



LETTER OF APPOINTMENT

Mr. Lokprakash B

24/55

Nadu Gujili Street

Trichy - 620008.

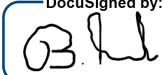
Employee ID: E3917

Welcome to Freshworks!

Further to the discussion we had with you and the employment offer sent to you over email, we are pleased to welcome you at Freshworks Technologies Private Limited (the “**Company**” or “**Freshworks**”) on the following terms and conditions:

- 1. Date of joining:** As mutually agreed, your date of joining the Company is **12 Oct 2020**. If not signed and returned prior to such date, this letter of appointment (hereinafter to as “Letter Agreement”) shall be treated as canceled, unless the extension of the said date for joining is agreed by us in writing.
- 2. Position and exclusivity of services:** Your initial title will be “**Graduate Trainee - Customer Onboarding**” and your level will be “**GT**”. You will perform the duties and have the responsibilities customarily performed and held by an employee in your position or as otherwise may be assigned or delegated to you by the Company. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full – time or part-time) or pro-bono activity unless such pro-bono activity is approved by the Company. By signing this letter of appointment (hereinafter to as “Letter Agreement”), you confirm to the Company that you have no contractual commitments or other legal obligations at the time of signing this Letter Agreement nor would you take any contractual commitments or other legal obligations thereafter that would prohibit you from performing your duties in your position for the Company.
- 3. Cash compensation:** Your annual cash compensation will be **₹5,00,000/-** (Rupees Five Lakhs Only) per annum. The detailed salary breakup is annexed in “**Exhibit – A**”. The above remuneration will be subject to deductions of Employee Provident Fund, Employee Pension Scheme, Employees State Insurance, Income Tax, Professional Tax and such other deductions which are necessary under law or agreed to from time to time. All components of your compensation and benefits shall be subject to Income Tax and other legal provisions from time to time.

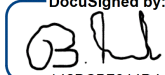
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- 4. Background Verification:** It is the policy of the Company to verify the background of all its new hires. By signing this Letter Agreement, you acknowledge that your employment with the Company is contingent upon a candidate reference and background verification done by the Company on the information contained in your application form and / or your resume being true and accurate, including (but not limited to) your educational and professional qualifications. Also, you agree and authorise the Company to conduct such background verification, including with appropriate authorities as are necessary to enable to verify that you do not hold any criminal convictions or if criminal actions are pending against you. By signing this Letter Agreement, you acknowledge and agree that a negative outcome of such background verification will result in the termination of your employment with the Company. In such a case, you will not be entitled to the period of notice, or pay in lieu of notice, set forth in Section 8 of this Letter Agreement
- 5. Probation:** You shall initially be under probation for a period of three (3) months from the date of joining of our service. During the period of probation (original or extended) your services may be terminated forthwith without assigning any reason. The decision of the management of the Company in this regard will be final and binding on you. If, at the end of the period of probation, your probationary period has not been extended, then your appointment shall be deemed to have been confirmed even though no intimation is given to you in writing to that effect. For avoidance of doubt, if your employment is terminated during the period of probation (original or extended), you will not be entitled to the period of notice, or pay in lieu of notice, set forth in Section 8 of this Letter Agreement.
- 6. Employee benefits and Company policies:**
- A. Employee Benefits: During your employment, you shall be eligible to participate in the employee benefit plans maintained by the Company and generally available to similarly situated employees of the Company, subject in each case to the generally applicable terms and conditions of the plan in question and to the determinations of any person or committee administering such plan. During your employment, you will also be eligible to receive legally mandated employee benefits in accordance with applicable law.
- B. Company Policies: By entering into this Letter Agreement, you hereby agree to comply fully with all Company policies and procedures including, without limitation, the human resources policy applicable to employees, as amended and implemented from time to time, including, without limitation, regulatory and compliance procedures as well as policies and procedures for employees performing services in India, which shall ordinarily apply to you, but with such modifications as may be appropriate to your position as an employee of the Company.

