



**Date: 01-Dec-17**

#3200, 2<sup>nd</sup> Floor 17<sup>th</sup> Block,  
Janapriya township,  
Kadabagere cross Magadi Main Road,  
Bangalore North-562130

**Dear Prathap,**

We are pleased to offer you the position of **Regulatory Data Analyst** with Sphera India Private Limited (hereinafter referred to as '**Sphera India**' or '**Sphera**') effective from **02-Jan-18**. This offer expires if you fail to join by close of business on **02-Jan-18**.

Your salary will be **Rs 430000** per annum. The detailed break up of your annual salary cost shall be as per details provided in Annexure A hereto. All statutory requirements of tax and all other statutory deductions existing currently or which may come into existence in future, to be deducted at source by Sphera India will be complied with by Sphera India and all funds paid to you will be after all such appropriate deductions have been made there from.

You acknowledge and agree that Sphera India has the right to change your job duties, reporting relationships, and to require additional duties as necessary from time to time, in its sole discretion. In addition, your services may be liable to be transferred anywhere in India or abroad or any of the Institutions/Offices belonging to **Sphera**. In the event that you are transferred, you will be under the administrative control of the institution to which you are transferred, and the service condition of that institution will be applicable to you.

You will be on probation for a period of 6 months and after expiry of your probationary period, it will be on the discretion of the management, either to confirm your services or extend your probationary period. The Management reserves the right to terminate your services without assigning any reason during the probationary period and / or extended probationary period by giving you 24 hours' notice or salary in lieu thereof.

There is no earlier period of continuous employment between you and Sphera India. This position is a full-time position and you shall not (either solely or jointly with any other person, firm or company and whether directly or indirectly) carry on or be engaged in or interested in any other business during the period of your employment with Sphera India.

As an employee of Sphera India, you agree to abide by the policies of Sphera India.

Also as an employee of Sphera India, you will have access to certain confidential information of Sphera India and you may, during the course of your employment, develop certain information or inventions which will be the property of Sphera India. To protect the interests of Sphera India, you hereby agree to sign our standard Employee Confidentiality, Non-Compete and Invention Agreement as a pre-condition of your employment with Sphera India. We wish to impress upon you that we do not want you to, and we hereby direct you not to bring with you any confidential or proprietary material of any former employer which may be in violation of any obligations that you may have to any former employer.

As further detailed in Annexure B, Section 5, you will not, while an employee of Sphera India, and for a period of twelve months after the termination of your employment:

- a) Directly or indirectly hire or attempt to obtain the withdrawal from Sphera India of any other employee or contractor of Sphera India, contrary to the interest of Sphera India.
- b) Directly or indirectly solicit, interfere or Endeavour to entice away from Sphera India, any customers of Sphera India.

In addition, should your employment be terminated, and should you fail to return any equipment owned by Sphera India. upon termination, or should your vacation time taken be in arrears, you agree to appropriate reimbursement of such debt to be deducted from your last pay disbursed to you from Sphera.

This offer letter does not entitle you to employment for any specified period of time. Your employment may be terminated by a two months' notice from either you or Sphera India or salary (two months' Basic and DA) may be paid by Sphera India or collected from you in lieu of such notice. Sphera India may dismiss you without notice if (i) you do not perform the duties assigned to you satisfactorily, (ii) you violate any terms of employment and/or this offer letter, (iii) you are guilty of dishonesty, serious neglect or gross misconduct in the course of your employment, (iv) you are convicted or charged with a criminal offence or an offence involving moral turpitude (v) you, expressly or by implication, repudiate this offer letter, (vi) you act in such a way (whether or not in the course of your employment) as to bring disrepute to Sphera India, its parent or its subsidiaries, if any, (vii) if you are habitually absent without prior permission from Sphera India or you proceed on leave without prior sanction or overstay the sanctioned leave.

This letter shall be governed by the laws of India and shall be subject to the jurisdiction of the courts at Bangalore. In case of any change in address during the course of employment, it will be your duty to intimate Sphera India in writing immediately. All communications sent to you at the last given address will be deemed to have been received by you.

