

CIN#U74200TG2002PTC044767

OFFER AND APPOINTMENT LETTER**Name:Kiran Kumar Vandavasi****Location:Bangalore****Date of Issue: 11-Nov-2024****Dear Kiran,**

Further to our discussions, we are pleased to offer you employment with Netcracker Technology Solutions (India) Private Limited., hereafter referred to as the "Company" or "Employer", a registered company of India having CIN: U74200TG2002PTC044767, with its principal place of business at 7th to 11th Floor, Block P2, South Wing 201/Part Divyasree Techridge, Lanco Hills Private Road, Manikonda, Hyderabad, Telangana, India, 500089, Telangana, India.

This offer cum appointment letter hereafter referred to as "Letter" is entered between the "Company" and Kiran Kumar Vandavasi hereafter referred to as "Employee" or "you". Each of Company and Employee is hereinafter referred to as a "Party" and together as the "Parties".

Please note that the validity of our offer under this Letter is conditional upon receipt of your acceptance of this letter by the date provided herein, post which it will automatically lapse.

This offer of employment is further subject to the information contained in your application form and/or curriculum vitae being true and accurate, including satisfactory & successful verification of your background, previous employment(s), educational qualification(s), criminal/ court and global database checks. You further authorize the Company to conduct such searches with Government or enforcement authorities as are necessary to enable it to verify that you do not hold any criminal convictions. Additionally, if you fail any of the above checks, validation or approval, or do not cooperate or provide assistance in undergoing such checks, validation or approval process, this offer will immediately lapse without any claim against.

Further, this Letter lays down the terms of employment, agreed upon by the Company and you. It is important for you to understand our mutual expectations regarding your employment, which is subject to your acceptance of below listed terms of your employment with us. Other terms and conditions applicable to your employment will be set forth in the Company's policies and procedures which you agree to observe and follow during your employment with the Company. These company policies and procedures may be varied from time to time. The Company reserves the right to change its Policies and Procedures from time to time at its sole discretion.

1. Terms, Scope of Employment & Work Hours:

1.1 Your employment shall be on Full Time basis commencing on **13-Jan-2025**.

1.2 You will be initially employed as **Test Automation Engineer**.

1.3 Your place of work will initially be at the Company's Bangalore office. However, your services can be transferred by the Company from one location to another, one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business. The decision of the Company in this regard shall be final and binding on you.

1.4 In case you are hired fresh out of college or university campus and the results of your examination is still awaited, your continued employment with the Company will be subject to passing the said examination appeared before joining the Company and completing the course, failing which the Company reserves the right to take action including termination of your employment without notice.

1.5 You confirm that there are no other agreements executed by you with third parties and or previous employer(s) that directly or indirectly conflict with the terms and conditions of your employment or restrict your ability to enter into full time employment with the Company.

1.6 You will be on probation for a period of 3 (Three) months from the date of your joining the Company, during which period, your employment may be terminated by either party by giving 2 (two) weeks' notice in writing or salary in lieu thereof. The Company however shall have the right to terminate your employment without notice or payment in lieu thereof, if you are found guilty of violating all or any terms of clause 7, Termination of Employment of this Letter below. The Company may choose to extend such probationary period to the extent it deems fit. Upon successful completion of the probation period, which is at the sole discretion of the Company, employment will be confirmed automatically and/or in writing, unless communicated.

1.7 Subject to clause 1.6 above, the term of your employment will be indefinite, subject to termination pursuant to the terms of this Letter and the requirements of applicable India law.

1.8 You will retire from the services of the Company on the last date of the month in which you reach the age as per the Company's retirement policy. The date of birth as recorded at the time of employment will be reckoned for this purpose.

1.9 The working hours under this Letter will be the minimum number of hours as applicable in the state where the employee is located and working, generally from 9:30 AM to 6:30 PM.

1.10 Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the business unit to which you will be attached.

1.11 You may be required to work in shifts for different work hours or workdays during the week depending on the business or team that you may be working for. You will be advised by your manager or department about such requirements at the time of joining and later from time to time as appropriate. Certain business teams also operate on 24x7 basis and hence may have rotational shifts or related requirements for their respective team members. Please refer to the Company's policies and procedures for further details.

2. Performance of Duties:

2.1 Your duties and responsibilities will be congruent with the **Test Automation Engineer**, and as from time to time established by the Company in its discretion.

2.2 You hereby agree that, during the period of employment under this Letter, you will diligently and loyally devote all of your professional skills, time, energies and best efforts to the performance of your duties on behalf of the Company, and shall endeavor, to the best of your abilities to achieve the goals and adhere to the parameters set by the Company.

2.3 Unless specified in writing, you shall not be authorized to enter into any contractual obligations on behalf of the Company or its affiliates including creating a lien (statutory or other), security interest, mortgage, pledge, assignment, encumbrance, chattel or conditional sale or other title retention agreement or any other financial obligations or otherwise on behalf of the Company or its affiliates.

2.4 During your employment, you will be required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of the Company at all times. You shall not, without the written consent of the Company, be in any way directly or indirectly actively engaged or concerned in any other business or undertaking whether or not for compensation.

3. Business Travel & Transfers:

3.1 Notwithstanding, your duties may require you to engage in travel on behalf of the Company, and to work at hours required by the nature of the business of the Company. You expressly agree to accept such reasonable travel and hours of work without additional compensation.

3.2 Business travel and assignments outside of India will be notified to you in advance, but you agree that you will not refuse such travel and assignments without imperative reasons.

3.3 Your reasonable and necessary professional expenses for travel and lodging, incurred in furthering of the Company business, will be reimbursed to you in accordance with the standard policies of the Company, as from time to time in effect, upon presentation of documentary evidence acceptable to the Company.