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It shall be your duty to keep yourself updated with any revisions of Company Policy(ies), and any such revised policy shall be applicable to you from the date of such policy being revised or as per the effective date mentioned in the policy.

7. Work Location and Transfer: Your work location will be at the Company's office in Chennai. However, you acknowledge and agree that the Company may transfer/depute you to any of its offices, departments, divisions or offices of its parent or group companies, its clients or associates, existing now or in the future, in India or abroad, at its sole discretion. You acknowledge and agree that you will comply with such transfer/deputation to any such offices, departments, divisions of a parent or group companies, its clients and associates. You further acknowledge and agree that such transfer/deputation shall not entitle you to any revision in salary or amendment of other terms and conditions of service unless it is communicated to you specifically in writing.

8. Termination:

- A. Retirement: Your employment shall terminate with immediate effect on the last day of the month in which you attain the age of retirement as fixed by the Company's retirement policy.
- B. Termination for Cause: At any time during your employment, the Company shall be entitled to terminate your employment effective immediately for Cause without requiring you to serve any Notice Period (defined below). In the event of termination of your employment under this Section, the Company shall not be obligated to pay you any compensation whatsoever. 'Cause' shall mean if you:
- i. Are convicted by any court of an offense involving moral turpitude;
 - ii. Are guilty of fraud, misconduct, incompetence or neglect of duty or you fail to diligently attend to your duties;
 - iii. Commit any breach of this Letter Agreement including the Confidential Information & Invention Assignment Agreement attached as Schedule I hereto or any policy of the Company;
 - iv. Act in a manner (whether in the course of your duties or otherwise) which is likely to bring you or the Company into disrepute or prejudice the interests of the Company;
 - v. Are guilty of continuing unsatisfactory conduct or poor performance of your duties;
 - vi. Are in breach of the terms of any other agreement entered with the Company; or
 - vii. On any other grounds on which your employment may be terminated as per applicable law.

Employee Signature:

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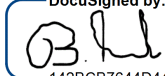
- C. Termination by Company: Notwithstanding anything else contained in this Letter Agreement, after the background verification in Section 4 has been favourably completed and the probationary period described in Section 5 has ended, the Company shall be entitled to terminate your employment by giving not less than two (2) months' notice in writing to you, for any reason whatsoever, and without the necessity of showing any cause. Provided however, the Company shall be entitled to terminate your employment with immediate effect upon payment of salary in lieu of the Notice Period (defined below).
- D. Termination by employee: You shall be entitled to terminate your employment, by giving not less than two (2) months' notice in writing to the Company (only if you have completed the probation period), for any reason whatsoever, and without the necessity of showing any cause ("Notice Period"). You also agree that, the salary payable to you during the Notice Period shall be calculated on a pro-rated basis, depending upon the actual number of your working days at the Company, during the Notice Period.

It is further agreed that in the event that you wish to terminate your employment with the Company, with immediate effect, you shall communicate the same, in writing, to the Company, and the Company may at its sole discretion accept your termination immediately and without requiring you to serve the Company during the Notice Period, subject to you paying your two (2) months' salary in lieu of the Notice Period to the Company.

9. Non-Compete and Non-Solicitation:

- A. Definitions: Whenever used in this Section 9, the following terms shall have the meanings respectively assigned to them in this Section.
- i. "Affiliate" including its variant forms, shall mean, with respect to a Person, any other Person in which the Person owns or controls an equity interest equal to one percent (1%) or more of the outstanding equity interests of such Person, or any Person with whom or with which the Person has an Association.
 - ii. "Association" shall mean the relationship of a Person to another Person, whether as an officer, director, manager, full or part time employee, consultant, independent contractor, commissioned sale representative, broker or agent.
 - iii. "Competing Business" shall mean any direct or indirect non-Company activity (i) that is the same or substantially similar to your responsibilities for the Company that relates to, is substantially similar to, or competes with the Company (or its demonstrably planned interests) at the time of your termination from the Company; or (ii) involving the use or disclosure, or the likelihood of the use or disclosure of Confidential Information.

