



THE MOOT PROBLEM
SIXTH BRU FOUNDATION MOOT COURT COMPETITION
2025

Kathmandu, Nepal

Oral Hearings

4 – 5 July 2025

Organized by:

Bharat Raj Upreti Memorial Foundation

1. Khumbu Tech Pvt. Ltd. ("**KhumbuTech**") is a private limited company specializing in Geographic Information Systems ("**GIS**") consulting and mapping services. It was registered at the Office of the Company Registrar ("**OCR**") on 4th January 2020. KhumbuTech's registered office is in Anamnagar-29, Kathmandu, Nepal. Over the past five years, KhumbuTech has grown into a talent base of 11 employees, and delivered GIS services to clients across industries, like Alphabet, Uber, & FedEx.
2. Thanos Inc. ("**Thanos**"), is an industry leader in extreme mountaineering and rescue operations, incorporated and headquartered in San Francisco, USA. Thanos is seeking to expand into the Asian mountaineering market but does not wish to trigger local corporate registration.
3. Thanos entered into a 4 year long Employer of Record agreement with KhumbuTech on 1st January 2023. [*Annex 1*] The agreement stipulated that KhumbuTech would provide Thanos with skilled GIS personnel for the development of Project Alaska ("**Alaska/Project**"). The service agreement governed, amongst others, non-compete, non-disclosure, and non-solicitation obligations.
4. Sushant Rai had been working for KhumbuTech as a GIS analyst since 7th March 2020. By late January 2023, KhumbuTech assigned Sushant to lead Alaska as its project manager. On their first coordination call, Sabrina Holmes, the Senior Quality Assurance Engineer representing Thanos, outlined the project expectations. She emphasized that the Project required specialists with expertise in supporting search and rescue operations in extreme terrain.
5. On 10th February 2023, KhumbuTech's HR Manager Karma KC placed a recruitment ad in the Kathmandu Post and MeroJob, calling for applications from experienced GIS Specialists and Search and Rescue (SAR) Specialists. The application deadline was set for 28th February. Sabrina and Sushant were not satisfied with the applications

received. Ten days later, Sushant posted the Merojob ad on KhumbuTech’s official LinkedIn page, describing it as “a rare opportunity to work alongside global leaders in high-risk expedition tech.” Sabrina was also tagged on the LinkedIn post.

6. Sushant led the shortlisting and preliminary interviews through March 2023. Although the service agreement granted KhumbuTech the sole right to make hiring decisions, Sushant requested Sabrina to join the final virtual technical interviews for each position. He stated that her input was essential to ensure the right candidates were selected. Sabrina agreed and sat in on the final round. Abhayaa Gurung was selected as the SAR Specialist. Sajjan Rumba was appointed as the GIS Specialist and Trishna Subba was appointed as the Data Engineer. All four signed their contracts for Project Alaska with KhumbuTech, effective 1st April 2023. *[Annex 2 & 3]* Sabrina named the team, the “**Fantastic Four**”.
7. Karma onboarded the new hires, introducing them to KhumbuTech’s internal policies, annual public leave calendar, performance evaluation and contract renewal cycles. They were also issued official KhumbuTech email accounts.
8. The Fantastic Four were assigned a dedicated floor within KhumbuTech’s office. In addition to KhumbuTech’s décor, Sushant had the floor decorated with Alaska merchandise shipped from Thanos. The merch included wall posters, branded coffee mugs, laptop bags, and down jackets branded with Alaska insignia, which also featured a small Thanos logo. The Fantastic Four were instructed to log their daily attendance and work hours on KhumbuTech’s internal HR management platform on Rigo. Concurrently, Sabrina added the Fantastic Four to Thanos’s various cloud-based platforms specific to Alaska, including Teams, GitHub, and ArcGIS Online, to facilitate day-to-day collaboration with Thanos’s internal staff. The Fantastic Four followed a structured Monday-to-Friday, eight-to-twelve-hour work schedule, and participated in bi-weekly virtual meetings with Sabrina. These meetings served as progress check-ins and opportunities for guidance and feedback for the Fantastic Four

on specific deliverables. Each of the Fantastic Four's quarterly key performance indicators were jointly shaped in consultation with Karma and Sabrina. Leave requests were submitted via Rigo to Karma, but for leave periods exceeding three days, Karma would request that the team first obtain email approval from Sabrina.

9. In December 2023, Sushant represented KhumbuTech at the Asia-Pacific TechConnect Conference in Singapore, where he presented the company's technical capabilities to potential partners and clients. Shortly thereafter, in February 2024, KhumbuTech also sent Sushant to San Francisco to attend a global conference hosted by Thanos for its network of partner organizations. During a sub-session on cross-border collaborations, Sabrina introduced Sushant to other attendees as "our project manager in Nepal." The session was streamed live, with the remaining Fantastic Four members joining remotely.
10. In April 2024, during KhumbuTech's annual appraisal cycle, Karma awarded each of the Fantastic Four with a 5% increment on their compensation package. In August 2024, Sushant informed Karma that he intended to take a career sabbatical, citing burnout from his high-pressure role. He resigned with 30-day notice, and submitted a handover note to Sabrina and Karma. A farewell lunch was held at KhumbuTech in late August 2024, with Sabrina thanking him for his contributions via a Teams call.
11. By the end of November 2024, Sushant had launched a personal website, sushant.builds.gis, which featured his portfolio, and a section titled, *"Assembling a hand-picked crew of engineers, designers, and dreamers,"* along with a contact form.
12. On the afternoon of 25th December 2024, the Fantastic Four decided to have lunch at Café Basantapur. Sushant had begun working as the Senior Project Manager at Neelo Aakash Pvt. Ltd. ("**Neelo Aakash**") from 1st December 2024. Neelo Aakash was a rising firm in the tech consulting and software development space in Nepal. Over plates of momos, the conversation took a reflective turn. Abhayaa, Trishna and Sajjan

vented to Sushant about how they have been feeling weighed down by their workload after Sushant's departure, and disheartened by what they saw as limited career growth at KhumbuTech. Sushant offered a sympathetic ear and remarked, "Maybe it's time to think about the big picture. Sometimes you have to leave old ships to build new rockets," citing his own move to Neelo Aakash as a major step up. Abhayaa added with a chuckle, "Looks like some of our clients are also thinking along the same lines. Thanos hasn't been too pleased lately. I sense that they are thinking of jumping ships as well." Karma, who had also dropped into the Café for a quick coffee, overheard the conversation.

13. On the morning of 1st January 2025, Sushant shared a New Year's greeting in the Fantastic Four's WhatsApp group chat, adding an encouraging note: "It was great seeing you guys over Christmas. If you guys are ever feeling stuck, happy to brainstorm ideas together." Sabrina, who was also in the group chat, screenshotted the message and sent it to Karma before Sushant deleted it 5 minutes later.
14. On 3rd January 2025, Abhayaa shared a LinkedIn post by Sushant that was captioned: "Excited to announce we're hiring data engineers at Neelo Aakash—revolutionizing the future of tech." Her repost included a comment: "Looking forward to seeing how you shake things up in the industry – show them what real innovation looks like!" The post quickly gained traction, appearing on the feeds of several KhumbuTech employees and clientele, including Thanos, who followed all Fantastic Four members on the platform. The job description in the original post referenced capabilities in areas that closely paralleled the specifications of several active, internally managed projects at KhumbuTech.
15. On 4th January, 2025, while en route to a work meeting, Trishna was riding her scooter with Abhayaa as a pillion passenger. At a crossroad, a car collided with Trishna's scooter, resulting in an accident in which Abhayaa sustained serious injuries and lost consciousness. Trishna rushed Abhayaa to Norvic Hospital, where doctors diagnosed Abhayaa with a fractured spine requiring immediate emergency surgery. Abhayaa's

family was informed that she would need 1 year of complete bed rest, with an initial hospital stay of at least 1 month.

16. Immediately after hearing about Abhayaa's accident, on 5th January, 2025, Sushant sent an email to Abhayaa, expressing his concern for her health and wishing her a smooth recovery. Sushant, in his haste, sent the message directly to Abhayaa's professional email address. KhumbuTech had recently started monitoring its employees' email accounts. *[Annex 4]*
17. On 20th January, 2025 Abhayaa wrote to KhumbuTech requesting assistance with reimbursement for her hospital expenses, and informing Karma that her ability to deliver on her responsibilities for Alaska would be impacted for a few months due to the medically prescribed period of bed rest. Karma responded the following day, clarifying that the Company was not liable for her medical costs, as she was engaged as an independent consultant and no contributions had been made to the Social Security Fund on her behalf. However, he stated that, as a gesture of goodwill, the Company would continue her compensation for the remainder of her contract term, despite the suspension of deliverables. *[Annex 5]*
18. However, on 1st February 2025, Abhayaa was informed by Karma in an email that her contract, which was up for renewal at the end of April 2025, would not be renewed and instead terminated effective 3rd March 2025. The email stated that they could not afford to retain a SAR Specialist on prolonged medical absence in light of the developing operational exigencies of Project Alaska. *[Annex 6].*
19. On the morning of 2nd February 2025, Sajjan submitted his resignation letter with 30-day notice to Karma, expressing a lack of trust in the company and dissatisfaction with the way Abhayaa was treated. That same evening, Sajjan posted a photo on Instagram with Sushant, showing the two of them enjoying drinks together. His caption read, *"Friendship endures"*.