3.4 Although the Company will endeavor to ensure that any transfer or relocation does not cause unnecessary disruption to your status, the Company does not guarantee the continuation of any facility or perquisite upon transfer. In all cases of transfers, you will be governed by the Company's transfer policy.

3.5 Reasonable relocation costs as determined by the Company may be paid if applicable, subject to the Company's Relocation Policy in effect at the time of such relocation. In the event of transfer of your employment to any company within the Netcracker Technology Cooperation and its subsidiaries, your new employment will be subject to the terms of this Letter until you sign another one with the new employing company.

4. Compensation & Benefits:

4.1 Your initial Total Fixed Compensation will be **INR 1250000/-** only per annum (**INR Twelve Lakh Fifty Thousand Only**), payable in monthly installments, and subject to any deduction required by the India law. This figure may be amended from time to time according to Company's policy, and as required by the India law. Please refer to Annexure B to know about the details of your compensation.

4.2 During the term of this Letter, your salary shall be paid by the means of bank transfer or any other method convenient to the Employer.

4.3 Salary will be paid into your salary account by the last day of each month. Should the payment date fall on a public holiday or a non-working day, payment will be made on the previous working day.

4.4 The payment of any bonus, royalty, share options, award, premium or other similar benefit will be at the Company's absolute discretion. The Company reserves the right to withhold any bonus or award payment or withdraw any such scheme at any time without giving prior notice.

4.5 The Company may withhold from your compensation any and all amounts owed to the Company by you to the maximum amount permitted by law.

4.6 The Company has the right to deduct from your pay/salary any sums which you may owe to the Company, including without limitation, any over-payments or loans made to you by the Company or any demand raised by any judicial or quasi authority for the actions done by you and / or losses suffered by the Company as a result of your negligence or breach of Company's Policies and Procedures or failure to return Company's property.

4.7 You will be reimbursed for any reasonable expenses properly incurred by you while performing your duties on behalf of the Company, subject to your compliance with the Expenses Policy of the Company.

4.8 You will also be entitled to company benefit plans for India, as established from time to time by the Company, at such times as you qualify for them or, as the case may be, as you are selected for participation in them. The Company reserves the right to amend or discontinue such benefit programs in its sole discretion and without compensation to you for such amendment or discontinuance.

5. Disability:

5.1 You will notify the Company immediately of every incapacitation from work by you and its probable duration. Upon request by the Company, reasons for the incapacitation must be given by you.

5.2 In case of illness, you will provide a medical certificate of the incapacitation, also stating its probable duration, before expiry of the 3rd (third) calendar day after the beginning of the incapacitation. In case of any illness exceeding the stated period, you will provide a further medical certificate within 3 (three) calendar days after the expiry of the previous medical certificate.

5.3 Subject to your complying with Company policies and procedures relating to notification and certification of periods of absence, and satisfactory verification of the same by the Company, you will be paid certain disability compensation for periods of incapacitation under the terms of the policies of the Company as from time to time established.

6. Foreign Nationals:

6.1 In case you are not an Indian national and, under any law required to obtain applicable visa / work permit / authorization or permission from appropriate government authorities to work in the country, you are required to ensure all such permissions are obtained before commencement of employment with the Company.

6.2 You are also required to ensure all future correspondence and permission for continued stay and employment in the country as per the governing law is complied with at all times. If required, Company shall be at liberty to demand copies / originals of such permission.

6.3 It is made clear that you're having valid work permit / authorization, at all times of your employment, is an inherent requirement of your employment with the Company. Any time after the execution of this employment contract, if it is found that you do not have required work permit / visa, the Company shall have the right to terminate your employment, without notice, with immediate effect, without having any liability towards you.

6.4 Subsequent renewal or extension thereon is also subjected to the Company's Management and Immigration approvals.

7. Termination of Employment:

7.1 Termination:

7.1.1 This offer of employment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your employment with immediate effect, without notice or salary in lieu thereof.

7.1.2 The Parties mutually accept the possibility that at some future point of time the Company and/ or you may wish to end the current Letter of employment.

7.1.3 Your position with the Company calls for mandatory compliance with the Notice Period (as defined below), unless relaxed by the Company in writing. Your employment may be terminated by either the Company or you upon giving written notice of 2 (two) months ("Notice Period") or payment of 2 (two) months' salary as per Appendix B, in lieu of such Notice Period to the other Party after adjusting for encashment of earned leaves on prorated basis, subject to applicable laws, in accordance with the date of leaving the Company. The Company holds the right to accept or deny payment in lieu of the said Notice Period, or the statutory requirement of the then applicable law, whichever is greater, and payment of any statutory gratuity required by law.

7.1.4 The Company reserves the right to terminate your employment with/without notice and without payment of severance, forthwith, "for cause" which shall include the following:

- a) you have been found guilty of any misconduct or indiscipline after due enquiry by the Company;
- b) you have violated any of the terms of this Letter or Company's Policies and Procedures;
- c) you have been grossly negligent, or have neglected your duties, or have underperformed your duties, or have performed your duties in a manner unacceptable to the Company;
- d) you have suppressed any information or submit false information with the view to obtain employment in the Company;
- e) you are charge sheeted or convicted for any offence under any law for the time being in force in any jurisdiction, including filing of a first information report;
- f) you commit any act detrimental to the interest of the Company;
- g) you abstain from work for 3 (three) working days without informing the Company; or
- h) you are in breach of any of the provisions of Appendix A.