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- iv. "Customer" shall mean any person to whom or to which the Company has provided any Services or made a proposal to provide Services within the past twelve (12) months.
- v. "Non-Compete Period" shall mean the period commencing with the date of this Letter Agreement and ending one (1) year from the date of your termination of employment.
- vi. "Person" shall mean any individual, corporation, partnership, limited liability company, trust, estate or other entity.

B. Covenants Regarding Competitive Protection: By entering this Letter Agreement, you hereby covenant and agree to each and all of the following:

- i. Solicitation of Customers: During the Non-Compete Period, you hereby covenant and agree not to solicit, either directly or through an Affiliate, any Person that is a Customer for purposes of offering such Person Services provided by a Competing Business.
- ii. Solicitation of Employees: During the Non-Compete Period, you hereby covenant and agree not to (a) employ, either directly or through an Affiliate, any current employee of the Company or any individual who was an employee of the Company during the preceding twelve (12) months, and (b) solicit, or contact in any manner that could reasonably be construed as a solicitation, either directly or through an Affiliate, any employee of the Company for purposes of encouraging such employee to leave or terminate his or her employment with the Company.
- iii. Solicitation of Vendors: During the Non-Compete Period, you hereby covenant and agree not to solicit, either directly or through an Affiliate, any current vendor, supplier, or independent contractor of the Company for purposes of encouraging such vendor, supplier, or independent contractor to cease or diminish providing products or services to the Company, or to adversely change the terms under which such current vendor, supplier or independent contractor provide such products or services.
- iv. Non-Competition: During the Non-Compete Period, you hereby covenant and agree not to engage in or receive any financial benefit from any Competing Business, whether as an employer, proprietor, partner, shareholder, investor, director, officer, employee, consultant, agent or otherwise (other than as the owner of less than 1% of an entity the stock of which is publicly traded).

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C. Reasonableness of Covenants: You hereby agree that the covenants and restrictions in this Section 9 are reasonable in their terms and do not impose any undue hardship on your current or future employment prospects. You further agree that if the laws of the state applicable to the provisions set forth in this Section 9 should change, or if any court of competent jurisdiction should hold any term or provision of this Section 9 invalid or unenforceable, then there shall be substituted in the place of such changed, invalid, or unenforceable term or provision a new term or provision that most nearly fulfills or promotes the purpose and intention of this Section 9 and is consistent with such law or judicial jurisdiction.

10. Confidential Information and Invention Assignment Agreement:

- A. By entering into this Letter Agreement, you hereby agree to execute and abide by the Confidential Information and Invention Agreement attached hereto as Schedule I during the term of your employment and thereafter and the provisions thereof shall be deemed to form a part of this Letter Agreement.
- B. By entering into this Letter Agreement, you hereby agree (i) to handle all the Company's property including all correspondence memorandum books, technical books, license, price lists, notebooks, formulae, designs, drawings and other documents, samples or any other goods belonging to the Company that come into your possession in the course of your employment with care and diligence, (ii) the same shall be the absolute property of the Company and (iii) you will at any time during your employment or upon the termination thereof for any reason whatsoever, deliver back to the Company without any lien whatsoever thereof.

11. Tax Matters:

- A. Withholding: All forms of compensation referred to in this Letter Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.
- B. Tax Advice: You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimises your tax liabilities, and you will not make any claim against the Company, its Board of Directors or officers related to tax liabilities arising from your compensation.

