restrictions both valid and enforceable.
- c. Employee agrees to indemnify, save and hold harmless Novus from and against any and all claims, damages, losses, costs and expenses (including reasonable attorneys' fees) incurred by Novus arising out of any action to enforce the terms of this Agreement.

9. **Confidentiality.** Employee agrees that Employee will not disclose the terms of this Agreement to anyone other than Employee's spouse and legal counsel,

except as such disclosure may be required for legal, accounting or tax advice and reporting purposes.

10. **Employee's Representations and Warranties.** Employee represents and warrants Employee has no interest or obligation, including without limitation the terms of any professional license, which is inconsistent with or in conflict with this Agreement, or which would prevent, limit or impair Employee's performance of any part of this Agreement. Employee agrees to notify Novus immediately if any such interest or obligation arises and to take suitable corrective action to address the concerns of Novus to its satisfaction. Employee further represents and warrants that, if applicable, (i) Employee has duly notified the Bar Council of the State in which Employee is enrolled as an Advocate that Employee has accepted full time employment and wishes to suspend Employee's enrollment while employed at Novus, (ii) Employee has terminated all retainers, engagements or similar arrangements with any third person to advise or provide services, whether legal or otherwise, formal or informal, paid or unpaid, and (iii) Employee has duly withdrawn from any and all legal representations, paid or unpaid, by Employee.