7.1.5 At the end of the termination of your employment for whatever reason, you will return to the Company without delay all assets belonging to the Company, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to the Company or relating to its business affairs or dealing which are in your possession or under your control. At the Company's option, you agree to provide a written certification of your compliance with this clause. Further, you agree to sign a termination certificate in accordance with Company's policies and procedures, which will reaffirm your compliance with your post-termination obligations including return of Company's property and compliance with the provisions of Appendix A and releasing Company from all claims, liabilities and obligations

7.2 Consequences of Termination: Upon termination:

7.2.1 you shall automatically cease to hold all offices held by you;

7.2.2 you shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of your responsibilities and ensure that the Company is aware of all matters being handled by you;

7.2.3 under clause 7.1 above by either Party, the Company may at its discretion, require you to cease to render all or some of the duties, during all or part of the Notice Period. During any such Notice Period, you will continue to remain bound by all provisions of this Letter, except to the extent expressly dispensed with by the Company. As agreed by both the Parties, the Company shall pay compensation as per this Letter to you until the end of the Notice Period;

7.2.4 you shall promptly return to the Company and the Company shall be entitled to reclaim, all property of or relating to the business of the Company which is in the Employee's possession or control, including without limitation Company-provided laptop, hardware, software, telephone, mobile, credit cards, access cards and any documents, manuals, data, files, books, audio tapes, video tapes, discs, records and information relating to the business of the Company or its clients, subsidiaries or affiliates and any other knowledge databases of the Company which are in a tangible form, records and all other documents containing Confidential Information in a tangible form, the Intellectual Property of the Company and any letter of authority or power of attorney issued to the Employee, shall be surrendered by the Employee to a person duly authorized by the Company or at the request of the Company be destroyed by an authorized person of the Company. The Employee shall handover to the Company one copy of and then destroy all other copies of such documents, manuals, records and information that are in electronic form and shall if required, certify the fact of such handover and destruction to the Company. The Company reserves the right not to relieve you from employment in the event any such property, documents or information has not been properly handed over by you to the Company or destroyed as required above; and

7.2.5 you shall be deemed to have resigned from all roles then held with the Company and all powers and authorizations including any powers of attorney granted, to the Employee by the Company shall subject to applicable law stand revoked automatically without any further act of any Party with effect from the date of termination. You shall submit such documents as required by the Company to intimate the statutory authorities regarding cessation of employment of the Employee with the Company (as applicable).

7.2.6 It is understood that the Company shall not be obliged to make any further payment to you beyond the amount of any unpaid Compensation under this Letter or as mutually agreed between the Parties, and under applicable laws. Further, the termination of employment under this Letter shall be without prejudice to any right that the Company may have in respect of any breach by you of any of the provisions of this Letter, which may have occurred prior to such termination.

7.3 Serious misconduct:

Instances of serious misconduct shall include any act or omission by you which amounts to one or more of the following:

7.3.1 misrepresentation of qualifications, falsification of employment application, made false representations, submitted false documents, suppressed material facts or information required or that ought to have been disclosed;

7.3.2 insubordination, disloyalty or dishonesty;

7.3.3 material breach of the terms of this Letter;

7.3.4 any act of moral or financial turpitude or which is likely to adversely affect the Company's reputation within or outside India;

7.3.5 intention to commit a criminal offence against the Company;

7.3.6 being convicted of any offence liable to punishment by imprisonment;

7.3.7 repeated violation of Company policies or work rules, including repeated failure to work during the Company's normal business hours, or overstaying the sanctioned leave without sufficient grounds or proper satisfactory explanation, exceeding the stipulated period of 3 (three) days as mentioned within clause 7.1.4 (g); or

7.3.8 fraud, theft, or gross malfeasance on the part of the Employee, including, without limitation, conduct of a disruptive, felonious or criminal nature, or involving embezzlement, or misappropriation of assets; or the deliberate tampering with or unauthorized use of computer hardware or software;

7.3.9 negligence, misdemeanor which is likely to affect or affects the reputation or operations of the Company, willful actions or misconduct detrimental to the Company or breach of standards adopted by the Company governing behavior and conduct, professional independence or conflict of interest;

7.3.10 misappropriation or misuse by the Employee of the Company's property, or insubordination or failure to comply with the directions given to the Employee by persons so authorized;

7.3.11 irregularity in attendance, or your unauthorized absence of from the place of work for more than three (3) working days, or failure to rectify performance after formal notification of non-performance;

7.3.12 undertaking any other business which competes directly or indirectly, and/or does not compete with the business of the Company, during the course of employment with the Company.

8. Mutual Remedies:

8.1 The Parties agree that if either Party violates this Letter, then both the Parties may each, in addition to indemnity and damages, be subject to court enforcement of the specific terms and provisions of this Letter. The Parties mutually acknowledge that it may be difficult to ascertain the exact amount of damages for violation of these provisions, but those damages would be of a continuing nature and that the Parties would each suffer irreparable harm and injury by reason of such violations. Consequently, the Parties consent to court enforcement of the specific language of this Letter.

8.2 All of the rights, duties and obligations between the Parties as set forth in this Letter are in addition to those provided by applicable law and none of the remedies specifically provided for in this Letter will preclude either Party from pursuing additional remedies available to either of the parties.

9. Indemnity:

Employee hereby agrees to indemnify the Company and to save and hold harmless the Company, from and in respect of all reasonable fees, costs and expenses, including legal fee incurred in connection with or resulting from any claim, action, or demand (including physical damage caused to the Company's property) against the Company that arises out of or in any way relates to breach of the terms of this Letter and/or any policies of the Company, negligence, fraud, professional misconduct (including serious misconducts as defined herein) or willful default on the part of the Employee during the course of your employment with the Company or arising out of any breach of any representations, covenants and other terms of this Letter by Employee.