- 12. No Assignment:** This Letter Agreement and all your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

Employee Signature:

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- 13. Effect on Prior Agreements:** This Letter Agreement and the Confidential Information and Inventions Assignment Agreement attached hereto as 'Schedule I' shall supersede (a) any prior confidential information and inventions assignment agreements and (b) any inconsistent language or provisions in any prior employment agreement, in each case, that you may have signed with the Company or its parent Company, Freshworks Inc. (for clarification purposes, to the extent there exist any inconsistencies between this Agreement and any prior employment agreements that you may have signed with the Company or its parent Company, Freshworks Inc., this Agreement shall control).
- 14. Interpretation, Amendment and Enforcement:** This Letter Agreement together with the Confidential Information & Inventions Assignment Agreement constitutes the complete agreement between you and the Company, contains all of the terms of your employment with the Company and supersedes any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This Letter Agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorised officer of the Company. The terms of this Letter Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Letter Agreement or arising out of, related to, or in any way connected with, this Letter Agreement, your employment with the Company or any other relationship between you and the Company (the "**Disputes**") will be governed by Indian law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the courts located in Chennai, India in connection with any dispute or any claim related to any dispute.

AUTHORIZATION

For Freshworks Technologies Private Limited

Nandini Swamynathan
Director - HR Operations

ACCEPTANCE

I hereby agree and accept

Employee Signature

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Lokprakash B
Graduate Trainee - Customer Onboarding
Date: 1/5/2021



SCHEDULE I

CONFIDENTIAL INFORMATION & INVENTIONS ASSIGNMENT AGREEMENT

1. Confidential information

- A. Company Information: I agree at all times to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the President and the Board of Directors of the Company, any Company Confidential Information. I understand that my unauthorised use or disclosure of Company Confidential Information may lead to legal action by the Company. I acknowledge that my unauthorised use or disclosure of Company Confidential Information will cause irreparable damage to the Company for which compensation in money alone would not afford adequate relief and therefore, the Company will be entitled, to obtain injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available to it at law or in equity. I understand that “**Company Confidential Information**” means any non-public information that relates to the actual or anticipated business, research or development of the Company, or to the Company’s technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the Company’s products or services and markets therefore, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted), software, developments, inventions, processes, formulae, technology, designs, drawings, engineering, hardware configuration information, marketing, finances and other business information; provided, however Company Confidential Information does not include any of the foregoing items to the extent the same have become publicly known and made generally available through no wrongful act of mine or of others.
- B. Former Employer Information: I agree that I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or concurrent employer or other person or entity. I further agree that I will not bring onto the premises of the Company or transfer onto the Company’s technology systems any unpublished document, proprietary information or trade secrets belonging to any such employer, person or entity unless consented to in writing by both Company and such employer, person or entity.
- C. Third-Party Information: I recognize that the Company may have received and in the future, may receive from third parties associated with the Company, e.g., the Company’s customers, suppliers, licensors, licensees, partners, or collaborators (“**Associated Third Parties**”) their confidential or proprietary information (“**Associated Third Party Confidential Information**”).

Employee Signature:

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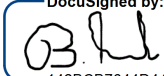


By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times to hold in the strictest confidence, and not to use or to disclose to any person, firm or corporation any Associated Third Party Confidential Information, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information may lead to legal action by the Company.

2. Inventions

- A. Inventions Retained and Licensed: I have attached hereto as Annexure 1 to this agreement (the "**Agreement**"), a list describing all inventions, discoveries, original works of authorship, developments, designs, improvements, and trade secrets, which were conceived in whole or in part by me and in which I have any right, title or interest, which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that the inclusion of any Prior Inventions from Annexure 1 of this Agreement will not materially affect my ability to perform all obligations under this Agreement. If I incorporate into or use in connection with any design, product, process, service, technology or other work by or on behalf of Company any Prior Invention, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, and sell such Prior Invention as part of or in connection with such product, process, service, technology or other work and to practice any method related thereto.
- B. Assignment of Inventions: I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, (generally and without any limitation, for the whole term thereof throughout the whole world) all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to the Company's business, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, or with the use of Company's equipment, supplies, facilities, or Company Confidential Information (collectively referred to as "**Inventions**").

Employee Signature:

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I further acknowledge that the Company is the first owner of copyright in all “works” (as defined in the Indian Copyright Act, 1957 as amended from time to time) made by me (solely or jointly with others) in the course of my employment with the Company. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company’s sole discretion and for the Company’s sole benefit and that no royalty or other consideration will be due to me as a result of the Company’s efforts to commercialize or market any such Inventions. In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of my employment, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of my employment.

