

Date: 15 February, 2019

Letter of Offer

Dear Jafar Vali,

Thank you for your interest in working with us at Qsome Technologies Pvt Ltd. We are pleased to offer you the position of 'Test Engineer'.

Pay and other Benefits

Your compensation package will be as follows:

Description	Amount(Rs.)
Basic salary	1,03,680
Allowances	88,320
Provident fund	12,444
Performance bonus: upon completion of 1 year of uninterrupted service, with good performance.	15,556
Gross compensation	220,000

The breakup of the compensation and benefits applicable to you will be as per the Company policies from time to time. You are expected to treat this information and any changes made therein from time to time as personal and confidential.

Employment Conditions & Duties

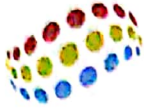
In the text below, "Company" for all purposes shall mean Qsome Technologies Pvt Ltd.

Your duties will be allocated by the Management. You must be willing to perform all of the roles, functions and duties as assigned by the management at all times as may be required. Your services will be governed by general service conditions as given below:

- Intellectual property:** You agree to assign unrestricted ownership of all intellectual property artefacts – designs, code, documents, correspondence etc that you create during your employment, to the company. You shall claim no rights on any IP you create as an employee of the company. In the event of your separation from the services, shall promptly disclose all inventions and shall surrender possession of all such inventions, trade secrets or other equivalents.
- Full Time work and commitment:** Your position is a whole time employment and you shall devote yourself exclusively to the business of the Company. You will not undertake any work of similar nature with any other company during the period of your employment with this company. You will disclose to the company if you own a stake in another organisation in excess of 4% of that organisation's capital.
- Leave:** You will be entitled to 12 days privilege leave and 10 days illness leave annually in accordance with and subject to the company's leave rules from time to time.
- Code of Conduct:** You are expected to operate with the highest degree of initiative, economy, efficiency and responsibility. You will at all times act bearing in mind the best interests of the company and will at no time, do or say anything which compromises the company's goals or reputation.
- Transfer:** You may also be transferred temporarily or permanently to any of divisions, subsidiary or associate companies or client owned Global Operations centres or Client location within or outside India (Whether now existing or still to be formed). In such case, you will be governed by the terms and conditions of service as applicable to the new assignment.
- Responsibilities:** The Company reserves the right to alter or allocate different responsibilities to you from time to time depending on the business needs of the Company. You are expected to perform effectively to ensure achievement of required results and you will be required to work under the supervision of such officers as directed by the Company from time to time.

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- G. **Company's assets:** If, during the course of your employment with the Company, you are provided with any Company assets, you shall maintain the same in good working condition and you shall return the items to this Company prior to your ceasing to be in the employment of the Company.
- H. **Cyber Crimes:** You shall not indulge either by yourself or in association with others, either through the facility of the company or otherwise, in any cyber-crime or any related activity which is deemed to be a crime under any law for the time being in force. While in employment with the company you shall promptly report all such activities that may come to your knowledge and shall not be an accomplice to such activities in any manner. You shall not logon to download or get connected to any obscene or prohibited Internet sites, using any official equipment or infrastructure.
- I. **Probation:** First 90 days of employment shall constitute as probation period, during which period the Employer may in its absolute discretion, terminate the Employee's employment without notice or cause.
- J. **Separation:** You may quit the services of the Company at any time with **notice period of 15 days**, just as the company may conclude its employment relationship with you at any time without assigning any reasons with due **notice of 15 days** or salary in lieu thereof. The Company reserves the right to pay or recover salary in lieu of notice period and to relieve you before the expiry of the notice period. On separation, (by retirement, resignation or otherwise), you are required to immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, or records, etc., belonging to the Company or relating to its business and shall not make or retain any copies of these items. You will also return to the Company all the assets given to you for official use as per the various policies / schemes applicable to you as a part of your Compensation & Benefits. This would not apply to those assets or items, which you may need to buy under any of the schemes introduced by the company and availed by you. In the event of separation of your services or cession of your services, prior to the vesting date, you would not have any pro rata entitlement of ESOP or Shares.

During your employment with the Company, you shall be subject to, and have to abide by, the rules and regulations stipulated by the Company. The Company may, at its discretion, modify, from time to time, the rules and regulations, as it deems fit.

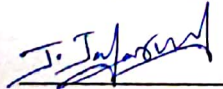
Upon your acceptance of this offer, your existing consultancy contract with the company will stand cancelled.

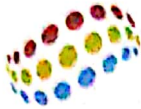
For Qsome Technologies Pvt Ltd


CEO / Director

Acceptance by Candidate

I have read, understood and accepted the above in totality. I understand that the terms and conditions are pre-conditions to my being offered employment with the company. I also confirm that I will join Qsome Technologies on _____.

Signature: 	Name: <u>J. JAFAR VALI</u> Date: <u>15 Feb 2019</u> Place: Bangalore
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EMPLOYEE NON-DISCLOSURE & NON-COMPETE AGREEMENT

This EMPLOYEE NON-DISCLOSURE & NON-COMPETE AGREEMENT has been entered into this day 14 February, 2019.

BETWEEN

Qsome Technologies Private Limited, an Indian Company having its registered office at 1062, Sobha Jasmine, Outer Ring Road, Bellandur, Bangalore - 560103, Karnataka (hereinafter called Qsome which expression unless repugnant to the context shall mean and include its subsidiaries, and its successors and assigns).