Please acknowledge this offer in the space below and sign the attached Employee Confidentiality, Non-Compete and Innovations Agreement (Annexure B). Please retain a copy for your files.

Welcoming you to the organization and looking forward to a long and happy association.

Sincerely,



[Paul Marushka  
President & CEO, Sphera Solutions]

I have read and understand this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as a part of my employment offer except as specifically set forth herein.

Signature:

\_\_\_\_\_  
( )

Date: \_\_\_\_\_

## ANNEXURE A

Name	Prathap Amarnath
Designation	Regulatory Data Analyst
Level	K Level
Location	Bangalore
Components	Amount(INR)
Basic	193500
HRA	85140
DA	19350
Conveyance	19200
Special Allowance	44143
LTA	16125
Medical	15000
Employer's Contribution to PF	25542
Ex Gratia Bonus	12000
Total Base Salary	430000
<b>Total</b>	<b>430000</b>

Note: In addition to your CTC, you will be entitled to get 3,500 INR food coupon monthly & insurance coverage – Group Medical Insurance for your Family, Life Insurance and Personal Accident Insurance.

## Annexure B

### EMPLOYEE CONFIDENTIALITY, NON-COMPETE AND INNOVATIONS AGREEMENT

In consideration of my employment or continued employment, increases in compensation, and/or other good and valuable consideration (the receipt and sufficiency of which are recognized and agreed), as the case may be, with Sphera Solutions Inc. or one of its subsidiaries (Sphera Solutions Inc. and its subsidiaries are referred to collectively as the "Company"), I hereby agree as follows:

1. Proprietary Information. I understand and acknowledge that:

- (a) My employment creates a relationship of confidence and trust between me and the Company with respect to certain information applicable to the business of the Company or the Company's clients.
  - (b) The Company possesses and will continue to possess information that has been created, discovered or developed by, or otherwise known to, the Company (including, without limitation, information created, discovered, developed or made known by me during the period or arising out of my employment by the Company, whether before or after the date hereof), which information has commercial value in the business in which the Company is engaged or any prospective business of the company and is considered by the Company to be of a confidential, proprietary and/or trade secret nature. All such information is hereinafter called "Proprietary Information," which term, as used herein, shall also include, but shall not be limited to, trade secrets, processes, formulae, data, computer programs, know- how, improvements, inventions, marketing plans, strategies, forecasts, new products, financial statements, projections, prices, costs, customer and prospect contacts, and customer, prospect and supplier lists. "Proprietary Information" as used herein shall also include but not be limited to information of third parties made known to me during the period of my employment by the Company, whether before or after the date hereof, which was provided to the Company under the expectation that the Company would protect the confidentiality thereof. Any inventor notebooks or similar records of Innovation (as that term is defined below) are to be considered "Proprietary Information."
2. Protection of Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in strictest confidence and trust all Proprietary Information and I will not use or disclose any Proprietary Information without the written consent of the Company, except as necessary to carry out my duties.