20. On 3rd February, 2025, Karma issued a formal notice to Sushant, detailing incidents from November 2024 to February 2025 and demanding payment of NPR 15,00,000 in liquidated damages for breaching the post-termination covenants of his employment contract, specifically the non-solicitation clause. The notice emphasized that Sushant's actions—amid critical operational pressure on Project Alaska— undermined the stability of the Project and adversely affected KhumbuTech's business interests. Sushant responded two days later, calling the allegations “wildly exaggerated” and “a desperate attempt to stifle open professional exchange and personal connections, including healthy online networking essential in today's industry”. *[Annex 7]*.
21. On 5th March 2025, KhumbuTech filed a petition against Sushant Rai at the Labor Court, seeking enforcement of the liquidated damages for his violation of the non-solicitation clause in his employment contract. **[First Petition]** In his response, Sushant Rai asserted that his actions did not constitute a breach of the non-solicitation clause and that the claimed damages were unreasonable.
22. On 6th March 2025, Abhayaa Gurung filed a petition at the Labor Court against Khumbu Tech Pvt. Ltd. and Thanos Inc. claiming wrongful termination and requesting (a) reinstatement as an employee of Thanos Inc. under Section 162 and Section 172 of the Labor Act 2017, (b) compensation under Section 163 of the Labor Act 2017 and (c) any other relief available under prevailing laws. **[Second Petition]**. KhumbuTech submitted a legal response on behalf of both itself and Thanos Inc., asserting that no employment relationship existed between Abhayaa Gurung and KhumbuTech, and that no legal relationship of any kind existed between her and Thanos Inc.
23. The Labor Court has consolidated the First and Second and scheduled a joint hearing for both petitions for 4th July, 2025.
24. Sushant Rai and Abhayaa Gurung are represented by the same legal counsel. Thanos Inc. and KhumbuTech have also retained a joint legal counsel team.

25. KhumbuTech and the Fantastic Four members have sought legal opinions from their respective legal counsels on the following issues prior to the hearing:
- (a) Whether Abhayaa Gurung may be legally characterized as an employee of Khumbu Tech Pvt. Ltd. or Thanos Inc.?
 - (b) Whether Abhayaa Gurung is entitled to any kind of compensation arising from the termination of her engagement with KhumbuTech, under any prevailing statutory or contractual provisions?
 - (c) Whether Sushant Rai's conduct constitutes the breach of a valid and enforceable non-solicitation clause?
 - (d) If so, whether KhumbuTech is entitled to recover liquidated damages of NPR 15,00,000 for said breach?
26. KhumbuTech and the Fantastic Four members have mailed their respective legal counsels on April 30th, 2025 to produce their respective legal opinions latest by 23rd June, 2025. KhumbuTech and the Fantastic Four members have further requested their legal counsels to plead on their behalf based on the legal opinion produced.

ANNEX – 1

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made between:

KHUMBU TECH PRIVATE LIMITED, a company incorporated under the laws of Nepal and having its registered number 9326/075/076 and registered office at Anamnagar-29, Kathmandu, Nepal (hereinafter referred to as the "**Service Provider**", which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

THANOS INC., a company with limited liability, duly incorporated under the laws of the United States of America (U.S.A.), and having its principal office located at 1000 Tech Lane, Suite 300, San Francisco, California 94105, USA (hereinafter referred to as the "**Company**," which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, affiliates, and permitted assigns);

The Service Provider and the Company shall be individually referred to as "**Party**", and jointly as "**Parties**", as the context may require.

WHEREAS:

1. The Company is an industry leader in extreme mountaineering and rescue operations, headquartered in San Francisco, USA and is seeking to expand into the Asian mountaineering market.
2. The Company intends to engage a service provider for providing services as more particularly described in **Annexure-A** (hereinafter referred to as "**Services**").
3. The Service Provider has represented that it has the requisite expertise, necessary & adequate resources and manpower and is fully acquainted with and has experience in providing the Services and is willing to provide the Services.
4. The Company based on the representation of the Service Provider, has agreed to appoint Service Provider for providing the Services, which the Service Provider has agreed to do on the terms and conditions set out in this Agreement.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. The expressions which follow are given these meanings unless the context in which they are used requires a different meaning:
[...]

(d) "**Confidential Information**" means information that is designated as 'confidential' or which by its nature is clearly confidential. Confidential Information includes (without

limitation) any information concerning the technology, technical processes, business processes, procedures, business affairs, financial affairs and finance of either party, its customers, employees and service providers. Each party's security procedures and the layout of premises are also included within the definition of Confidential Information. Confidential Information may take the form of documents, technical specifications, unpublished patent specifications, data, drawings, plans, processes, photographs, databases, computer software in disk, cassette, tape or electronic form and data storage or memory in, and items of, computer hardware;

- (e) "**Effective Date**" means 1st January 2023;
- (f) "**Good Industry Practice**" means the standard of skill, care, knowledge, reliability, professionalism and foresight which would reasonably and ordinarily be expected from an experienced person engaged in providing services which are the same as, or similar to, the Services;
- (g) "**Intellectual Property Rights**" means any of these rights, namely, patents, trade marks, rights in designs, get-up, trade, business or domain names, copyrights including rights in computer software and databases (including database rights) and topography rights (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them), and where applicable any goodwill therein;
- (h) "**Materials**" means all goods, software, records, reports, documents, ideas, know-how, drawings, data, information, inventions and papers, other materials and Materials (whether in documentary, electronic or other form) authored, produced, created, conceived, collected, developed, discovered or produced by or on behalf of Service Provider for Company as part of the Services;
- (i) "**Services**" means the services to be provided by Service Provider under this Agreement as set out in detail in **Annexure A**, including the production of the Materials; and
- (j) "**Service Charges**" means the service fees payable by the Company to the Service Provider in relation to the Services provided by Service Provider as per the terms and conditions set out in this Agreement and Annexure A.
- (k) "**Term**" means a period of forty-eight (48) months commencing on the Effective Date.

2. SCOPE OF SERVICE

- 2.1. The Service Provider agrees and undertakes to carry out the Services in accordance with the terms of this Agreement and the obligations indicated and described in **Annexure – A** hereof (which is made an integral part of this Agreement). The scope of Services under this

Agreement may be increased or decreased upon mutual discussion and agreement between the Parties.

- 2.2. Service Provider undertakes to Company that the Services will be performed in accordance with the obligations agreed in writing as set out in this Agreement and in accordance with all applicable laws, rules, regulations, orders, licences, permits, Company's policies and procedures and other governmental requirements. If an Annexure does not set forth a schedule or milestone for the performance of the Services, then Service Provider will perform such Services in accordance with Good Industry Practice.
- 2.3. In the event of any conflict or inconsistency between them, the terms of the main body of this Agreement will prevail over the terms of the Annexure, and the relevant provisions of the Annexures should be construed accordingly.

3. OBLIGATIONS OF SERVICE PROVIDER

- 3.1. The Service Provider shall carry out the Services and perform its obligations and undertakings under this Agreement in accordance with the highest standards of professionalism and at a service level sufficient, appropriate and necessary to provide the Services under this Agreement. The Service Provider shall strictly adhere and comply with the terms and conditions of this Agreement, including subsequent policy/guidelines as may be issued from time to time by the Company with due intimation to the Service Provider.
- 3.2. The Service Provider shall ensure that the Services are rendered without delay and in accordance with the obligations of the Service Provider under this Agreement. In case of delays caused by the willful default or negligence of the Service Provider or its failure to comply with any of its obligations in this Agreement upto the satisfaction of the Company, the Service Provider shall be liable to the Company for rectifying such Services and indemnifying the Company as per this Agreement.
- 3.3. The Service Provider shall control the manner and means of performing and carrying out the Services and it shall complete the same according to its own means and methods of work. Company shall have the authority to provide the Service Provider with recommendations relating to the Services as defined in Annexure – A. Nothing in this Agreement shall be construed as creating an agency relationship between Company and the Service Provider.
- 3.4. The Service Provider shall ensure that the Company will not be made liable to any claim or damages or compensation to the extent such claim arises from the Service Provider's failure to perform the Services in accordance with the applicable laws. The Service Provider shall always keep the Company fully indemnified against any such claim or damage.
- 3.5. The Service Provider shall be free to take up any other assignment which is not inconsistent with the proper discharge of its obligations under this Agreement.

- 3.6. The Service Provider shall not, at any time or during the Term of the Agreement or thereafter, without previous consent in writing of Company, disclose or divulge except under legal obligation, any of the affairs or Confidential Information which have been disclosed or are /become known to the Service Provider, to any other person or use or attempt to use any information in any manner which may cause loss to or be calculated to cause loss to Company.
- 3.7. The Service Provider shall not make any commitment or give any undertaking, whether written or oral, on behalf of the Company, which Service Provider is not authorized to do in writing by the Company, or make any public announcements about their relationship with the Company.
- 4.1 In consideration of the satisfactory Services rendered by the Service Provider, the Company shall pay Service Charges as detailed out in Annexure-A to the Service Provider.
- 4.2 The Service Provider shall raise the bill on a monthly basis for the Services performed during the previous month. The Company shall pay the Service Charges within 30 Days after receipt of bill along with supporting documents from the Service Provider.
- 4.3 All billings for the Services must be original billings, true and accurate and accompanied by complete documents fully supporting such billing and such other documents that the Company may require from the Service Provider from time to time.
- 4.4 The Company and the Service Provider shall mutually agree vide exchange of letter(s) any increase or decrease in the Service Charges to be paid under this Agreement.