10. Severability:

If any provision of this Letter shall be found to be unenforceable, invalid or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity or unenforceability of any provision in any particular circumstance shall not affect its legality, validity or enforceability in other circumstances. Following the determination that any provision of this Letter is unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this Letter as nearly as possible to its original intent and effect.



11. Successors and Assigns:

This Letter may not be assigned by either Party, except that it shall inure to the benefit of and be binding upon any successor to the Company by merger or consolidation or the acquisition of all or substantially all of Company's assets, provided such successor assumes all of the obligations of the Company. It is expressly declared by the Parties that they do not intend this Letter to confer upon or give to any other third party any right, claim, cause of action, or other interest herein.

12. Notice under the Letter:

Any notice given under this Letter to the Employee may be served by being handed to the Employee personally, or by being sent by registered post or courier, where appropriate, to the Employee at their last known address, with service deemed to be the day next (except Sunday) following the day of posting, and with sufficient proof of service by post being proper address of the envelope and prepaid posting of the registered letter. Notice to the Company may be hand delivered or sent by registered post or courier, where appropriate, to the Company's registered office for the time being. Parties shall in addition to the aforesaid modes of service, also serve the notice by email.

13. Governing Law and Jurisdiction:

13.1 This Letter is to be governed and construed by the laws of India.

13.2 The courts of Hyderabad shall have exclusive jurisdiction in respect of all matters arising in relation to this Letter.

14. Miscellaneous

14.1 This Letter supersedes any prior oral or written agreements between the Parties relating to the Employee's employment with the Company. Further this Letter, together with the schedules and appendices, constitute the entire agreement between Parties. This Letter can only be modified in writing, signed by both the Parties.

14.2 The expiry or termination of this Letter is without prejudice to the rights of each Party that have accrued prior to such expiry or termination. The right of each Party to terminate this Letter in accordance with the provisions hereof are without prejudice to the other rights and remedies of such Party under law, contract or equity.

14.3 The Employee will be governed by all the company's policies, rules, procedures and guidelines that are in force now and also those, which may come into force from time to time even if they are not individually notified to the Employee in writing. The Company has sole and absolute right to change any of its policies, rules, procedures and guidelines at any time to meet exigencies of business.

14.4 The Parties acknowledge and agree that the foregoing, together with the additional obligations in Appendix A, accurately describes the relationship that the Employee is willing to enter into with the Company and both the Parties agree that this Letter is fair and reasonable.

14.5 The Employee agree to thoroughly familiarize themselves with and comply with all the Company's policies, rules, procedures and guidelines in place from time to time.

14.6 The Parties acknowledge, accept and understand this Letter by signing below and by putting the Employee's initials on all the pages of this Letter. By accepting this Letter, the Employee confirms that there are no contractual or other legal impediments, which may prevent the Employee from commencing the employment with the Company.

Netcracker Technology Solutions (India) Private Limited,

Acting by: Srinivas Prabhu Sangam

Title: Director, Human Resources

Signature:



Date: 11-Nov-2024

Agreed and Executed by:

Name: Kiran Kumar Vandavasi

Candidate/Employee Signature:

Date:

APPENDIX A

Non-Compete, Non-Solicit, Confidentiality, and Assignment

The following additional material terms and conditions of the employment are incorporated into the Letter in this Appendix A. Each of the Parties hereby agree to be bound by these terms to the same degree and manner as all terms of the Letter.

1. No Conflict of Interest:

- a) The Employee represents and warrants that they have not entered into any previous or contemporaneous agreements which may be in conflict with the terms and conditions of this Letter (including the schedules and appendix), or which would preclude them from fully performing their job responsibilities for the Company.
- b) The Employee represents that their performance of all the terms of this Letter and as an Employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the Employee in confidence or in Company prior to their employment by the Company, and the Employee will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.
- c) During the employment with the Company, and for a period of twelve (12) months after the Employee's resignation or termination of employment, the Employee agrees not to become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to the Company's or which in any way otherwise competes with the Company. While the Employee is employed by the Company, they also agree not to become a director of any company or business, without the Company's written consent. The Employee agrees that they will also adhere to all of the Company's standards and policies in effect from time to time. If the Employee ever have any questions about these standards or policies, they will discuss them openly with their manager or with the Human Resources department of the Company.
- d) The Employee shall avoid actual or apparent conflicts of interest, including without limitation, any personal interest outside the Company, which could be placed ahead of your obligations to the Company. The Employee also agrees to abide by all existing and future laws of India, laws of any other country which may be applicable in discharge of your duties and functions for the Company and Company's own internal rules and regulations and policies and practices, as introduced and amended from time to time.

2. Confidential Information:

- a) Confidential Information includes without limitation any data or information that is proprietary to the Company and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
 - (i) Any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Company, its Affiliates, subsidiaries, parent, holding companies and group companies;
 - (ii) Business related functions, business systems, processes and services, customer details, trade secrets, know how, proprietary information, business strategies relating to the business of the Company and its group companies;
 - (iii) Plans for products or services, and customer or supplier lists;
 - (iv) Any technical information, invention, design, process, procedure, formula, improvement, technology or method;
 - (v) Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;