AND

J. JAFAR VALI, an Employee of Qsome and residing at, D.No-8/307,
om Shanti Nagar, Tadipatri, Anantapur Dist.
Pincode - 515411 (hereinafter referred to as "Employee" which expression unless repugnant to the context shall include all beneficiaries of the said employee).

1. Definitions

Intellectual Property: Includes existing and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks and other confidential and/or proprietary information limited to that forming part of the subject-matter of the agreement, and inclusive of all intellectual property that is the subject of ownership by Company and/or its subsidiaries, venture partners and predecessors in interest, business and/or title, arising out of the performance of this agreement and/or other business arrangements, inclusive of but not limited to any oral arrangement which Company may have entered into with the Party or other party.

Confidential Information: Confidential information means, trade secrets, know-how, patents, utility models, formulations, processes/methods of preparation, test data, conducted in-house or by/through collaborative/venture efforts, inclusive of any and all improvements/modifications, alterations substantial or otherwise etc., that may have been effected to the said Confidential Information by Company. Also as used in this agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement inclusive of but not limited to any other prior confidential agreement whether explicit or implied by terms and relationship of Party with the company and his stated or present functions, that is subsisting on the date of this agreement; (ii) Company's business plans, strategies, methods and/or practices; (iii) any information relating to Company or its business that is not generally known to the public, including, but not limited to information about Company's Personnel, products, customers, marketing strategies, services or future business plans; (iv) Process information defined as data/test data/reports/studies in-house or contracted/details/quantified steps/process details whether affixed on paper or transferred by way of oral and/or practical instruction with reference to any product which company may own or be associated with such as manufacturing information, procurement specifications, quality control specifications, inspection and test protocols inclusive of other data that Company has ownership of/retains and is available and being used by Company with reference to its business/products/R&D efforts and general and specific information not limited to processes, machines, manufacturers, composition of matter, know-how, methods, techniques, systems, software (whether in object, source or executable code) documentation, data (irrespective of whether human or machine-readable) pertaining to the Company's products, manufacture and sale of products envisaged by company's know-how or any other improved know-how; (v) any confidential information disclosed to the employee by a customer of Qsome; and (vi) any confidential information disclosed to the employee by any other company under a non-disclosure agreement with Qsome.

Employee: Employee means any individual who was or is an employee of Qsome whose status is permanent or contractual in nature on the date of commencement of the business by Qsome its venture partners or its subsidiaries or beneficiaries.

WHEREAS

- Employee during his/her normal course of business has access to Intellectual Property and Confidential Information.
- The unauthorized disclosure by employee or ex-employee of the said intellectual property or confidential information could expose Qsome to irreparable harm in monetary terms as well as in terms of reputation and goodwill.
- Qsome thus wishes to safeguard against the wrongful or inadvertent disclosure of its intellectual property or confidential information.

2. Acknowledgement of Confidentiality

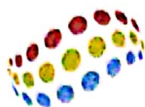
Employee hereby acknowledges that the intellectual property and/or confidential information are in the nature of confidential and proprietary information.

3. Agreement not to disclose

- Employee hereby agrees that he/she shall hold in confidence and hereby agrees that he/she shall not use, commercialize or disclose except under terms of employment of Qsome, any confidential information or intellectual

J. Jafar Vali

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property to any person or entity, or else under provision governed by this memorandum except as Qsome may approve in writing.

b. Even upon assignment of confidential information or intellectual property to Qsome, Employee undertakes to use at least the same degree of care in safeguarding the confidential information as he/she uses or would use in safeguarding his/her own confidential information, and shall take all steps necessary to protect the confidential information or intellectual property from unauthorized or inadvertent disclosure.

4. Remedies for Breach of Confidentiality

Employee agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to Qsome which will not be adequately compensable in monetary damages, that Qsome will have no adequate remedy at law thereof, and that Qsome may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect Qsome against, or on account of, any breach by the employee/ex-employee of the provisions contained herein, and employee agrees to reimburse the reasonable legal fees and other costs incurred by Qsome in enforcing the provisions of the proposed transaction.

5. Non-Compete

Employee inclusive of his/her direct beneficiaries in business, interest and title in recognition of the transfer of Confidential and Proprietary Information to Qsome hereby agrees not to directly or indirectly compete with the business of Qsome and its successors and assigns.

6. Jurisdiction

Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at Bangalore, Karnataka.

7. General Provision

a. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral.

b. This Agreement is expressly limited to its terms and may be modified or amended only by writing signed by both parties.

c. Neither this Agreement nor any rights or obligations inherent in Qsome, Confidential Information, know-how, trade secrets and other property and intellectual property hereunder may be transferred or assigned without Qsome written consent respectively. Any attempt to the contrary shall be void.

8. Severability

a. The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

b. The parties hereto consider the restriction contained to be reasonable as to protect Qsome interests and rights.

9. Force Majeure

Neither party will be responsible for any failure to perform its obligations under this agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

10. Notice

All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually delivered, or after 15 days after mailing, if mailed by registered post.

11. Validity

The terms of this agreement will be valid during the period of employee's employment with Qsome, and for a period of 3 years [Three Years] following the expiration or termination of employment contract and notwithstanding the cause or reason for termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

For Qsome Technologies Private Limited

Director
Bangalore.

Name: J. Jafar Vali

J. Jafar

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