4. TAXES AND OUTGOINGS:

- 4.1. The Service Provider shall be solely responsible for all compliances and payment of any and all the outgoings, levies, charges, fees, applicable taxes including goods and services tax), payable either now or in future, to the tax authorities on the Services provided by the Service Provider hereunder. The Company shall be responsible for payment of goods and services tax, to the Service Provider only if and to the extent charged on the Tax Invoice being raised by the Service Provider for the Services provided by the Service Provider hereunder.
- 4.2. [...]

5. COMPLIANCE

- 5.1. The Service Provider shall comply with all laws, rules and regulations of Nepal insofar as they are binding upon or affect the Service Provider and the Services to be performed herein;

- 5.2. The Service Provider shall obtain and maintain all registrations, consents, approvals, licenses, permits etc. from the appropriate government agency(ies) required as per the applicable Nepal laws for the Term of this Agreement, failing which would constitute a ground for termination of this Agreement and the Service Provider shall fully indemnify the Company for any and all liabilities and losses which it may incur as a result of such failure;
- 5.3. The Service Provider shall remain solely responsible and liable for payment of all salaries, wages, fees etc. (which shall not be less than the minimum wages prescribed by the Government of Nepal) and other legal dues to the employees, employed by it for the purpose of this Agreement and that the employees engaged by it will be deemed to be its employees and the Service Provider will be entirely responsible for compliance of all laws and rules governing employment of such employees including without limitation, payment of social security contribution inclusive of provident fund and gratuity, payments with respect to employees' medical and accident insurance etc. and it will indemnify and keep the Company indemnified against the breach of the same.
- 5.4. The Service Provider shall ensure and remain bound for compliance of all statutory requirements with regard to its employees including but not limited to the Labor Act 2017 (2074), the Labor Regulation 2018 (2075), Sexual Harassment at Workplace (Prevention) Act 2014 (2071), Child Labor (Prohibition and Regulation) Act 2000 (2056), Safe Motherhood and Reproductive Health Rights Act 2018 (2075), Contributions based Social Security Act 2017 (2074), Contribution based Social Security Regulation 2018 (2075), Social Security Schemes Operation Directives, 2018 (2075), Bonus Act 1974 (2030), Bonus Regulation 1982 (2039) etc. and shall indemnify and keep indemnified the Company against any claim on the Company in this regard including but not limited to any claims, damages or compensation that might become payable in relation to the employees of the Service Provider in the event of an accident resulting in any injury or death of an employee of the Service Provider while performing his/her duties. Further, the Service Provider shall always maintain proper books, records and documents and comply with any and all the statutes, rules and regulations, which are applicable.
- 5.5. The Company shall be in no manner be answerable or accountable for any incident or injury of any kind which may occur to any party, including the employees, personnel or agents of the Service Provider or any person acting for and on behalf of the Service Provider during the Term of this Agreement and consequent upon the performance by the Service Provider of the work and Services and its compliance with its undertakings and obligations under this Agreement, nor for any injury, loss or damage to any such persons arising from the fault, fraud, negligence, defect or carelessness of the Service Provider or anyone in its employment or acting for and on its behalf. Accordingly, the Service Provider hereby covenants and agrees to assume, as it does assume, all liabilities for any such injury, loss or damage and to render the Company free and harmless therefrom.

6. REPRESENTATIONS & WARRANTIES BY SERVICE PROVIDER

- 6.1. The Service Provider has agreed and represented that:
- (a) it is an independent and distinct legal entity;
 - (b) it shall have proper infrastructure, man power and resources to provide the agreed Services.
 - (c) it shall maintain all statutory records in respect of the employees engaged by it and issue them letter of appointment stating their job, period of employment, salary and other terms and conditions of service and maintain their attendance, salary and other statutory records.
 - (d) it shall have direction, control and supervision in respect of persons deployed.
 - (e) it shall have been enrolled in Social Security Fund under the Contribution Based Social Security Act, 2017 (2074) and its regulations and all employees deployed by it should be enrolled under the same.
 - (f) the execution and performance of this Agreement does not and shall not violate any provision of any existing arrangement, law, rule, regulation, order or judicial pronouncement.
 - (g) it will provide such cooperation as the Company reasonably requests in order to give full effect to the provisions of this Agreement;
 - (h) it is clearly understood that the persons employed by the Service Provider shall not be deemed to be the employees of the Company and shall have no relationship of employer and an employee or master and servant with the Company.

7. TERM & TERMINATION

- 7.1. Term: Subject to the provisions below, this Agreement shall be valid and in operation for a period of four years from the Effective Date, unless mutually extended in writing. Effective Date shall mean 1st January 2023. This Agreement can be renewed by the Parties, for such periods as maybe mutually agreed, in writing.
- 7.2. Termination: Either Party shall be entitled to terminate this Agreement by giving 90 (Ninety) days' notice in writing to the other, with or without assigning any reasons, therefore.
- 7.2.1 In case of breach by the Service Provider of any of its, representations, warranties, obligations or terms and conditions of this Agreement, the Company, notwithstanding any other relief that might be available to it under this Agreement and notwithstanding the fact that the breach was not cured even 30 (thirty) days after receiving written notice from it, may terminate this Agreement forthwith.
- 7.2.2 This Agreement will be terminated automatically, without any notice, if the Service Provider:
- a. Is adjudicated bankrupt;
 - b. Files a voluntary petition for bankruptcy;
 - c. Makes a general assignment for the benefit of the creditors;

d. Is unable to meet its obligation under the normal course of business; and

7.3. Consequences Upon expiry or termination:

- 7.3.1 Upon expiry or termination of this Agreement in any manner and for any cause, neither Party shall be liable to the other, either for compensation or for damages of any kind or character whatsoever, of present or prospective profits or discounts on sales or anticipated sales, or expenditures, investments or commitments or special, punitive, remote or consequential damages or losses made in connection therewith.
- 7.3.2 In the event the Agreement is terminated due to any default or failure on the part of the Service Provider to perform and observe the terms and conditions of the Agreement, then without prejudice to any other right that might be available to the Company, expressed or implied, it shall be in lawful for the Company to engage some other Service Provider and the Service Provider in such event shall be liable to reimburse the Company in respect of all additional expenses that the Company might incur in consequence thereof. The Service Provider shall be also responsible, at no additional cost, to ensure smooth handing over of the operations to the new Service Provider during the transition period.
- 7.3.3 It is understood that in such cases the Company shall be at liberty to adjust such additional expenses against any money that may due from the Company to the Service Provider as far as available, and so far as it is not adjusted, the Service Provider shall be liable to pay the same to the Company on demand.
- 7.3.4 Termination is without prejudice to any other right or remedy of the Parties. Termination of this Agreement does not release either Party from any liability which, at the time of termination, has already accrued to the other Party or which may accrue in respect of any act or omission prior to termination or from any obligation that is expressly stated to survive the termination;
- 7.3.5 The Service Provider shall return any and all Company property in its possession. All original documents (confidential or not) or other materials belonging and pertaining to the Company shall be returned to the Company by the Service Provider immediately.
- 7.3.6 Clauses related to Confidentiality, Data Protection, Jurisdiction & Indemnity shall survive the expiry or termination of this Agreement.

8. INDEMNITY

- 8.1. The Service Provider will indemnify, defend and hold harmless the Company and their respective officers, directors, employees and agents (collectively the "Indemnified Persons") from and against any and all losses, actions, claims, costs, liabilities, judgments,

expenses or damages (including without limitation reasonable attorney's fees) that the Indemnified Persons may incur or suffer or likely to incur or suffer as a result of:

- (a) Breach of any terms, conditions, obligations, representations and warranties under this Agreement;
- (b) Violation of applicable laws or non-compliance with the regulatory/legal requirements and compliances;
- (c) Any damage to real property and tangible personal property;
- (d) Fraud, negligence, misconduct, wrongful acts of omission or commission on the part of the Service Provider or its employees, agents or its representatives.

9. FORCE MAJEURE:

- 9.1. In the event that either Party hereto shall be rendered wholly or partly unable to carry out its obligations under this Agreement by reason of causes beyond its reasonable control including but not limited to, fire, flood, explosion, action of the elements, acts of God, accidents, epidemics, strikes, lockouts or other labour trouble or shortage, inability to obtain or shortage of material, equipment or transportation, insurrections, riots or other civil commotion, war, enemy action, acts, demands or requirements of the Governments in any state or by other causes (the "Force Majeure"), then the performance of the obligations of either Party or both as they are affected by such Force Majeure causes shall be excused during the continuance of any inability so caused, but such inability shall as soon as possible be remedied. Notwithstanding anything to the contrary continued in this Clause, in case the Force Majeure event lasts for more than 30 (thirty) days, this Agreement shall stand automatically terminated.
- 9.2. In the event this Agreement is so terminated, the Service Provider shall be paid all Service Charges actually due for the Services already performed up to the date of termination.

10. GOVERNING LAW & JURISDICTION

This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the laws of Nepal. In the event of any dispute or difference arising between the Parties in connection with this Agreement, the Parties shall first endeavor to resolve the dispute amicably through direct negotiations. If the Parties are unable to reach an amicable settlement within thirty (30) days from the commencement of negotiations, the dispute shall be submitted to the competent courts of Nepal, which shall have exclusive jurisdiction.

