

**ADDENDUM**

Date: 16<sup>th</sup> June 2023

To  
Mr.Vemula Bhargav  
Hyderabad

**Subject: First Amendment (“Addendum”) of**

- (a) Employee Proprietary Information, Inventions and Non-Competition Agreement, and
- (b) Employee Handbook- India

Dear Bhargav,

This is to inform you that after much deliberations, the Company has undertaken certain amendments in (a) Employee Proprietary Information, Inventions and Non-Competition Agreement, and (b) Employee Handbook- India.

The following Amendments are described below by way of this Addendum **effective from 16<sup>th</sup> June 2023 (“Effective Date”)** made by and between **WinWire Technologies India Private Limited (the “Company”)** and **Vemula Bhargav (the “Employee”)**.

Wherever the context so requires, the Company and the Employee shall hereinafter collectively be referred to as **“Parties”** and individually as **“Party”**.

The Addendum shall be read in conjunction with the terms and conditions mentioned in (a) Employee Proprietary Information, Inventions and Non-Competition Agreement and (b) Employee Handbook- India.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. **Amendment in (a) Employee Proprietary Information, Inventions and Non-Competition Agreement are as follows;**

1. Clause 5 *“No Solicitation of Employees, Consultants, Contractors or Customers”* is hereby amended in its entirety and replaced with the below clause;

5. The Employee hereby agrees and undertakes that during the term of the employment with the Company and for a period of 12 months following the date of termination of Employee’s employment with the Company, the Employee shall not, directly or indirectly, either as an individual on his own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):

- i Solicit and/or attempt to solicit employment of or advise, induce, recruit, participate in, or encourage any of the (i) Company’s existing employees or any person who was employed by the Company (*irrespective of the capacity they were employed in*) within six months prior to such

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**WinWire Technologies India Private Limited**

**Registered Office:** Jyothi Pinnacle, 9<sup>th</sup> Floor, Hitech City Road, Whitefields, Kondapur, Hyderabad – 500084. Ph: +91 9133888812

**Bengaluru:** “Suraj Ganga Soft Park”, 3<sup>rd</sup> Floor, #34, 1<sup>st</sup> Main Road, 3<sup>rd</sup> Phase, JP Nagar, Bengaluru - 560078. Ph: 080 2658 7878

**CIN:** U72200TG2007PTC053638. **Website:** www.WinWire.com

solicitation or (ii) any person or organization who is in possession of Confidential Information relating to the Company and with whom the Employee had business dealings during the course of his employment including but not limited to providing services to or through Company and/or its Affiliates to terminate his/her contract or relationship with Company or to accept any contract (directly or indirectly) or other arrangement for providing services to himself or to any other person or organization; or

- ii Contact and/or attempt to contact any of the existing or prospective Clients (*i.e.* any person or organization with whom the Company and/or its Affiliates is in advanced stages of exploring a professional or business relationship) of the Company and/or its Affiliates to entice such Clients away from the Company and/or its Affiliates or to damage in any way or interfere with the business relationship with the Company and/or its Affiliates or for the provision of substantially the same services provided to such Clients by the Company and/or its Affiliates; or
- iii Enter the employment of, or render any other services to, any person engaged in a business which competes with the Business, if (i) the Employee has prior knowledge of the same or (ii) the Employee gains such knowledge during the term of employment or (iii) it is obvious to the Employee.
- iv During the employment period and for twelve (12) months after the termination of employment for any reason, Employee shall not, directly or indirectly: (i) solicit the Clients for the purpose of seeking to become employed or engaged by the Clients; (ii) interfere with, divert or attempt to divert, or take any other action that may cause the Clients to terminate or adversely alter its relationship with the Company; or (iii) provide any services to the Clients (iv) enter into any employment, consultant or contractual relationship with the Clients. Notwithstanding anything to the contrary, the restrictions set forth in this Section above shall apply only to Clients for whom Employee performed services during the employment period. If Employee breaches this paragraph, Employer shall be entitled to all damages that result from each and every individual breach, in addition to any other remedies, including equitable remedies, that Employer may have.

