

August 23, 2024

Adhithya Ranganathan  
20 Church Street 16th Floor,  
Hartford, Connecticut 06103

Re: International Transfer Offer Letter (Employee ID: 179173)

Dear Adithya,

We are pleased to offer you employment with Clairvoyant AI, Inc. ("Clairvoyant"), which is a wholly owned subsidiary of ExlService.com, LLC, as a Assistant Manager – Senior Software Engineer, (Band B1), within Analytics, reporting directly to Amruta Verekar. This position will be based out of Connecticut. We anticipate that your start date will be on or about September 03, 2024 ("Joining Date") and expect you to work for the Company beginning on that day.

**Immigration:** ExlService ("the Company") is pleased to sponsor you for a nonimmigrant work visa status in the United States in connection with your employment with the Company. Throughout this process, the Company agrees to pay all reasonable legal fees and costs associated with our nonimmigrant visa petition on your behalf. Due to the inherent uncertainty in the immigration process, it is impossible to presently know the exact total costs of the entire process. However, the Company will maintain a detailed listing of actual fees and expenses incurred throughout the process, which we will provide to you upon request. In return, and as a condition of its sponsorship and payment of those fees and costs on your behalf, the Company requests that you agree to continue your full-time employment for the full duration of the approved nonimmigrant visa petition. Should you voluntarily terminate your employment or should the Company terminate your employment for cause at any time after the Company directs its attorneys to begin the processes of obtaining nonimmigrant work visa status approval on your behalf, you agree to immediately reimburse the Company the actual legal fees and costs incurred as a result of the direct and related processes undergone to obtain the nonimmigrant work visa status approval on your behalf. You will be required to reimburse these costs and fees on a pro-rated basis of the amount time you spent working for the company in nonimmigrant work visa status compared to the total amount of time granted in the nonimmigrant work visa petition. For example, if the petition was approved for three years and you left the company after 18 months of employment, you would be responsible for reimbursing the company for half of all the fees and costs.

**Compensation:** Your position is a full-time, at-will, exempt position. The annual salary for this position is \$105,000.00 USD (One Hundred and Five Thousand Dollars), payable as per the Company payroll policies. Currently, the payroll period will be bi-weekly on Fridays. You can find a copy of the payroll pay schedule on the payroll site once you have received access.

**Benefits:** As an employee of the Company, you will be eligible to participate in the health, dental, vision, life insurance & disability and voluntary benefit plans in accordance with the criteria for the applicable plans, which may be amended from time to time. You will become eligible for these plans on the first day of the month following your date of employment. You also will be eligible to participate in the Company 401(k) plan, in accordance with applicable Plan terms. You will become eligible to participate in this plan on the first of the month, following your thirtieth day of employment. You will be automatically enrolled in the Company 401(k) plan. If you wish to opt out you will need to do so through Fidelity.

**PTO:** In accordance with the Company policy, which is applicable to US employees, you will be granted up to fifteen (15) days of Vacation, two (2) Floating Holidays, eight (8) Company Holidays and ten (10) Sick Days per calendar year. These days will accrue based on the number of days worked in that calendar year. Any accrued paid time off that is not used by the end of the applicable calendar year will be forfeited or paid out as per the Company payroll policy and applicable State laws. You will have access on and after your Joining Date to the Company leave policy through the Company's intranet and human resources website.

**International Employee Mobility Policy:** This policy will be used as the guideline for all employee relocation and long-term international travel.

**Relocation Assistance:** US Company will pay you \$2500.00 USD (Two Thousand Five Hundred Dollars) towards relocation expenses. Relocation Benefits are governed by the IRS regulations and taxable benefits will be recorded through the payroll process. Should you resign or your services be terminated for cause prior to completing one year (365 calendar days) at the Company, you will be required to refund the entire foregoing amount to the Company.

**Temporary Transport Allowance:** Per the International Employee Mobility Policy, the company will reimburse you for travel between office and residence (only) for up to 3 weeks (per Global T&E Policy).

**Temporary Accommodation Allowance:** Per the International Employee Mobility Policy, the company will pay for up to 3 weeks of temporary accommodation. Hotel reimbursement will be provided as per Global T&E Policy. Any additional fees due

as a result of damage or excessive wear as a result of your actions or use of elective services as chosen by you will be charged to you.

**Shifting and Settling-in Period:** The transferred employee shall be entitled to a maximum of 3 days of Shifting and Settling-in Period. Starting from 7 days prior to date of joining at the destination and ending on the 30th day after the date of joining at the destination, the employee may decide not to attend office for a maximum of 3 days, after getting approval from the supervisor.