3. Restrictions on Investments. During my employment by the Company, I will not deal in securities or make any other investments on the basis of insider information known to me as a result of my employment with the Company. I further agree that during my employment by the Company, I will not engage in trading in any oil, gas or mineral interests or related activities in competition with the business of any client or prospective client of the Company; provided the foregoing shall not restrict my ownership of less than 5% of the issued and outstanding stock of a corporation if such stock is listed on a national securities exchange or regularly included in the national list of over-the-counter securities published in a newspaper of general circulation.
4. Documentation. In the event of the termination of my employment for any reason, I will deliver to the Company all documents, notes, inventor notebooks, invention disclosure forms, drawings, formulae, computer programs, data, and other materials of any nature pertaining to any Proprietary Information or to my work with the Company, and will not take any of the foregoing, or any reproduction of any of the foregoing that is embodied in a tangible medium of expression.
5. Non-Competition and Non-Solicitation. During my employment by the Company, and for a period of twelve months following termination of my employment, whatever the reason for such termination, I will not (i) directly or indirectly, or as a stockholder, partner, employee, consultant or participant in any business entity, engage in or assist any other person or entity to engage in any business in which my Employing Business Group (as defined below) is engaging or actively planning to engage in at the time of my termination, or (ii) solicit or attempt to entice away from my Employing Business Group, or otherwise interfere with the business relationship of my Employing Business Group with, any person who is, or was during the term of my employment, a customer or employee of, consultant or supplier to, or other person or entity having material business relations with, my Employing Business Group. For the purposes of this Agreement, "Employing Business Group" shall mean the unit(s) of the Company in which I was employed, that I managed and/or to which I provided significant services during the twelve months prior to the termination of my employment with the Company. Although I acknowledge and agree that the restrictions herein are reasonable, to the extent that any part of this paragraph 5 may be invalid, illegal or unenforceable for any reason, it is intended that such part shall be enforceable to the maximum extent that a court of competent jurisdiction shall determine that such part, if more limited in scope, would have been enforceable, and such part shall be deemed to have been so written and the remaining parts shall as written be effective and enforceable in all events.
6. Disclosure of Innovations. I will promptly disclose to the Company all discoveries, developments, designs, improvements, inventions, products, formulae, processes, techniques, business methods, computer programs, strategies, know-how, data and brands, whether or not patentable, protectable or registrable under copyright, patent, trademark, trade secret or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, **in whole or in part**, during the period of my employment or within a period of six months thereafter, that are related to the business or prospective business of the Company, result from tasks assigned

to me by the Company, or result from the use of premises or property (including computer systems and engineering facilities) owned, leased or contracted for by the Company (referred to as "Innovations").

7. Ownership of Innovations. Company shall be the owner of the work product and Innovations created, developed, prepared or submitted by me, in whole or in part, to the Company during the term of my employment with the Company. The Company shall also be the owner of all intellectual property rights in such work product and Innovations, including all rights of copyright, patent, trademark, trade secret, patent and other similar legal protections therein along with their foreign counterparts (including patents, utility models and industrial designs), continuations, divisional, and extensions (hereinafter referred to as "IP Rights"). It is my intention and that of the Company that the work product and Innovations constitute a "work made for hire" as that term is used in the Federal Copyright Act even if I am hired as a consultant or for part-time employment. Moreover, I hereby agree to assign, and by these presents, do assign to the Company without further consideration all of my worldwide right, title and interest in and to such work product, Innovations and IP Rights. I shall assist the Company in every proper way as to all such Innovations to obtain and from time to time enforce IP Rights relating to said Innovations in any and all countries, and to that end I will execute all documents as the Company may desire, together with any assignments thereof to the Company or persons designated by it, and the Company shall reimburse me for any reasonable out-of-pocket expenses incurred by me in connection therewith. My obligation to assist the Company as provided herein shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for time actually spent by me at the Company's request. If the Company is unable, after reasonable effort, to secure my signature on any documents or documents needed to apply for or prosecute any IP Right or similar protection relating to a work product or Innovation for any reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of any IP Right or similar protections thereon with the same legal force and effect as if executed by me and I hereby ratify, affirm and approve all such lawfully permitted acts accordingly.
8. Use of Confidential Information of Other Persons. I represent that I have not brought and will not bring with me to the Company or use at the Company any proprietary information or trade secrets of any other persons or entity, unless express written authorization from such other person or entity for their possession and use by the Company has been obtained. I also understand that I am not to breach any obligation of confidentiality that I have to any such person or entity and agree to fulfill all such obligations during the period of my affiliation with the Company.
9. Assignment. This Agreement and the rights and obligations of the parties hereto shall bind and inure to the benefit of any successor or successors of the Company, including, but not limited to any purchaser of the stock or assets of any of the Company's businesses. Neither this Agreement nor any rights or benefits hereunder

may be assigned by me.