(vi) Information transmitted either directly or indirectly, in writing, orally, visually, documents (e.g. data room, e-mails, video terminal display), by inspection of tangible materials or documents (including, without limitation, information in the nature of documents, financials, prototypes, samples, media, documentation, drawings, discs and code, accounting and marketing information, analyses, forecasts, predictions or projections, as well as technical information, software, demonstration programs, routines, computer systems, techniques, records, files, memoranda, drawings, plans, price lists, or other account information, trade secrets, trademarks, trade names, patents, know how, and/or other intellectual property and information relating to the facilities, business opportunities, financial schemes, financial summaries, including but not limited to names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, pricing information and other information identifying facts and circumstances specific to the customers of the Company, list of actual or potential service recipients, suppliers, and all data, reports, analyses, compilations, studies, documents or other material derived by, prepared or developed on the basis of such information). Confidential information shall include, without limitation, any materials marked or not marked as confidential, and any summaries or reports, carried out or prepared by the Employee on the basis of the Company's information (including any part thereof) shall also be considered Confidential Information. Confidential Information shall also include notes, memoranda, analysis, reports, compilations, studies, derivatives or such other information prepared or referred to by the Employee that contain and/or are based on and/or are in relation to the Confidential Information. The existence and contents of this Letter, the purpose of this Letter, and any discussion regarding the purpose shall also be treated as Confidential Information; and

(vii) Any other information that should reasonably be recognized as confidential information of the Company. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

b) The Employee agrees and acknowledges that they have an absolute duty, both during and after their employment, to maintain and safeguard the Confidential Information of the Company which they are entrusted with or exposed to during their employment with the Company. The Employee agrees that the Confidential Information is the property of Company and they will hold it in trust for the Company's benefit. The Employee may be required to sign additional documents which record this commitment on their part.

c) The Employee agrees to make and maintain adequate and current written records, in a form specified by the Company, of all inventions, trade secrets and works of authorship assigned or to be assigned to the Company pursuant to this Letter.

d) The Employee agrees that during their employment by the Company, they will not remove any Company documents and materials from the business premises of the Company or deliver any Company documents and materials to any person or entity outside the Company, except as they are required to do in connection with performing the duties of their employment.

e) Upon the termination of the Employee's employment (for whatever reason and howsoever arising):

(i) the Employee will not use Confidential Information, as defined herein, for their benefit or disclose it to any others without the Company's prior written permission.

(ii) the Employee agrees to deliver promptly to the Company, at the Company Offices in India, as at the time established, all manuals, tapes, disks, letters, products and product samples, equipment, lists, notes, business records, and all other material which contain or relate to Confidential Information.

f) The Employee agrees that the Company has the right to withhold payments due to the Employee's or take other action permitted under applicable laws to ensure the protection and return to the Company of such property as described in this clause.

3. Disclosure of inventions to the Company:

a) The Employee will promptly disclose in writing to their immediate manager or to such other person designated by the Company all "Inventions," which includes, without limitation, all software programs or subroutines, source or object code, algorithms, improvements, inventions, works of authorship, trade secrets, technology, designs, formulas, ideas, processes, techniques, know-how and data, and business methods whether or not patentable, made or discovered or conceived or reduced to practice or developed by the Employee, either alone or jointly with others, during the term of their employment.

b) The Employee will also disclose to the Company all Inventions made, discovered, conceived, reduced to practice, or developed by the Employee within six (6) months after the termination of their employment with the Company which resulted, in whole or in part, from their employment by the Company. Such disclosures will be received by the Company in confidence (to the extent such Inventions are not assigned to the Company pursuant to clause 4 below and do not extend the assignment made in clause 4 below).

c) The Employee irrevocably appoints the Company to be their attorney in their name and on behalf of the Employee to sign, execute or do any instrument or thing, and generally to use the Employee's name for the purpose of giving the Company or its nominee the full benefit of the provisions of this clause 3.

d) The Employee hereby unconditionally and irrevocably waive all their moral rights in respect of any acts of third parties done with the authority of the Company in relation to any Inventions which are the property of the Company by virtue of this clause 3.

e) All rights under this clause 3 in respect of Inventions made or discovered by the Employee during their employment will continue in full force and effect after the termination of their employment and will be binding on their personal representatives.

4. Assignment of inventions to the Company:

The Employee agrees that all Inventions which is made, discovered, conceived, reduced to practice or developed (in whole or in part, either alone or jointly with others) by the Employee during the employment will be the sole property of the Company to the maximum extent permitted by the laws of India or the laws of the jurisdiction in which the Company may seek to enforce its rights.

5. Works made for hire:

The Company will be the sole owner of all patents, patent rights, copyrights, trade secret rights, trademark rights and all other intellectual property or other rights in connection with inventions that are the sole property of the Company. The Employee further acknowledges and agrees that such inventions, including, without limitation, any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purposes of the Company's rights under copyright laws. The Employee hereby unconditionally and irrevocably assigns to the Company any and all rights, title and interest the Employee may have or acquire in such Inventions. If in the course of their employment with the Company, the Employee incorporates into a Company product, process or machine a prior invention owned by the Employee or in which the Employee has interest, the Company is hereby granted and will have an exclusive, royalty-free, irrevocable worldwide license to make, have made, modify, use, market, sell and distribute such prior invention as part of or in connection with such product, process or machine. The Company will have the power to grant such assignments or sub-licenses of the said worldwide license as it will in its sole discretion deem fit.