**Business Expenses:** In accordance with the Company's policies and procedures regarding expense reimbursement, EXL will reimburse authorized and proper business-related expenses that you may incur in discharging your duties.

**Restrictive Covenants and Arbitration Agreement:** If you choose to accept our offer of employment, prior to the Joining Date, you will be required to execute certain documentation, including a Non-Competition, Non-Solicitation and Confidentiality Agreement (the "Confidentiality Agreement") and an Arbitration Agreement, copies of which are enclosed herewith for your review. As explained in the Confidentiality Agreement, EXL prohibits employees with whom it safeguards confidential information and/or client goodwill from exploiting that trust by giving a competitor an unfair advantage in the marketplace. The arbitration agreement essentially contains a mutual obligation to submit disputes, should they arise, to binding arbitration, which is generally considered the most efficient means of dispute resolution. Separate from these commitments, you will not be permitted to conduct your own business in competition with EXL, whether during or after working hours.

**Performance / Policies and Procedures:** On your first day of employment, you will be provided with information regarding the Company's policies and procedures. During your employment with the Company, you must use your best efforts to perform faithfully and efficiently the responsibilities and duties assigned to you, and you must comply with the Company's policies and procedures applicable to you.

**Outside Employment:** Your position is a responsibility requiring your full loyalty and dedication. So that you can do your best, we ask that you do not work for another employer while still employed with EXL. You must always act in the best interests of the Company, EXL and its affiliated group of companies.

**Employment-At-Will:** The Company policy is that employment is "at will." You are free to leave the Company at any time, with or without notice. The Company also has the right to end your employment at any time, with or without a reason and with or without notice. Although the Company may choose to end your employment for cause, cause is not required. Further, the Company has the right to manage its work force and direct its employees. This includes the right to hire, transfer, promote, demote, reclassify, layoff, terminate or change any term or condition of employment at any time, with or without a reason and with or without notice unless otherwise required by law.

No one other than an authorized Human Resource representative of the Company may enter into an agreement for employment for a specific period of time or make any agreement contrary to the policy of at will employment. Any such agreement must be in writing and signed by an authorized Human Resource representative of the Company and you.

**Miscellaneous:** You represent and warrant to the Company that the execution, delivery and performance of this Agreement and the Confidentiality Agreement do not and will not violate the provisions of any other agreement to which you are a party or by which you are bound.

This offer and your employment with the Company is conditioned and contingent upon (1) presentation upon your start date and timely updating of documentation demonstrating that you can work legally in the United States; to fulfill federal identification requirements, on your Joining Date please bring documentation to support your identity and eligibility to work in the United States, (2) successful completion of a reference check, background screening which may include a credit check and drug testing, and (3) you returning signed copies of the Non-Competition, Non-Solicitation and Confidentiality Agreement and the Arbitration Agreement prior to or on your start date.

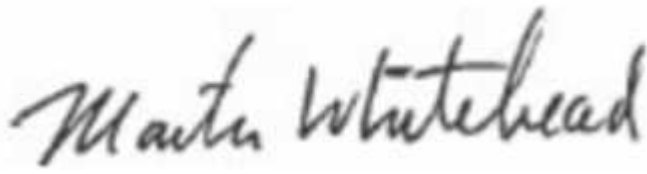
This Agreement is governed by New York law. You hereby agree that you will not initiate or join in a class action against the Company. This offer letter, coupled with the enclosed Arbitration Agreement and Confidentiality Agreement, comprises the entire scope of your agreements with the Company, and fully supersedes any and all prior discussions, documents, promises, agreements, letters and memoranda regarding this subject matter.

We look forward to working with you and are very excited to have you join the team! Please feel free to contact us with any questions.

To indicate your acceptance of this offer, please review, sign and date this letter in the space provided below.

This offer is valid for 7 days and will be deemed rescinded on the 7th day at 6pm EST.

Sincerely,

A handwritten signature in dark ink that reads "Martin Whitehead". The script is cursive and fluid, with the first name "Martin" and last name "Whitehead" clearly legible.

Martin Whitehead  
Head of US Human Resources

[AAA\\_Arbitration\\_FAQs\\_\(D32018\).pdf \(41K\)](#)  
[AAA Arbitration Agreement\\_-\\_EXL\\_\(Aug2.2023\).pdf \(192K\)](#)  
[NDA - Non-Solicit and Conf Agmt -- All Non VP Hires \(7.26.19\).pdf \(319K\)](#)