11. CONFIDENTIALITY

- 11.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and may not be disclosed to any Person. The Service Provider shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of Company. Disclosure of such information shall be

restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information.

- 11.2. The Service Provider shall ensure that its staff/employees/personnel/resources shall not, at any time during the continuance of this Agreement and/or following its termination, divulge, disclose or make known any accounts, matter, information, record, data, information or transaction (whether in electronic or physical form) relating to the Company's affairs, to any third party/ person, without the written consent of the Company to do so. For any breach of the aforesaid obligation, the Service Provider shall indemnify the Company for the loss or damage incurred.
- 11.3. The Service Provider further undertakes to ensure that all personnel assigned under this Agreement enter into individual non-disclosure agreements, or that non-disclosure obligations are incorporated into their employment contracts thereby restraining them from disclosing the sensitive nature of the work undertaken by them for the Company.
- 11.4. The Service Provider further undertakes to ensure that all personnel assigned under this Agreement enter into individual non-solicitation agreements, or that equivalent non-solicitation obligations are incorporated into their employment contracts, thereby preventing them from directly or indirectly soliciting or attempting to solicit the Company's employees, clients, or contractors for the duration of their assignment and for a reasonable period thereafter.
- 11.5. The Service Provider further undertakes to ensure that all personnel assigned under this Agreement enter into individual non-compete agreements, or that equivalent non-compete obligations are incorporated into their employment contracts, thereby restricting them from engaging in any business or activity that competes with the Company's operations, either directly or indirectly, during the term of their assignment and for a reasonable period following its conclusion.
- 11.6. The Service Provider further acknowledges and agrees that in the event of breach of these provisions, the Company shall be entitled to an injunction restraining such breach or threatened breach without having to prove actual damages or threatened irreparable injury/harm. Such injunctive relief as the Company may obtain shall be in addition to all of the rights and remedies available at law and in equity.
- 11.7. This confidentiality obligation does not apply to any information which was / is in public knowledge and/or domain.

12. DATA PROTECTION

- 12.1. Notwithstanding anything contained to the contrary in this Agreement, Service Provider hereby agrees to comply with applicable data protection laws while performing the Agreement:
 - (a) Service Provider confirms that they shall not seek to collect 'sensitive data' as per applicable laws in Nepal from any person/reference/entity etc. All duties and

responsibilities with regards to such sensitive data collected shall be with the Service Provider and that Company shall not be held responsible for storing, processing, and using sensitive data.

(b) [...]

13. INSPECTION AND AUDIT

The Company may undertake regular assessment and evaluation of the performance of the Service Provider under this Agreement. The Company may conduct regular review and audit of the records and operations of the Service Provider to verify and/or ensure compliance by the Service Provider with the terms and conditions of this Agreement and the applicable laws that are connected with or in relation to this Agreement. The Service Provider shall allow the Company representative(s), at any time, to inspect the records and operations. While the Company reserves the right to inspect the work performance and compliance, such inspection shall not relieve the Service Provider of its responsibility for compliance with all the specifications and applicable laws.

14. NOTICE OF THE PARTIES

Except as otherwise provided elsewhere in this Agreement any notice to be given to the Parties to this Agreement shall be in writing and shall be posted/sent by registered cover or by courier at the address given herein above or at such other address as the Party may intimate in writing to the other. The notice served shall be effective from the date mentioned therein.

15. MISCELLANEOUS

- 15.1. Independent Relationship: Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party and the relationship shall be on principal to principal basis. There shall be no employer employee relationship between the Company and the Service Provider and its employees.
- 15.2. Time: Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 15.3. Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 15.4. Counterparts: This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same

document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

- 15.5. Variation: No variation of this Agreement (including its Annexures) shall be binding on any Party unless such variation is in writing and signed by each Party.
- 15.6. Severability: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS WHEREOF THESE PRESENTS HAVE BEEN EXECUTED ON BEHALF OF THE PARTIES HERETO AT THE PLACE AND AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signed by for and on behalf of
COMPANY

Signed
Name: Ryan Locke
Designation: Chief Executive Officer

In the presence of

Signed
Name: Pam McGuire

Signed by for and on behalf of **SERVICE PROVIDER**

Signed
Name: Rita Mainali
Designation: Chief Executive Officer

In the presence of

Signed
Name: Ramesh Shah

ANNEXURE-A

This Annexure-A forms part of the Master Service Agreement ("**Agreement**") between Service Provider and the Company, and outlines the Service Charges, distribution of roles, responsibilities, and deliverables for Project Alaska relating to the provision of the Services in accordance with the terms of the Agreement.

1. **Objective of Project Alaska**

The primary objective of Project Alaska is to develop and implement GIS (Geographic Information Systems) services, mapping tools, and data solutions to support search and rescue operations in extreme terrain for the Company' mountaineering and rescue operations.

2. **Project Alaska Timeline**

The Service Provider and the Company agree to the following timeline and key milestones for Project Alaska:

- (a) Project Start Date: 1st January 2023
- (b) Project End Date: 31st December 2026
- (c) **Phase 1 (January 2023 – June 2023):** Staff recruitment, onboarding, and initiation of preliminary GIS data collection for terrain mapping.
- (d) **Phase 2 (July 2023 – December 2023):** Implementation of data collection, refinement of GIS mapping, initial prototype development.
- (e) **Phase 3 (January 2024 – December 2024):** Finalization of mapping products and operational support for extreme terrain search and rescue operations.
- (f) **Phase 4 (January 2025 – December 2026):** Long-term support, project maintenance, and updates based on field data and evolving operational needs.

3. **Services Charges**

The Company shall pay the Service Provider a monthly Service Charge for the provision of personnel for the duration of the Agreement, as detailed in the schedule below. All payments shall be made on a monthly basis, either by account payee cheque or through bank transfer, to the Service Provider's account maintained with Nabil Bank Ltd., Account Number: 05603201501548. The applicable Service Charge shall consist of the total monthly personnel costs incurred by the Service Provider, plus an additional twenty percent (20%), calculated on the total monthly personnel costs, as outlined below:

S.N.	Personnel	Amount (In NPR per/month)
1.	Search and Rescue (SAR) Specialist	N.Rs. 1,20,000.00
2.	GIS Analyst	N.Rs. 1,50,000.00
3.	Project Manager	N.Rs. 2,00,000.00
4.	Data Engineer	N.Rs. 1,50,000.00
	Total Monthly Personnel Cost	N.Rs. 5,20,000.00

4. Responsibilities of the Service Provider

The Service Provider shall be responsible for the following:

- 4.1. Recruitment: The Service Provider shall identify and recruit qualified personnel required for Project Alaska, ensuring that the recruited team possesses the necessary technical and operational capabilities as required and communicated by the Company. The Service Provider shall manage recruitment advertisements, candidate vetting, and interviews, incorporating input from the Company as necessary.
- 4.2. Employee Onboarding and Human Resources Administration: The Service Provider shall handle all human resources-related activities, including onboarding, employment contracts, benefits administration, and orientation for selected personnel. The Service Provider shall provide standard employment benefits, including leave entitlements, insurance, social security coverage, and performance evaluations. The Service Provider shall maintain internal records for all project team members, including leave balances and performance documentation.
- 4.3. Employee Supervision and Management: The Service Provider shall oversee the daily activities, workflow, and performance of the project team. The Service Provider shall provide regular reports and updates to the Company regarding the team's performance, progress on milestones, and deliverables. The Service Provider shall conduct quarterly performance evaluations of project team members in consultation with the Company. Such evaluations will be based on rubrics provided by the Company and will assess technical competency, quality of deliverables, and adherence to deadlines. The Service Provider shall address personnel issues, grievances, and manage internal disputes in a timely manner. The Service Provider shall ensure the overall success of the project and that all deliverables meet the technical standards specified by the Company.
- 4.4. Infrastructure and Equipment: The Service Provider shall provide all necessary infrastructure, tools, and equipment (e.g., software licenses, workstations, and internal systems) required for team members to perform their duties effectively.

- 4.5. Compliance with Local Regulations: The Service Provider shall ensure full compliance with applicable local laws and regulations governing the employment of staff, including handling all required local filings and obligations related to taxation, social security, and employment insurance.
- 4.6. Consultants for Specialized Tasks: The Service Provider may engage independent consultants for specific or specialized tasks related to Project Alaska. Such consultants shall meet the required qualifications and expertise. The Company shall be informed of such engagements and involved in the approval process for critical roles or responsibilities.

5. Responsibilities of the Company

The Company shall be responsible for the following:

- 5.1. The Company shall provide strategic direction and coordination related to the development of Project Alaska.
- 5.2. The Company shall assign the Company's internal staff to collaborate with the Service Provider's team and shall grant the Service Provider's team access to relevant Company platforms and tools (e.g., ArcGIS Online, Microsoft Teams, GitHub).
- 5.3. The Company shall define project deliverables and offer input on key technical matters to ensure alignment with the unique needs of the project.
- 5.4. The Company shall organize and lead bi-weekly project meetings to deliver feedback and receive progress updates to maintain project alignment.
- 5.5. The Company shall participate in ad-hoc technical consultations with the Service Provider as necessary.
- 5.6. The Company shall ensure timely payment for services rendered in accordance with the terms outlined In the Agreement.
- 5.7. The Company shall approve and reimburse any additional project-related expenses, including travel and training, in a timely manner.