- C. Maintenance of Records: I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others). The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to and remain the sole property of the Company always.
- D. Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in the Inventions and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions and any rights relating thereto, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering such Inventions, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by me.

Employee Signature:

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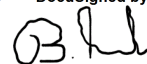


E. Moral Rights: To the extent allowed by applicable law, the terms of this Section 2 include all rights of paternity, integrity, disclosure, withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, droit moral or the like (collectively, "Moral Rights"). To the extent, I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratification, consent or agreement from time to time as requested by the Company. Furthermore, I agree that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world and without any further compensation, the Company may and is hereby authorized to use my name, likeness and voice in connection with promotion of its business, products and services and to allow others to do so.

3. Conflicting Obligations

- A. Current Obligations: In accordance with my obligations as set forth in Section 9 (Non-Compete and Non-Solicitation) of the Letter Agreement, during my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship or commitment with a Competing Business (as defined in the Letter Agreement), nor will I engage in any other activities that conflict with my obligations to the Company.
- B. Prior Relationships: Without limiting Section 3.A, I represent that I have no other agreements, relationships or commitments to any other person or entity that conflict with my obligations to the Company under this Agreement or my ability to perform the services for the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices and documents), I have returned all property and confidential information belonging to all prior employers. Moreover, in the event that the Company or any of its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor or successor corporations, or assigns issued based on any obligation or agreement to which I am a party or am bound, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements,

Employee Signature:

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and other losses incurred by the Company (the indemnitee) in the event that it is the subject of any legal action resulting from any breach of my obligations under this Agreement, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action.

4. **Returning Company Documents:** Upon demand by the Company, I will immediately deliver to the Company, and will not keep in my possession, recreate or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by me pursuant to my relationship with the Company, obtained by me, or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to Section 2.C.
5. **Notification:** If I leave the Company, I hereby grant consent to notification by the Company about my obligations under this agreement.
6. **Non-Disparagement:** I agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, services, products, or conduct of the Company, its employees, directors, officers, shareholders, or agents.
7. **Representations:** I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to this Agreement. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.
8. **General Provisions:**
 - A. Governing Law: This Agreement will be governed by the laws of India without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than India.

Employee Signature:

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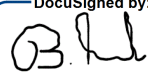


- B. Entire Agreement: This Agreement, together with the Annexure 1 herein and the Letter of Appointment of even date executed by the Company and myself, sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions or representations between us including, but not limited to, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the President of the Company and me.
- C. Severability: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
- D. Successors and Assigns: This Agreement will be binding upon my heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement except as expressly stated.
- E. Waiver: Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.
- F. Survivorship: Unless otherwise specifically provided for in this Agreement, the rights and obligations of the parties to this Agreement will survive the end of my relationship with the Company.
- G. Assignment: This Agreement and all my rights and obligations hereunder are personal to me and may not be transferred or assigned by me at any time. The Company may freely assign its rights under this Agreement without my prior written consent.

ACCEPTANCE

I hereby agree and accept

Employee Signature

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Lokprakash B
Graduate Trainee - Customer Onboarding

Date: 1/5/2021

**Exhibit – A**

Annexure 1 - Salary Structure		
Components	Annual CTC (INR)	Monthly CTC (INR)
Basic Pay	2,50,008	20,834
House Rent Allowance	1,25,004	10,417
Statutory Bonus	6,996	583
Flexible Benefits Component (FBC)#	96,396	8,033
Gross CTC	4,78,404	39,867
PF Contribution by Employer	21,600	1,800
Fixed Salary	5,00,000	41,667
Variable Salary	0	0
Cost to Company (CTC)	5,00,000	41,667
Deductions		
PF Contribution by Employee	21,600	1,800
PF Contribution by Employer	21,600	1,800
ESI	0	0
Professional Tax	2,496	208
Labor Welfare Fund	10	0
Net Take Home before TDS	4,54,294	37,859