6. Non-competition:

a) The Employee agrees that, for a period of one (1) year following termination of their employment with the Company, they will not, within India or the Pacific rim, whether as an employee, sole proprietor, consultant, advisor, partner, shareholder or otherwise in any other capacity, engage in any business which would be competitive with the Company's activities or involve in any way the products, techniques, services or methods employed by the Company or that the Company offers to Customers as defined in clause 7 of this Letter. The Employee further agrees that during this period they will not engage in the solicitation of business of the same or similar nature to that of the Company from any individual, firm or company who was a customer of the Company during the last twelve (12) months of their employment, with whom the Employee had direct contact professionally.

b) The Employee agrees and acknowledge that it is reasonable and fair that the Company's business interests in this geographic market are protected through this restriction against competition and that their compensation also covers their acceptance of these terms.

c) The Company will treat any request that the Employee may send to the Company, seeking a waiver of this non-competition covenant in a fair manner so as not to create an undue burden on the Employee while adequately protecting the Company's interests.

d) The Employee agrees that in the interests of advancement of the business, during the term of the employment, Employee shall work exclusively for the Company and shall not during this period, directly or indirectly, engage or be interested (as an owner, stockholder, director, officer, employee, salesperson, agent, broker, partner, individual proprietor, lender, trustee, consultant, or otherwise), either individually, or in, or through any person, in any other business, which undertakes, anywhere in India or elsewhere, any activity, which is competitive with, or detrimental to the interests of the Company or its affiliates' current or planned business activity, without the prior written consent of the Company. The Employee understands and agrees that the Company may withhold such consent at its sole discretion. It is hereby agreed to by the Employee that this restriction is reasonable and just, and that he will voluntarily abide by it.

e) The Employee hereby agrees and undertakes that during the term of the employment he shall not (except in connection with your obligations under this Letter) carry on any business which competes with the business of the Company or is similar to the business undertaken by the Company ("Restricted Business") and in connection therewith shall not, directly or indirectly, either individually or in partnership with, as part of a joint venture with, or as a shareholder or officer or employee or otherwise, except without the prior written consent of the Company:

(i) own, manage, operate, join, establish, develop, carry on, or participate in the ownership, management, operation or control of, or be otherwise connected in any manner with, or assist in carrying on or be engaged in, any business that is the same or similar to the Restricted Business in part or in whole and/or which competes with the Restricted Business in any manner whatsoever, including, without limitation, as an employer, employee, owner, partner, consultant, adviser, principal, agent, stockholder, member, trustee or proprietor, or otherwise;

(ii) render any services or advise, assist, aid in establishing, managing, operating, providing or developing or act as consultant or professional advisor to any Person engaged in any activity which is the same as and/or similar to the Restricted Business in part or in whole and/or which competes with the Restricted Business, either on its own account or on behalf of any other Person whether as an agent, licensee, advisor, consultant or under any other relationship;

(iii) provide any technical Know-how, expertise or any information (including any Confidential Information or information relating to the Intellectual Property of the Company) in any manner or form whatsoever for the purpose of and/or relating to the manufacturing, selling, supplying, marketing or distributing of products or services constituting part of any business anywhere in India that is the same as and/or similar to the Restricted Business in part or in whole or which competes with the Restricted Business;

(iv) deal with the clients, customers, suppliers of goods or services, agents, consultants, contractors of, or any other person who has a business relationship with the Company or its affiliates in any manner which may directly or indirectly adversely affect the business of the Company or its affiliates; or

(v) accept approaches from any suppliers or customers of the Company with whom the Employee has had contact as at the date of termination of the Employee's employment with the Company if the result is that their business with the Company ceases or reduces; or

(vi) render services which would require the Employee to reveal, base judgements upon, or otherwise use any Confidential Information or Intellectual Property of the Company;

7. Customers:

For purposes of this Letter, "customer" means any person or organization which within three years preceding the date of the termination of the Employee's employment, has received a proposal or bid from the Company, or has received products or services from the Company, with or without charge.

8. Non-solicitation of employees:

a) The Employee covenants, undertakes and agrees that during the term of employment, he will not, except with the prior written consent of the Company, directly or indirectly:

(i) attempt in any manner to solicit business from (a) any current or potential customer of the Company or its affiliates, or (b) any person, firm, association or corporation or other entity, which the Employee contacted or otherwise dealt with on behalf of the Company;

(ii) attempt to persuade any person, firm or entity, which is a current or potential customer, or is a supplier or partner or prospective supplier or partner of the Company, with whom the Employee had contact or dealings as at the date of termination of the Employee's employment with the Company, to cease doing business or to reduce the amount of business which any such customer has customarily done or might propose doing with the Company or of its affiliates; or

(iii) employ, solicit, incite, canvass or attempt to employ or assist anyone else to employ any person who is in the employment of the Company or any of its affiliates (including any person who was an employee at any time during the preceding six (6) calendar months) during the employment with the Company and for one (1) year thereafter and hereby agree to promptly provide the Company information on any employees/ex-employees contacting the Employee for employment opportunities during the said one (1) year period.

(iv) Further, the Employee shall not solicit, incite or in any other way encourage other employees of the Company or any of its affiliates to terminate their respective contracts of employment with the Company.

b) If any provision contained in this clause 8 and/or clause 6 shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions herein, but these clauses shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. It is the intention of the Parties that if any of the restrictions or covenants contained herein is held to cover a geographic area or to be for a length of time which is not permitted by law, or in any way construed to be too broad or to any extent invalid, illegal or unenforceable, such provision shall not be construed to be null, void and of no effect, but to the extent such provision would be valid, legal or enforceable under the law, a court of competent jurisdiction shall construe and interpret or reform clause 8 and/or clause 6 to provide for a covenant having the maximum enforceable geographic area, time period and other provisions (not greater than those contained herein) as shall be valid, legal and enforceable under the law. The Employee acknowledges that the Company would be irreparably harmed by any breach of clause 8 and/or clause 6 and that there would be no adequate remedy at law or in damages to compensate the Company for any such breach. The Employee agrees that the Company shall be entitled to injunctive relief requiring specific performance for any breach of clause 8 and/or clause 6, and hereby consents to the entry thereof.

c) The Employee also agrees and acknowledges that, the Restricted Period duration and scope of the undertakings under clause 8 and clause 6 are (i) reasonable under the circumstances in which they have been given, (ii) such undertakings are necessary to protect the goodwill, trade secrets and legitimate interests of the Company, since the Employee is privy to the Intellectual Property and Confidential Information of the Company, and (iii) such undertakings are reasonable, as any breach of clause 8 and/or clause 6, if undertaken by the Employee would cause substantial loss and irreparable harm to the Company.