ANNEX – 2

EMPLOYMENT AGREEMENT

THIS PROJECT-BASED EMPLOYMENT AGREEMENT (the “Agreement”) is entered on 1st April 2023 (“**Effective Date**”) at Khumbu Tech Pvt. Ltd.

BY AND BETWEEN:

KHUMBU TECH PRIVATE LIMITED, a private company registered under the laws of Nepal with its registration number 9326/075/076, and having its registered office at Anamnagar-29, Kathmandu, Nepal (the “**Employer**” or “**Company**”).

AND

SUSHANT RAI, son of Purna Rai, a citizen of Nepal, bearing Nepali citizenship number 34567, issued from Lalitpur District, having permanent residence at Bhaisepati-02, Lalitpur (hereinafter referred to as the “**Employee or You**”).

The Employer and the Employee are hereinafter collectively referred to as the “**Parties**”, and individually as the “**Party**”.

RECITALS:

A. WHEREAS, the Employer is engaged in GIS (Geographic Information Systems) consulting and mapping services.

NOW THEREFORE, in consideration of the mutual facts, promises and covenants herein, the Parties hereto enter into this Agreement with free consent under the following terms and conditions:

TERMS AND CONDITIONS OF EMPLOYMENT

1. DURATION OF ENGAGEMENT

- 1.1. You are hereby appointed in a project-based employment in the position of Project Manager for the Project Alaska (“**Project**”) to be effective from 1st April 2023 (“**Effective Date**”) to 30th March 2027, unless otherwise decided by the Employer. The Employer reserves the right to either renew or not renew this Agreement at its sole discretion.
- 1.2. Notwithstanding anything above, your engagement under this Agreement shall be subject at all times to the availability of adequate funding for the Project. In the event of suspension, reduction, or termination of funding, the Employer reserves the right to terminate your employment by providing prior written notice in accordance with Clause 17 of this Agreement.

[...]

3. WORKING HOURS AND WORKPLACE

- 3.1. The Employee shall work 8 hours a day and 40 hours a week. The regular working hours, under normal circumstances, are between 9:00 to 18:00 inclusive of a lunch break of 1 hour. The regular workweek shall be of 5 (five) days from Monday to Friday. However, as required by the Employer, working hours and/or working shifts shall be scheduled to accommodate operational needs.
- 3.2. The primary place of work of Employee will be at the registered office of the Company. However, the Employee may be transferred or seconded or deputed to any office, branch or workplace as required by the Employer.

4. DUTIES, RESPONSIBILITIES AND REPORTING

- 4.1. [...]
- 4.2. The Employee shall report to the Company's Human Resources (HR) Manager or to such other person nominated by the Company's HR Manager.

5. REMUNERATION AND BENEFITS

- 5.1. As full compensation for all services provided by the Employee, the Employer shall pay the remuneration ("**Remuneration**") subject to withholding tax as applicable under the prevailing laws of Nepal. The Remuneration shall be deposited on a monthly basis in the Employee's bank account provided by the Employee. The detailed structure of your monthly Remuneration package is provided as below:

Monthly Remuneration Package: NPR 2,00,000

Level	Monthly Basic Salary	Monthly Allowance
Project Manager	NPR 1,20,000	NPR 80,000

- 5.2. Employee shall be entitled to deposit at Social Security Fund, Festival Allowance and Bonus as prescribed by the prevailing laws of Nepal.

[...]

7. LEAVE AND AUTHORIZATION

- 7.1. The Employee will be entitled to leave as prescribed by the prevailing Labor Act.
- 7.2. [...]
- [...]

9. DUTY TO MAINTAIN CONFIDENTIALITY

- 9.1. The Employee shall maintain strict confidentiality of all Confidential Information of the Employer.
- 9.2. “Confidential Information” means any non-public information that relates to the actual or anticipated business, research or development of the Employer, or to the Employer’s technical data, trade secrets, or know-how including but not limited to, research product plans, or other information regarding the Employer’s products or services and markets therefore, customer lists and customers (including but not limited to, customers of the Employer on which the Employer called or with which the Employee may become acquainted with during the term of the employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing finances, and other business related information.
- 9.3. The Employee acknowledges and agrees that he/she will not during his/her employment with the Employer, disclose or divulge, communicate, use to the detriment of the Employer or for the benefit of any other person including but not limited to future employers, or misuse in any way, any Confidential Information unless first authorized to do so in writing by the Employer.
- 9.4. The Employee also acknowledges that any unauthorized disclosure of the Confidential Information will violate confidentiality protected under the prevailing laws.
- 9.5. In consideration of the Remuneration paid by the Employer to the Employee, this non-disclosure Clause shall survive the termination or expiration of this Agreement and shall remain in full force and effect for a period of six (6) months thereafter.
- 9.6. In the event of any breach of Clause 9.1 to Clause 9.5 of this Agreement, the Employee agrees to pay the Employer liquidated damages in the amount of NPR 15,00,000/- (Nepalese Rupees Fifteen Lakhs Only) ("Liquidated Damages"). The Employee acknowledges that any such breach is likely to cause significant harm to the Employer, including but not limited to loss of business, damage to goodwill, and other measurable financial or reputational losses. The Employee agrees that Liquidated Damages is a reasonable estimate of the anticipated loss or actual harm that the Employer is likely to suffer and is intended to serve as fair compensation for the damages incurred. The payment of the Liquidated Damages shall not cause the restrictions set out in Clauses 9.1 to 9.5 to cease to have effect. In the case of persistent breach, the Liquidated Damages shall be payable for each breach. This Clause is without prejudice to the Employer’s right to seek any other remedies available under this Agreement or at law, including the right to seek injunctive relief to prevent or restrain further breach.
- 9.7. The Employee agrees that the Liquidated Damages shall be payable without the need for legal proceedings and shall be payable within 30 days of the issuance of Employer’s written demand or shall be payable within the number of days and manner specified by the Employer in their written demand. This Clause is without prejudice to the Company’s right

to seek any other remedies available to the Company under this Agreement or at law, including the Company's right to prevent breach by way of an interim injunction.

- 9.8. The obligations under this Clause 9 shall not prevent the parties from disclosing Confidential Information if required by law or as ordered by a competent court or tribunal.

10. NON- COMPETITION

- 10.1. In consideration of the Remuneration paid by the Employer to the Employee, during the term of this Agreement and for a period of three (3) months following the termination or expiration of this Agreement due to whatsoever reason, the Employee shall not, directly or indirectly (a) in any manner whatsoever engage in any capacity with any business competitive with the Employer's current lines of business or any business then engaged in by Employer; or (b) have any interest as owner, sole proprietor, shareholder, partner, lender, director, employee, consultant, agent or otherwise in any business competitive with the Employer's business.
- 10.2. In the event of any breach of Clause 10.1 of this Agreement, the Employee agrees to pay the Employer liquidated damages in the amount of NPR 15,00,000/- (Nepalese Rupees Fifteen Lakhs Only) ("Liquidated Damages"). The Employee acknowledges that any such breach is likely to cause significant harm to the Employer, including but not limited to loss of business, damage to goodwill, and other measurable financial or reputational losses. The Employee agrees that the Liquidated Damages is a genuine pre-estimate of the loss that the Employer is likely to suffer and is intended to serve as fair compensation for the damages incurred. The payment of the Liquidated Damages shall not cause the restrictions set out in Clauses 10.1 to 10.2 to cease to have effect. In the case of persistent breach, the Liquidated Damages shall be payable for each breach. This Clause is without prejudice to the Employer's right to seek any other remedies available under this Agreement or at law, including the right to seek injunctive relief to prevent or restrain further breach.
- 10.3. The Employee agrees that the Liquidated Damages shall be payable without the need for legal proceedings and shall be payable within 30 days of the issuance of Employer's written demand or shall be payable within the number of days and manner specified by the Employer in their written demand. This Clause is without prejudice to the Company's right to seek any other remedies available to the Company under this Agreement or at law, including the Company's right to prevent breach by way of an interim injunction.
- 10.4. The obligations under this Clause 10 forms an integral part of the terms and conditions governing this Agreement as the Employee holds a very special position of trust with the Company.

11. NON- SOLICITATION

- 11.1. In consideration of the Remuneration paid by the Employer to the Employee, during the term of this Agreement and for a period of six (6) months following the termination or

expiration of this Agreement, the Employee agrees that, unless expressly consented by Employer in written form, the Employee shall not:

- (a) Solicit, approach, employ, offer to employ, endeavor directly or indirectly to entice away clients, customers, employees, contacts of the Employer within or outside Nepal employed as at or after the date of such termination, or in the year preceding such termination for the purpose of doing business with such persons which is in direct or indirect competition with the Employer;
 - (b) In the course of any business concern within Nepal which is in direct or indirect competition with the Employer, offer to employ, facilitate the employment, engage or otherwise endeavor by whatsoever means to entice away from the Employer any person, employee, consultants or business relation associated with the Employer;
 - (c) Represent yourself as connected with the Employer and/or its group companies or affiliates in any capacity, other than as a former employee, or use any registered names or trading names associated with the Employer and/or its affiliates.
- 11.2. In the event of any breach of Clause 11.1 of this Agreement, the Employee agrees to pay the Employer liquidated damages in the amount of NPR 15,00,000/- (Nepalese Rupees Fifteen Lakhs Only) ("Liquidated Damages"). The Employee acknowledges that any such breach is likely to cause significant harm to the Employer, including but not limited to loss of business, damage to goodwill, and other measurable financial or reputational losses. The Employee agrees that the Liquidated Damages is a genuine pre-estimate of the loss that the Employer is likely to suffer and is intended to serve as fair compensation for the damages incurred. The payment of the Liquidated Damages shall not cause the restrictions set out in Clauses 11 to cease to have effect. In the case of persistent breach, the Liquidated Damages shall be payable for each breach. This Clause is without prejudice to the Employer's right to seek any other remedies available under this Agreement or at law, including the right to seek injunctive relief to prevent or restrain further breach.
- 11.3. The Employee agrees that the Liquidated Damages shall be payable without the need for legal proceedings and shall be payable within 30 days of the issuance of Employer's written demand or shall be payable within the number of days and manner specified by the Employer in their written demand. This Clause is without prejudice to the Company's right to seek any other remedies available to the Company under this Agreement or at law, including the Company's right to prevent breach by way of an interim injunction.
- 11.4. The obligations under this Clause 11 forms an integral part of the terms and conditions governing this Agreement as the Employee holds a very special position of trust with the Company.