10. Complete Agreement; Amendments. The foregoing is the entire agreement of the parties with respect to the subject matter hereof and may not be amended, supplemented, canceled or discharged except by written instrument executed by both parties hereto.
11. No Employment Agreement; Enforcement. I understand that nothing contained in this Agreement shall confer upon me any right with respect to (i) the continuation of my employment by the Company, or (ii) the terms and conditions of my employment by the Company, or interfere in any way with the right of the Company at any time to terminate such employment or to increase or decrease my compensation or benefits. In the event of a breach or threatened breach by me of any provision of this Agreement, the Company shall be entitled to apply to any court of competent jurisdiction for a temporary and/or permanent injunction restraining me from such breach or threatened breach, but nothing herein contained shall be construed to preclude the Company from pursuing any other available remedy for such breach or threatened breach in addition to, or in lieu of, such injunctive relief. The Company shall be entitled to recover from me its reasonable attorneys fees incurred in pursuit of any successful claim of breach or any provision of any provision of this agreement.
12. Interpretation. It is my desire and intent that the provisions of this Agreement shall be enforced to the fullest extent permissible in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement is found to be invalid or unenforceable, such provision shall be deemed to be deleted, and the remainder of this Agreement shall continue in full force and effect.
13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of India.

By: \_\_\_\_\_  
Signature

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_



## SPHERA IP & CONFIDENTIALITY UNDERTAKING ACKNOWLEDGEMENT LETTER

IP & Confidentiality Undertaking between yourself and Sphera India Private Limited is effective from the date of signing this agreement. The provisions contained in this Undertaking are supplemental to the terms and conditions of your current employment contract with Sphera India and will become effective immediately. In the event of conflict between the provisions contained in this Undertaking and any other documents entered into between the parties, the provisions of this Undertaking will prevail.

Please indicate your acceptance of the content of this letter by signing below.

Yours sincerely,



[Paul Marushka

President & CEO, Sphera Solutions]

I acknowledge that I have received my personal copy of the Sphera IP & Confidentiality Undertaking and understand that each employee of Sphera India Private Limited must understand and follow the principles, guidelines and standards detailed in the Undertaking.

I hereby expressly declare that I have sufficient knowledge of English to fully understand the received documentation.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## COMPUTER INTERNET & E-MAIL POLICY

### Introduction

Computer equipment and electronic communications devices are used in all aspects of working life; they are essential business tools which make communication between colleagues, to and from customers and third parties easy and efficient. However, all of these devices are open to misuse and abuse and so we have adopted a policy designed to define acceptable use. We hope that in most cases what is acceptable and therefore what is unacceptable will be a matter of common sense. Colleagues should also be aware of Sphera Securities Policies, Procedures, Guidelines & Forms (available to view on the source).

### Risks

Files stored on computers or on shared networks are business records and therefore belong to the Company. They have the same legal status as other more traditional forms of communication and may be disclosable to legal or regulatory authorities, or used in furtherance of disciplinary processes. Deletion from the user's in-box or archive does not destroy the text of the message. Deletion of an e-mail does not mean that the message has been obliterated.

No electronic communication is fully secure. This means that information stored or carried over networks may be the subject of accidental or intentional interception or misdelivery. It may also be the case that third parties wish to introduce viruses into the Company computer systems. We wish to minimise these risks and colleagues are expected to play their part by taking sensible precautions and observing the terms of this policy.

### Physical Security

Portable computer devices are particularly theft attractive and if not looked after can be easily lost or damaged. If you have been issued with a laptop, PDA, Blackberry or mobile phone, you must take due care and attention to ensure that it is kept safe and secure at all times, especially when travelling. Simple measures can greatly enhance physical security such as not using or displaying laptops in isolated or dangerous areas. Care should be taken when using computer equipment on public transport, apart from the risk of theft confidential information may be viewable to fellow travellers. Do not leave laptops on view in cars.

### 'Soft Security'

Whether using a desktop, portable or other device you should be aware that computer systems in use at work contain company confidential information and possibly confidential information about customers and colleagues. Accordingly, colleagues are responsible for ensuring that basic security measures are taken such as regularly changing passwords, not leaving confidential material open and easy to view whilst they are away from their desks, ensuring that they have logged out when leaving the workplace and taking other reasonable actions to prevent unauthorised access. It may also be necessary for users to ensure that

back-up procedures are in operation when using remote devices or lap tops.