9. Information, Communications Technology, Privacy and Data Protection

a) In order to keep and maintain accurate records relating to Employee's employment, it will be necessary for the Company to record, keep and process personal data relating to Employee. This data may be recorded, with or without prior notice to the Employee, kept and processed on computer and/or in hard copy form. To the extent that it is reasonably necessary in connection with employment and the performance of the Company's responsibility as Employee's employer, it may be necessary for the Company to disclose this data to others. By signing this Letter, Employee consents to the recording, processing, use, disclosure and transfer, both within India and elsewhere, by the Company of personal data relating to Employee. This does not affect Employee's rights to request copies of the personal data of which Employee is the data subject and information about how that data is processed and the parties to whom any of such information may be disclosed.

b) Any property owned by the Company, including without limitation any computer storage media or servers of the Company; laptop and equipment provided by the Company and filing cabinets, is subject to inspection by the Company at any time without notice.

c) The Employee hereby undertakes to comply with the Company's policies on use of telecommunication and information technology equipment, including without prejudice, telephones, mail, internet access facilities and computers. The Company shall provide information technology infrastructure, including telephones (including mobile and voicemail), e-mail and internet access and accounts for business purposes (collectively, the "Infrastructure"). All Infrastructure shall belong to the Company at all time and further communications through the Infrastructure shall be subject to the Company's policies.

d) The Employee also acknowledges that for the purposes of business (including and not limited to quality control, monitoring of policy compliance): (i) communications made by or to the Employee using the Infrastructure may be monitored or recorded with or without prior notice to the Employee, (ii) agrees that personal data (including sensitive personal data) relating to the Employee and to their employment with the Company may to the extent that it is reasonably necessary in connection with their employment or the business of the Company or any of its affiliates (a) be collected, held (in hard copy and computer readable form) and processed by the Company; and (b) be disclosed or transferred to other employees of the Company, or to any other persons as may be reasonably necessary, or permitted by the law, including in the event of a potential investment or divestment proposed to be undertaken by the Company. In case of any changes in personal data, the Employee will immediately inform the Company regarding the same.

10. Intellectual Property Rights:

a) For the Purpose of this Letter, the following terms shall have the meanings below:

(i) "Intellectual Property" means all common Law and statutory rights in, arising out of, or associated with: (i) all Indian or international and foreign patents, and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisional, continuations and continuations-in-part thereof and equivalent or similar rights in inventions and discoveries anywhere in the world, including invention disclosures; (ii) all inventions (whether patentable or not), invention disclosures, trade secrets, proprietary information, Know how, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) all industrial property and industrial designs and any registrations and applications thereof throughout the world; (iv) trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications and any and all goodwill associated with and symbolized by the foregoing items throughout the world; (v) internet domain name applications and registrations, internet and world wide web URLs or addresses; (vi) copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (vii) database rights, mask works, mask work registrations and applications therefor and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology throughout the world; (viii) moral and economic rights of authors and inventors, however denominated throughout the world; (ix) all software; and (x) any similar or equivalent rights to any of the foregoing;

(ii) "Intellectual Property Rights" means all of the following anywhere in the world and all legal rights, title or interest in, under or in respect of the following arising under law, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals: (i) all patents and applications for patents and all related reissues, reexaminations, divisions, renewals, extensions, provisional, continuations and continuations in part; (ii) all copyrights, copyright registrations and copyright applications and all other corresponding rights; (iii) all mask works, mask work registrations and mask work applications and all other corresponding rights; (iv) all trade dress and trade names, logos, internet addresses and domain names, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill associated with any of the foregoing; (v) trade secrets; (vi) all industrial design rights; (vii) all moral rights; (viii) all database rights; (ix) know-how, rights in software, trade secrets, business names, distinctive sounds used to differentiate goods and services, domain names, moral rights and rights in goodwill or rights to sue for passing-off; in each case whether or not registered, and any application for them, and whether or not capable of protection; and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world; (x) rights in information technology, third party intellectual property; (xi) all other proprietary rights.

(iii) "Materials" means any and all discoveries, developments, ideas, works of authorship, technology, illustrations, artworks, photographs, materials, concepts, images, trade secrets, devices, machines, computer programs, codes, trademarks, materials, hardware, software, firmware, test procedures, formula, data, know-how, information technology, third party intellectual property, modifications, innovations, work plans, in each case, made or conceived or reduced to practice or discovered by the Employee, either alone or jointly with others, during the course of their employment (and with respect to subsection (e) below, after such employment) in which any one or more of the following is true: (a) equipment, supplies, facilities, funds, contractors, employees, information, or other resources of the Company were used; (b) it relates to or is useful in whole or in part to the business of the Company; or to the Company's actual or demonstrably anticipated research or development or a reasonable or contemplated expansion thereof; (c) it results in whole or in part from any work performed by the Employee for the Company; (d) it was conceived or developed in whole or in part on the premises of the Company, its affiliates or its or their customers or by utilizing equipment or property of any of them; or (e) it is based upon or related to trade secrets or other Confidential Information of the Company that the Employee had access to through the Employee's employment by the Company.