12. INDEMNIFICATION

- 12.1. The Employee hereby agrees to indemnify and hold the Employer harmless from all losses, liabilities, claims and damages (including lawyer's fees) which may arise out of or as a result of any of his/her unauthorized act in contravention of this Agreement. Any payment

according to the provision in this Agreement shall be without prejudice to the right the Employer expressly reserves to engage proceedings against the Employee in compensation for the financial and moral damage actually suffered by the Employer, as well as the legal and administrative expenses related to such proceedings.

15 INTERNAL EMPLOYMENT REGULATION

15.1 During employment with the Employer, the Employee shall comply with the internal By-Laws, and other policies of the Employer and all lawful and reasonable instructions issued by the Employer from time to time.

15.2 [...]

[...]

17 TERM, NOTIFICATION AND TERMINATION

17.1 The appointment of the Employee shall be effective from the Effective Date subject to reference checks.

17.2 The employment of the Employee will be terminated upon the completion of the term specified in this Agreement unless otherwise terminated earlier for any reason.

17.3 The employment Agreement may be extended upon the mutual agreement of the Parties.

17.4 Additionally, the employment of the Employee may also be terminated on the following events/circumstances:

a) The Employee may voluntarily resign from his/her employment with the Employer by providing an advance notice as per this Agreement.

b) The employment of the Employee with the Employer shall be terminated on such grounds and circumstances as provided in the prevailing labor laws.

17.5 Except in case of termination of employment on the grounds of misconduct, any party intending to terminate employment may do so by providing prior written notice in advance as follows:

Notice Period	Employed Duration
1 (One) day	Employed for up to 4 (four) weeks
7 (Seven) days	Employed for 4 (four) weeks to 1(one) year
30 (Thirty) days	Employed for more than 1(one) year

17.6 Any Party may provide Remuneration in lieu of notice period as per the legal requirement.

[...]

20 GOVERNING LAW AND DISPUTE RESOLUTION

20.1 This Agreement shall be governed and construed in accordance with the prevailing laws of Nepal.

20.2 Any dispute or difference arising between the Parties in connection with this Agreement shall be attempted to be settled amicably between the parties within fifteen (15) days,

following procedures as per the By-Laws of the Employer. If the dispute cannot be settled in an amicable manner, then such dispute shall be submitted to the competent courts of Nepal.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and acknowledged by the Parties as of the date first above

[Signing Page Follows]

FOR AND BEHALF OF THE COMPANY

Signed

Karma KC
HR Manager

FOR AND BEHALF OF THE EMPLOYEE

Signed

Sushant Rai
Project Manager

ANNEXURE I

KEY RESPONSIBILITIES AND FUNCTIONS OF EMPLOYEE:

The Employee shall be responsible for the following duties and activities:

- a) Lead and oversee the planning, execution, and completion of Project, ensuring that project objectives, timelines, and budgets are met.
- b) Serve as the primary point of contact for all project-related communications, both internally within the Company and externally with clients, vendors, and stakeholders.
- c) Supervise and coordinate the Project team, assign tasks, set performance expectations, and monitor progress to ensure effective Project delivery.
- d) Provide guidance, mentorship, and performance feedback to team members involved in Project.
- e) Ensure that all technical outputs are aligned with Project requirements and industry standards.
- f) Develop detailed Project plans, schedules, and resource allocation strategies.
- g) Identify Project risks and implement risk mitigation strategies to minimize Project disruptions.
- h) Maintain effective communication with clients and stakeholders, addressing queries and concerns promptly.
- i) Represent the Company in meetings, presentations, and consultations related to Project.
- j) Promote the use of best practices in Project management and GIS technologies.
- k) Perform any other duties and responsibilities as may be reasonably assigned by the Company from time to time, consistent with the role of Project Manager.

ANNEX – 3

CONSULTANT AGREEMENT

THIS **CONSULTANT AGREEMENT** (the "**Agreement**") is entered into as of 1st April 2023 at Khumbu Tech Pvt. Ltd.:

By and Between:

KHUMBU TECH PRIVATE LIMITED, a private company registered under the laws of Nepal with its registration number 9326/075/076, and having its registered office at Anamnagar-29, Kathmandu, Nepal (the "**Company**").

AND

ABHAYAA GURUNG, granddaughter of Hemanta Gurung, daughter of Siddhartha Gurung, a permanent resident of Pokhara, Kaski -09 with Citizenship Number 23456 and temporarily residing at Thapathali, Kathmandu (the "**Consultant**" or "**You**").

The Company and the Consultant shall also be jointly referred to hereinafter as the "**Parties**" and individually as the "**Party**".

WHEREAS the Company desires to engage the Consultant, and the Consultant agrees to be engaged for rendering the consultancy services as fully described in Annexure 1 (*Scope of Work*) hereto in the capacity of an independent Consultant upon the terms and subject to the condition of this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

1. ENGAGEMENT AND SCOPE OF SERVICES

1.1 The Company hereby appoints you as Independent Consultant for providing consultancy services as fully described in Annexure 1 to the Company ("**Scope of Services**").

1.2 You expressly acknowledge and agree that you will provide the Services as an independent consultant and, accordingly, this Agreement is not a contract of employment, and you will not be considered in any respect an employee or a worker of the Company, nor will you state or give the impression that you have employment relationship with the Company. You will therefore be fully responsible for and shall indemnify the Company for and in respect of:

1.2.1 [...]

1.2.2 any liability arising from any employment-related claim or any claim based on employee or worker status (including reasonable costs and expenses) brought by you or on your behalf against the Company arising out of or in connection with the provision of these services.

[...]

3. TERM AND TERMINATION OF AGREEMENT:

3.1 The term of this Agreement shall become effective on the date of signing of this Agreement by the Parties ("**Effective Date**") and shall remain valid for one year ("**Term**") unless otherwise terminated earlier in accordance with the terms of this Agreement, or unless otherwise renewed by mutual agreement between the Parties.

- 3.2 Either Party can terminate this Agreement at any time with cause with a notice period of thirty (30) business days.
- 3.3 The Company may terminate this Agreement with immediate effect with written notice to you in the event that:
 - 3.3.1 Your breach of any provisions of this Agreement,
 - 3.3.2 You undertake any actions which the Company is of the view in its sole discretion would be prejudicial to the Company or will place the Company into disrepute,
 - 3.3.3 You are convicted in a court of law of any crime involving moral turpitude, fraud, cheating or misrepresentation or any other criminal offence other than an offence which does not affect your position under this Agreement (such as minor infractions including traffic offences and late filing of non-material administrative notifications to governmental authorities or regulators);
 - 3.3.4 You cease for any reason whatsoever to be entitled to lawfully remain, work and perform the Services;
- 3.4 Upon termination of this Agreement, you shall:
 - 3.4.1 Immediately deliver to the Company all Company property in your possession or under your control;
 - 3.4.2 Irretrievably delete any information relating to the Company, its business, customers, services, or (not in the public domain) stored on any magnetic or optical disk or memory which is in your possession or under your control outside the Company's premises; and

4. WORKING HOURS AND WORKSTATION

- 4.1. You will be expected to work for five (5) days from Monday to Friday. The regular working hours, under normal circumstances, are between 9:00 to 18:00 inclusive of a lunch break of one (1) hour.
- 4.2. The Consultant may perform the Services either from the registered office of the Company or from any other location of their choosing, provided that the Consultant remains accessible during working hours and performs the Services in a timely and professional manner.

5. PAYMENT

- 5.1. The fees and payment terms for the provision of the Services shall be set out in Annexure 1.
- 5.2. Company shall make a payment upon deducting all applicable taxes or withholdings under the prevailing laws of Nepal.
- 5.3. If you are unable to provide the Services due to illness or injury, or any other reasons, for the avoidance of doubt, no fee shall be payable in accordance with this clause 4 in respect of any period during which the Services are not provided. If you are unable to attend an agreed meeting or other event for any reason, it is agreed that you will give the Company as much advance notice of this as possible.

[...]