### **Programmes and Software**

The Company provides operating systems and programmes suitable for work purposes. These must not be tampered with or deleted. Employees are not permitted to download or install programmes, including instant messenger programmes, screen savers, photos, video clips and music files. Downloading entertainment software is forbidden.

### **Use of the Web**

Care should be taken when accessing web pages, when a web-site is visited then 'cookie's, 'tags' or 'web beacons' may be enabled to allow the site owner to identify and monitor visitors. You should not use a web based systems to download any documents, images or files which on the widest interpretation could be regarded as offensive (e.g. sexually explicit material). As a general rule, if any person might be offended by the contents of a web page or downloaded image, or if it would cause embarrassment if made public then viewing it will be a breach of this policy and may be regarded as a disciplinary offence. On-line gaming or gambling is strictly forbidden.

### **Use of e-mail Facilities**

E-mail is an essential business tool, but an informal means of communication and for this reason must be used with care. Despite the obvious convenience it is important to consider whether an e-mail is the correct medium for each particular communication. Assuming it is then e-mail communications should be written professionally, as would a letter or fax.

On no account should an e-mail be sent containing any abusive, obscene, pornographic or discriminatory material, it is immaterial that the sender may regard the message as humorous and expect the recipient not to be offended in any way. If you receive such messages then they should be deleted immediately and you should discourage the sender for transmitting further similar messages to you.

The Company has the right to have access to any e-mail sent and/or received using the e-mail provided by the Company and also to the navigation internet information, when the company had the suspicion of an infringement of this Policy, unfair competition practices, and in general under any used done against the good faith. The Company has the right to have the mentioned access, even when the labour contract had terminated, and for a period of five (5) years. The content of these communications can be used by the Company to defence its legitimate interest and to defend the interest of any company belonging to the Group.

### **Personal Use and Monitoring**

The Company recognises that colleagues may wish to make personal use of the e-mail

systems and the internet. A modest amount of personal use is acceptable provided it meets these criteria:

- Use must be minimal and be conducted substantially outside of business hours (e.g. during the course of breaks);
- Use must not interfere with the normal duties of the job;
- Personal e-mails should be labelled as “personal” in the subject header;
- Use must be compliant with this policy;

Whilst incidental personal use is acceptable, within the above limits, there can be no expectation of privacy as the Company reserves the right to review, intercept and access all messages received or sent over its computer systems. This includes the contents of downloaded information, e-mail etc. We reserve the right to retrieve the contents of messages or check searches which have been made on the internet in order to: monitor whether usage of the e-mail system and internet is legitimate and in accordance with this policy; to find lost messages or to retrieve messages lost due to computer failure and to assist in the investigation of wrongful acts; or to comply with any legal obligation(s).

### **Inappropriate Use**

Misuse or abuse of the Company’s computer systems or inappropriate use of the e-mail and internet is a breach of this policy and is likely to result in disciplinary action. Misuse of the internet can in certain circumstances constitute a criminal offence and where this is the case the law enforcement agencies will be informed. In particular, misuse of the e-mail system or inappropriate use of the internet by viewing, assessing, transmitting or downloading pornographic or otherwise obscene or offensive material will amount to gross misconduct and disciplinary procedures will be initiated.

### **Colleague Responsibilities**

- To observe basic security procedures when using computers and electronic communication devices
- Not to introduce software or programmes onto any work computer, unless you have permission from your manager to do so
- Not to make excessive personal use of the internet or the Company e-mail system
- To keep all personal use within the bounds of acceptability, as defined by this policy

### **Management Responsibilities**

- To ensure that colleagues who are using computers are taking due care to ensure the safety and security of the Company assets
- To remind colleagues of the need to change passwords regularly and to ensure that important documents are stored securely on PC’s shared drives or lap tops
- To remind colleagues of what is considered to be acceptable use in terms of both time spent on personal usage and content of pages viewed on the web or e-mails sent and received

- To liaise with HR if it is apparent that a colleague is not adhering to this policy

By: \_\_\_\_\_  
Signature

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_