b) The Employee agrees to promptly disclose in writing, all Materials to the Company or any persons designated by it.

c) The Employee hereby, assigns, conveys and transfers unto the Company, on a royalty-free basis and perpetually on a worldwide basis (or such territories as available with the Employee), all the rights, title, interest, property and benefit whatsoever in all Intellectual Property and Materials prepared or produced by or on behalf of the Employee, while acting as an employee of the Company and the right so acquired by the Company shall not lapse, even if the Company does not exercise those rights within any statutory period of time that may be prescribed by applicable law. To the extent that any such Materials and/or Intellectual Property Rights associated with such Materials may not, by operation of law, be deemed to be owned by the Company, the Employee hereby assigns to the Company absolutely and in perpetuity, ownership of all Materials and the Intellectual Property Rights related thereto. Pursuant to such assignment, all Intellectual Property and Materials developed, improved and created by the Employee shall remain the exclusive property of the Company without any entitlement to any additional remuneration or compensation. The Employee hereby confirms that he shall have no claim whatsoever to any and all Intellectual Property and Materials developed by them pursuant to their employment with the Company and the same shall vest solely with the Company. The Employee further agrees to execute such documents and perform such other acts at the Company's request to confirm, establish or preserve the Company's rights to such Intellectual Property. The Employee agrees that, notwithstanding the provisions of any law for the time being in force, including Indian Copyright Act, 1957, such assignment shall not lapse in any circumstances, including on the failure of the Company to exercise the rights under the assignment for any period whatsoever. The Employee further agrees that the Company shall have the right to obtain and hold, in its own name, registrations and similar protection that may be available for all Intellectual Property Rights relating to the Materials and also to initiate any actions based on such Intellectual Property Rights.

d) The Employee agrees to assist the Company in every proper way and execute all documents which the Company may require, to secure and, from time to time, enforce the Intellectual Property Rights relating to the Materials in any and all countries. The Employee's obligation to assist the Company in obtaining and enforcing Intellectual Property Rights relating to the Materials in any and all countries requested by the Company shall continue beyond the end of the Employee's employment by the Company, but the Company shall compensate the Employee at a reasonable rate after such termination for time actually spent by the Employee at the Company's request for such assistance.

e) The Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as applicable, as its agents and attorneys-in-fact to act for and in its behalf, and in its place and stead, to execute and file any such applications and/or documents and to do all other lawfully permitted acts, which may be necessary for the Company to perfect its right, title and interest in any Intellectual Property Rights related to the Materials or for the Company to apply for and obtain with respect to any work performed by the Employee (including applications or renewals, extensions, divisions, or continuations, improvements, derivative works), with the same legal force and effect as if executed by the Employee.

f) If the Employee makes or discovers or participates in the making or discovery of any Intellectual Property Rights during their employment under this Letter but which is not the property of the Company under clause 10 (c), the Company shall subject only to the provisions of the Patents Act, 1970 have the right to acquire for itself or its nominee the Employee's rights in the Intellectual Property Rights on fair and reasonable terms to be agreed or settled by a single arbitrator.

g) Schedule 1 is a list provided by the Employee of all inventions, processes, designs, technology, information, software, documentation, illustrations, artwork, photographs, trademarks, materials, original works of authorship, and trade secrets that were made in whole or in part by the Employee prior to the commencement of the employment by the Company (collectively referred to as "Prior Inventions") (if applicable), which belong solely to the Employee or belong to the Employee jointly with another, which relate in any way to any of the Company's product or process, and which are not assigned to the Company by this Letter. If no such list is attached, there are no such Prior Inventions. If the Employee provides a Prior Invention to the Company or incorporates a Prior Invention into a Company product, process or machine, the Employee hereby grants to the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, import, sell and otherwise commercially exploit such Prior Invention. The Employee agrees that, notwithstanding the provisions of any law for the time being in force, including Indian Copyright Act, 1957, such license shall not lapse in any circumstances, including on the failure of the Company to exercise the rights under the license for any period whatsoever.h) The provisions this clause 10 shall continue in force after termination of this Letter in respect of the Materials and the Intellectual Property Rights related thereto, made or discovered during the Employee's employment under this Letter and shall be binding upon their legal representatives.

The Parties acknowledge, accept and understand above additional material terms and conditions of the employment, which are hereby incorporated into this Letter by signing below and by putting the Employees initials on all the pages of this Letter.

Netcracker Technology Solutions (India) Private Limited,

Acting by: Srinivas Prabhu Sangam

Title: Director, Human Resources

Signature:



Date: 11-Nov-2024

Agreed and Executed by:

Name: Kiran Kumar Vandavasi

Candidate/Employee Signature:

Date:

APPENDIX B**Compensation Package****Kiran Kumar Vandavasi, Bangalore**

Particulars	Amount Per Month INR	Amount Per Annum INR
Basic Salary	52,083	6,25,000
House Rent Allowance	20,833	2,50,000
Special Allowances	20,658	2,47,900
Leave Travel Allowance*	4,342	52,100
Co. contribution to PF @ 12% of Basic Salary	6,250	75,000
Total Fixed Compensation	1,04,167	12,50,000

* (Annual Payment, tax-free on submission of travel bills twice in a block of 4 years)

Gratuity is applicable as per Law

Netcracker Technology Solutions (India) Private Limited,**Acting by: Srinivas Prabhu Sangam****Title: Director, Human Resources****Signature:****Date: 11-Nov-2024****Agreed and Executed by:****Name: Kiran Kumar Vandavasi****Candidate/Employee Signature:****Date:**