7. DUTY TO MAINTAIN CONFIDENTIALITY

- 7.1. The Consultant shall maintain strict confidentiality of all Confidential Information of the Company.
- 7.2. “Confidential Information” means any non-public information that relates to the actual or anticipated business, research or development of the Company, or to the Company’s technical data, trade secrets, or know-how including but not limited to, research product plans, or other information regarding the Company’s products or services and markets therefore, customer lists and customers (including but not limited to, customers of the Company on which the Company called or with which the Consultant may become acquainted with during the term of the services), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing finances, and other business related information.
- 7.3. The Consultant acknowledges and agrees that he/she will not during his/her services with the Company, disclose or divulge, communicate, use to the detriment of the Company or for the benefit of any other person including but not limited to future employers, or misuse in any way, any Confidential Information unless first authorized to do so in writing by the Company.
- 7.4. The Consultant also acknowledges that any unauthorized disclosure of the Confidential Information will violate confidentiality protected under the prevailing laws.
- 7.5. In consideration of the payment of the service by the Company to the Consultant, this non-disclosure Clause shall survive the termination or expiration of this Agreement and shall remain in full force and effect for a period of six (6) months thereafter.
- 7.6. In the event of any breach of Clause 7.1 to Clause 7.5 of this Agreement, the Consultant agrees to pay the Company liquidated damages in the amount of NPR 15,00,000/- (Nepalese Rupees Fifteen Lakhs Only) ("**Liquidated Damages**"). The Consultant acknowledges that any such breach is likely to cause significant harm to the Company, including but not limited to loss of business, damage to goodwill, and other measurable financial or reputational losses. The Consultant agrees that Liquidated Damages is a reasonable estimate of the anticipated loss or actual harm that the Company is likely to suffer and is intended to serve as fair compensation for the damages incurred. The payment of the Liquidated Damages shall not cause the restrictions set out in Clauses 7.1 to 7.5 to cease to have effect. In the case of persistent breach, the Liquidated Damages shall be payable for each breach. This Clause is without prejudice to the Company’s right to seek any other remedies available under this Agreement or at law, including the right to seek injunctive relief to prevent or restrain further breach.
- 7.7. The Consultant agrees that the Liquidated Damages shall be payable without the need for legal proceedings and shall be payable within 30 days of the issuance of Company’s written demand or shall be payable within the number of days and manner specified by the

Company in their written demand. This Clause is without prejudice to the Company's right to seek any other remedies available to the Company under this Agreement or at law, including the Company's right to prevent breach by way of an interim injunction.

- 7.8. The obligations under this Clause 7 shall not prevent the parties from disclosing Confidential Information if required by law or as ordered by a competent court or tribunal.

8. NON-COMPETITION

- 8.1. In consideration of the payment of the service by the Company to the Consultant, during the term of this Agreement and for a period of three (3) months following the termination or expiration of this Agreement due to whatsoever reason, the Consultant shall not, directly or indirectly (a) in any manner whatsoever engage in any capacity with any business competitive with the Company's current lines of business or any business then engaged in by Company; or (b) have any interest as owner, sole proprietor, shareholder, partner, lender, director, employee, consultant, agent or otherwise in any business competitive with the Company's business.
- 8.2. In the event of any breach of Clause 8.1 of this Agreement, the Consultant agrees to pay the Company liquidated damages in the amount of NPR 15,00,000/- (Nepalese Rupees Fifteen Lakhs Only) ("**Liquidated Damages**"). The Consultant acknowledges that any such breach is likely to cause significant harm to the Company, including but not limited to loss of business, damage to goodwill, and other measurable financial or reputational losses. The Consultant agrees that the Liquidated Damages is a genuine pre-estimate of the loss that the Company is likely to suffer and is intended to serve as fair compensation for the damages incurred. The payment of the Liquidated Damages shall not cause the restrictions set out in Clauses 8.1 to 8.2 to cease to have effect. In the case of persistent breach, the Liquidated Damages shall be payable for each breach. This Clause is without prejudice to the Company's right to seek any other remedies available under this Agreement or at law, including the right to seek injunctive relief to prevent or restrain further breach.
- 8.3. The Consultant agrees that the Liquidated Damages shall be payable without the need for legal proceedings and shall be payable within 30 days of the issuance of Company's written demand or shall be payable within the number of days and manner specified by the Company in their written demand. This Clause is without prejudice to the Company's right

to seek any other remedies available to the Company under this Agreement or at law, including the Company's right to prevent breach by way of an interim injunction.

- 8.4. The obligations under this Clause 8 forms an integral part of the terms and conditions governing this Agreement as the Consultant holds a very special position of trust with the Company.

9. NON-SOLICITATION

- 9.1. In consideration of the payment of the service by the Company to the Consultant, during the term of this Agreement and for a period of six (6) months following the termination or expiration of this Agreement, the Consultant agrees that, unless expressly consented by Company in written form, the Consultant shall not:

- (a) Solicit, approach, employ, offer to employ, endeavor directly or indirectly to entice away clients, customers, employees, contacts of the Company within or outside Nepal employed as at or after the date of such termination, or in the year preceding such termination for the purpose of doing business with such persons which is in direct or indirect competition with the Company;
- (b) In the course of any business concern within Nepal which is in direct or indirect competition with the Company, offer to employ, facilitate the employment, engage or otherwise endeavor by whatsoever means to entice away from the Company any person, employee, consultants or business relation associated with the Company;
- (c) Represent yourself as connected with the Company and/or its group companies or affiliates in any capacity, other than as an independent consultant or use any registered names or trading names associated with the Company and/or its affiliates.

- 9.2. In the event of any breach of Clause 9.1 of this Agreement, the Consultant agrees to pay the Company liquidated damages in the amount of NPR 15,00,000/- (Nepalese Rupees Fifteen Lakhs Only) ("Liquidated Damages"). The Consultant acknowledges that any such breach is likely to cause significant harm to the Company, including but not limited to loss of business, damage to goodwill, and other measurable financial or reputational losses. The Consultant agrees that the Liquidated Damages is a genuine pre-estimate of the loss that the Company is likely to suffer and is intended to serve as fair compensation for the damages incurred. The payment of the Liquidated Damages shall not cause the restrictions set out in Clauses 9 to cease to have effect. In the case of persistent breach, the Liquidated Damages shall be payable for each breach. This Clause is without prejudice to the Company's right to seek any other remedies available under this Agreement or at law, including the right to seek injunctive relief to prevent or restrain further breach.

- 9.3. The Consultant agrees that the Liquidated Damages shall be payable without the need for legal proceedings and shall be payable within 30 days of the issuance of Company's written demand or shall be payable within the number of days and manner specified by the Company in their written demand. This Clause is without prejudice to the Company's right

to seek any other remedies available to the Company under this Agreement or at law, including the Company's right to prevent breach by way of an interim injunction.

- 9.4. The obligations under this Clause 9 forms an integral part of the terms and conditions governing this Agreement as the Consultant holds a very special position of trust with the Company.

10. **MISCELLENEOUS**

[...]

- 10.3. **Relationship of the Parties:** The Consultant shall, at all times during the term of this Agreement, act as an independent contractor and not as an employee, agent, joint venturer, or partner of the Company. While the Consultant shall perform the Services in accordance with the general direction and objectives set by the Company, the Consultant shall retain full discretion and control over the manner, method, and means of performing such Services. Nothing in this Agreement shall be construed to grant either party the authority to bind or create any obligation on behalf of the other, except where expressly agreed to in writing by both parties.

[...]

11. **GOVERNING LAW, JURISDICTION AND DISPUTE SETTLEMENT:**

- 11.1. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the prevailing laws of Nepal. In the event of any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation, both Parties shall use all reasonable means to resolve the dispute, by mutual consultation and in good faith. If the dispute cannot be resolved by mutual consultation within 30 days, the Parties irrevocably agree that the courts of Nepal shall have exclusive jurisdiction to settle any dispute or claim arising in relation to this Agreement.

[...]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and acknowledged by the Parties as of the date first above

[Signing Page Follows]

FOR AND BEHALF OF THE COMPANY

Signed

Karma KC
HR Manager

FOR AND BEHALF OF THE CONSULTANT

Signed

Abhayaa Gurung
SAR Specialist

Annexure 1
Scope of Services

Title: SAR Specialist

Key Duties and Obligations of the Consultant:

- a) Plan, coordinate, and execute search and rescue (SAR) missions as may be required under Project, ensuring rapid response and adherence to established safety protocols.
- b) Conduct site risk assessments to identify potential hazards and advise the Project team on mitigation strategies.
- c) Provide training, simulation drills, and capacity-building exercises to enhance the SAR readiness of the project personnel and local response teams.
- d) Prepare comprehensive reports on all SAR operations, including findings, actions taken, outcomes, and recommendations for future improvement.
- e) Coordinate with local authorities, emergency services, and relevant stakeholders to ensure effective SAR integration within the broader emergency response framework.

Payment terms and schedule: The Payment to the Consultant will be *made on a monthly basis after deduction of applicable tax at source, as tabulated below:*

	Daily Rate (NPR)	Total Budget per month (NPR)
Consultant Fees	4,000	1,20,000

ANNEX – 4

From: Sushant Rai <sushant.raai@gmail.com>
Sent: January 5, 2025
To: Abhayaa Gurung <abhayaa.gurung@khumbutech.com>
Subject: Hope You're Healing Well

Dear Abhayaa,

I was really sorry to hear about your accident — you must still be recovering from surgery, and I can only imagine how disorienting and exhausting the past day has been. I was honestly overwhelmed when I heard the news, and I just felt the need to reach out and let you know I'm thinking of you and that I'm here if you ever need anything.