2. **A new Clause # 12.8 as “Compliance” is added and to be read as follows;**

**Compliance** In performing the Services contemplated under this Agreement and to the extent that the Company creates, accesses, receives, maintains or transmits certain Protected Health Information (PHI), the Employee agrees to comply with all the obligations, Company Policies, privacy laws, IT Act of 2000, and other related laws and any implementing regulations provisions as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place, and shall also govern the use and/or disclosure of PHI. The Employee shall keep the Clients name, PHI, patient records, identity or other information in the strictest confidence. During the term of this Agreement and for 12 months thereafter, the Employee shall not disclose, use, lecture upon, advertise or publish the name, identity or other information related to Clients, it's business, PHI, medical record, health related information, for whom the Employee has performed services, through any medium including but not limited to social media (including LinkedIn, Facebook, Twitter etc.), print media, unless an officer of the Company expressly authorizes such in writing.

The revised Employee Proprietary Information, Inventions and Non-Competition Agreement with the aforementioned amendments can be accessed in the link below

 [WinWire Employee Proprietary Information Inventions And Non-Competition Agreement.pdf](#)

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**II. Amendment in Employee Handbook – India, are as follows;**

**1. A new clause 7.8 “Conflict of interest” is added and to be read as follows:**

A conflict of interest arises when an employee's personal interests or activities could hinder their ability to make unbiased decisions and prioritize the best interests of the Company. Such conflicts can compromise professional ethics, undermine the integrity of business decisions, and negatively impact the Company's reputation.

Identifying Potential Conflicts of Interest: Employees should be aware of activities or relationships that may create or give the appearance of a conflict of interest. Some examples include but are not limited to:

1. Financial Interests: Holding a significant ownership interest or financial stake in a competitor, supplier, or customer of the Company.
2. Outside Employment: Engaging in employment or consulting work with a competitor, supplier, or customer that may compromise the employee's ability to fulfill their duties to the company.
3. Personal Relationships: Participating in business decisions involving family members, close friends, or romantic partners.
4. Gifts and Entertainment: Accepting gifts, hospitality, or other favors that may influence business decisions or create a perception of bias.
5. Insider Information: Using non-public information for personal gain or sharing such information with others.
6. Dual Loyalties: Engaging in activities that conflict with the best interests of the company or interfere with the employee's ability to perform their job duties effectively.

Employees have a responsibility to disclose any actual or potential conflicts of interest to their reporting manager, or the Human Resources Department. This disclosure should be made promptly upon becoming aware of the conflict or whenever a new conflict arises. Employees are also required to sign a Declaration Form to that effect.

**2. The below paragraph is added as Clause # 9.2 and the same is read as follows**

**Non- Hiring and Non Solicitation**

Employee acknowledges and agrees, that during the employment period and for twelve (12) months after the end of employment with the Company for any reason, Employee shall not, directly or indirectly: (i) solicit the clients seeking employment or accept any offer of employment from the client, either part time or full time, temporary or permanent, from the clients engaged with the Company at present or in past 6 months prior to your termination of employment with the Company (ii) interfere with, divert or attempt to divert, or take any other action that may cause the clients to terminate or adversely alter its relationship with the Company; or (iii) provide any services to the clients (iv) enter into any employment, consultant or contractual relationship with the clients. Notwithstanding anything to the contrary, the restrictions set forth in this Section above shall apply, including but not limited to employees performed services for the client, during the employment period. If Employee breaches this Section, Employer shall be entitled to all damages resulting from each and every individual breach, in addition to any other remedies, including equitable remedies, that Employer may have.

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3. A new clause 4.1A "Change in the Employee Handbook" is added;
4. A new clause 4.2.2 "Provident Fund" is added;
5. A new paragraph is added under the clause 4.4.3 "Unauthorized Absence";
6. A new clause 9.4A "Anti- Retaliation" is added;
7. A new clause 9.6 "Social Media Policy" is added;

The Employee Handbook with the aforementioned amendments can be accessed in the link below

 [WinWire Employee Handbook - India.pdf](#)

This Amendment may be executed in one or more counterparts, each of which will be deemed as original, and all of which will constitute one and the same instrument.

For **WinWire Technologies India Private Limited**



**Sign:**  
**Name:** Pavan Kumar K  
**Title:** Director-HR  
**Date:** 16-June-2023

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I, [.] , hereby acknowledge, confirm and agree that I have read and understood all the contents of this Amendment Letter along with the revised Employee Proprietary Information, Inventions and Non-Competition Agreement and the revised Employee Handbook linked with this Amendment Letter for my reference and I will, at all times, abide by the abovementioned amendments.

**Sign:**  
**Name:** Vemula Bhargav  
**Title:**  
**Date:**

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