I truly hope that your recovery process goes as smoothly and gently as possible. You've always been a resilient and driven presence on any team, and I have every confidence that you'll emerge from this stronger than ever.

If you ever feel the urge to return to the field in a different capacity — less physical, more strategic — there will always be something for you at Neelo Aakash or in any future venture I may lead. No pressure at all — I just want to reassure you that your future in this space remains secure, and your experience will always be valued.

Wishing you a full and steady recovery,
Sushant

From: Abhayaa Gurung <abhayaa.gurung@khumbutech.com>
Sent: January 11, 2025
To: Sushant Rai <sushant.raai@gmail.com>
Subject: Re: Hope You're Healing Well

Hi Sushant,

Thank you for reaching out — I truly appreciate your kind words. I'm taking things one day at a time and focusing fully on recovery for now. While I'm grateful for your thoughtful gesture, I'm not considering any new opportunities at the moment. KhumbuTech has been a steady source of support throughout my journey, and I continue to feel a strong sense of purpose here, particularly with the work we're doing on Project Alaska.

Wishing you continued success at Neelo Aakash.
Best,
Abhayaa

ANNEX – 5

From: Abhayaa Gurung <abhayaa.gurung@khumbutech.com>
Sent: 20 January 2025
To: Karma KC <karma.kc@khumbutech.com>
CC: Sabrina Holmes <sabrina.holmes@thanosinc.com>
Subject: Request for Medical Leave and Medical Expense Reimbursement

Dear Karma,

I hope you're well.

As you are aware, I was involved in an accident on 4th January 2025, while traveling to a client meeting as part of my responsibilities for KhumbuTech. I was admitted to Norvic Hospital by Trishna and have since undergone emergency surgery for spinal fracture. I hope to be discharged from the hospital soon and undergo the rest of the treatment at home, as I've been advised a longer recovery period requiring complete bed rest.

In light of these circumstances, I would like to request support from the Company in the following areas:

1. Reimbursement of the medical expenses already incurred, and any further expenses during hospitalization;
2. Paid medical leave during the recovery period as far as possible.

I understand that my sudden absence may have impacted the continuity of our work on Project Alaska. Please accept my sincere apologies for any disruption this may have caused to project deliverables or team coordination. I take my responsibilities very seriously, and it is unfortunate that this unforeseen emergency has temporarily prevented me from fulfilling them.

This situation has been challenging both physically and emotionally, and I would deeply appreciate any support the Company is able to offer during this time. Please let me know if any documentation or medical certificates are required from my side.

Thank you for your understanding.

Warm regards,
Abhayaa Gurung
Search and Rescue (SAR) Specialist
Khumbu Tech Pvt. Ltd.

From: Karma KC <karma.kc@khumbutech.com>
Sent: 21 January 2025
To: Abhayaa Gurung <abhayaa.gurung@khumbutech.com>
CC: Sabrina Holmes <sabrina.holmes@thanosinc.com>
Subject: Re: Request for Medical Leave and Medical Expense Reimbursement

Dear Abhayaa,

Thank you for reaching out and updating us about your situation. We were saddened to hear about the accident, and we sincerely hope your recovery is progressing as smoothly as possible.

We've reviewed your request with the relevant internal teams. As you are engaged under a consultancy contract, and no social security contributions have been made on your behalf, the Company is not legally obligated to cover your medical expenses under existing policy or applicable law.

That said, given your contributions to Project Alaska and your professionalism, KhumbuTech will continue to provide paid medical absence until the end of your current contract as a gesture of goodwill. This support is being extended on compassionate grounds, without prejudice to our formal contractual arrangements.

Please don't hesitate to get in touch if you need assistance with finalizing paperwork or accessing any internal documentation during your recovery.

Wishing you strength and a full recovery.

Sincerely,

Karma KC

HR Manager

Khumbu Tech Pvt. Ltd

ANNEX – 6

From: Karma KC <karma.kc@khumbutech.com>
Sent: 1 February 2025
To: Abhayaa Gurung <abhayaa.gurung@khumbutech.com>
CC: Sabrina Holmes <sabrina.holmes@thanosinc.com>
Subject: Contract Termination Due to Project Exigencies

Dear Abhayaa,
I hope you're continuing to recover well.

This is to formally inform you that your current consultant contract with KhumbuTech, originally set to expire at the end of April 2025, will now be terminated effective 3rd March 2025.

This decision has not been made lightly. Due to the rapidly evolving operational exigencies of Project Alaska, which demand full-time, continuous engagement over the coming critical months, the company is compelled to make difficult resourcing decisions. In light of your ongoing medical leave, and the immediate and sustained involvement required on this project, we regret that we are unable to retain your position beyond this revised date.

Please be assured that this decision in no way reflects your performance or the value you have delivered to the team. Your work has been consistently appreciated, and we remain grateful for your contributions.

If there is any assistance we can provide regarding your exit process or documentation, please don't hesitate to reach out. We sincerely wish you a smooth recovery and all the very best in your future endeavors.

Warm regards,
Karma KC
HR Manager
Khumbu Tech Pvt. Ltd.

From: Abhayaa Gurung <abhayaa.gurung@khumbutech.com>
Sent: 2nd February 2025
To: Karma KC <karma.kc@khumbutech.com>
CC: Sabrina Holmes <sabrina.holmes@thanosinc.com>
Subject: Re: Contract Termination Due to Project Exigencies

Dear Karma,

Thank you for your email. I'm writing back to express my deep disappointment and surprise at the Company's decision not to renew my contract — a decision communicated just weeks after I suffered a serious medical emergency while still recovering.

I feel compelled to say that this decision appears to be a convenient way to avoid employer responsibilities under the guise of a consultancy arrangement. For the entirety of my engagement with KhumbuTech on Project Alaska, I have been treated — and expected to function — as a full-time employee.

Despite this, I'm now being told I was merely a consultant, without access to basic protections — even while being subject to the obligations and expectations of a regular staff member. This feels not only unfair, but exploitative — especially at a time when I am medically vulnerable.

I had every expectation of continuing in my role upon recovery. The project is ongoing, and I have received no prior communication about performance concerns or misalignment. The fact that this decision follows soon after I requested medical support raises serious questions about how the Company is choosing to treat team members facing hardship.

I request that this decision be reconsidered or, at the very least, formally reviewed with the leadership team in light of the nature of my role and the Company's actual conduct throughout my engagement.

I am also evaluating my legal options to determine whether my rights as a de facto employee have been overlooked.

Regards,
Abhayaa Gurung
Search and Rescue Specialist
(Project Alaska – KhumbuTech)

ANNEX – 7

From: Karma KC <karma.kc@khumbutech.com>

Sent: 3 February 2025

To: Sushant Rai <sushant.raai@gmail.com>, <sushant@neeloakash.com>

CC: Sabrina Holmes <sabrina.holmes@thanosinc.com>

Subject: Demand for Payment of Liquidated Damages – Breach of Non-Solicitation Clause

Dear Sushant,
I hope this message finds you well.

Following a detailed review of internal communications, it has come to our attention that you have breached the post-termination non-solicitation clause (Clause 11.1) of your employment contract (dated 1st April 2023) with KhumbuTech.

Specifically, between November 2024 and February 2025, you engaged in direct outreach to former colleagues, encouraging them to consider opportunities at Neelo Aakash. Such action included the launch of your website in November 2024, your comments to ex-colleagues encouraging them to consider new opportunities in December 2024, your WhatsApp message dated January 1, 2025, your LinkedIn post announcing job openings at Neelo Aakash, and your email to a former colleague's professional address on January 5, 2025 regarding employment opportunities at your current organization, collectively constitute breaches of the non-solicitation clause

These actions occurred during the six-month restriction period following your departure from Khumbu Tech, and, as such, violate the terms of your contract. More importantly, they have undermined team cohesion and disrupted key timelines at a particularly critical phase for Project Alaska, adversely affecting KhumbuTech's business interests.

Accordingly, under Clause 11.2 and Clause 11.3 of your employment contract, we formally demand the payment of NPR 15,00,000 in liquidated damages. The payment is to be made in six (6) equal monthly installments, beginning within 30 days of this written notice. Additional payment instructions will be provided upon acknowledgment of this demand.

For your reference, a signed and stamped hardcopy of this notice is attached.
We require a written response by 7 February 2025.

Sincerely,
Karma KC
HR Manager
KhumbuTech Pvt. Ltd.

From: Sushant Rai <sushant.raai@gmail.com>

Sent: 5 February 2025

To: Karma KC <karma.kc@khumbutech.com>

CC: Sabrina Holmes <sabrina.holmes@thanosinc.com>

Subject: Re: Demand for Payment of Liquidated Damages – Breach of Non-Solicitation Clause

Dear Karma,

Thank you for your email.

I categorically reject your allegation that I have breached the non-solicitation clause of my previous employment contract. There is no valid basis in fact or law, for me to pay the claimed liquidated damages. The communications you refer to were part of standard and open professional networking, not targeted efforts to solicit or recruit anyone from KhumbuTech.

To suggest otherwise is, in my view, a significant overreach. Frankly, your assertions strike me as wildly exaggerated and appear to be a desperate attempt to stifle open professional exchange and personal connections, including healthy online networking essential in today's industry.

Accordingly, I do not accept the claim and will not be paying the liquidated damages demanded.

Regards,

Sushant