FBC Breakup #	Maximum Eligibility
Leave Travel Allowance	125000
Internet Allowance	24000
Telephone Allowance	24,000
Professional development	50,000
Fitness	24000
Car Lease Rental	Based on eligibility
Fuel & Maintenance (only for Car Lease)	0
Special Allowance	Balance of FBC

IT Exemption can be availed subject to submission of the proof	
You can choose from the basket of FBC to save taxes	
Provident Fund contribution can be opted as minimum 1800 (12% of 15000 as basic) or 12% of basic; VPF can also be opted	
Variable pay if applicable will be paid based on Individual deliverables as per agreed terms	
Night Shift Allowance will be Pro-rated based on Number of Work Nights	
Other Benefits	
Group Mediciclaim (for self, spouse, children & parental cover) - 5 Lakhs with floating coverage - 10 Lakhs Sum Insured	
Term Life Insurance - 3 times CTC or 20 Lacs, whichever is more .	22,700
Gratuity	12,020
Shift Allowance (12,000 for US Shift and 4,500 for Australia Shift)	0
Total	34,720
TOTAL ANNUAL CTC - (INCLUDING OTHER BENEFITS)	5,34,720

Employee Signature:

 DocuSigned by:

 142BCB7644D4449...
 CIN : U72200TN2010PTC078458

Phone : +91 44 66678080

www.freshworks.com



Annexure 1

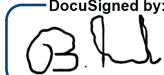
LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description
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___ No inventions or improvements

___ Additional Sheets Attached

Employee Signature:

DocuSigned by:


CIN : U72200TN2010PTC078458

Phone : +91 44 66678080

www.freshworks.com

Freshworks Technologies Private Limited

(formerly known as Freshdesk Technologies Private Limited)

Module-1 & 2, 1st Floor, Block B, SP Infocity,
40 MGR Salai, Perungudi, Chennai- 600096



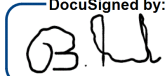
SCHEDULE II

1. DATA PROTECTION

Use of your personal information for employment-related purposes

- A. In connection with your employment with Freshworks, Freshworks must process certain personal information about you and your dependents. The personal information that Freshworks will process, the purposes why Freshworks processes that personal information, and the rights you can exercise over Freshworks's use of your personal information, are explained in Freshworks's Staff Privacy Notice.
- B. Freshworks may process certain information about you that is "sensitive" or "special categories" of personal information under applicable data protection laws. For example, Freshworks may process physical or mental health information about you for the purpose of providing disability access and arranging employee medical benefits, or conducting background verification check to the extent it is allowed by local laws and as further described in the Freshworks's Background Verification Policy. If allowed by local laws, we may also collect racial and ethnic origin data for the purpose of equal opportunities monitoring as further described in the Freshworks' Equal employment opportunity policy.
- C. Where Freshworks's processing of your personal information is based upon your consent (as described in Freshworks's Staff Privacy Notice) or your consent is otherwise required by applicable law, you consent to the processing of your personal information (including sensitive or special categories of personal information) as described in this Addendum and/or in the Freshworks's Staff Privacy Notice.
- D. Your personal information may be processed by third parties for the reasons explained in the Freshworks's Staff Privacy Notice, including by Freshworks's group companies, customers, and third-party service providers, who may be based in countries other than your country of residence. Where this is the case, Freshworks will take such measures as are appropriate with any recipients of your personal information so that your personal information remains protected in accordance with this Addendum and applicable data protection laws.

Employee Signature:

DocuSigned by:

142BCB7644D4449...

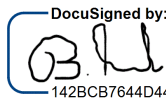


- E. As an employee of Freshworks, you must read and comply with Freshworks's data protection policies (including our Controller policy and Processor policy) and Information Security policy when handling personal data in the course of employment including personal data relating to any Freshworks employee, contractor, customer, client, supplier or other third parties. You must also comply with our Acceptable Usage Policy. Specifically, you must only process personal information relating to Freshworks employee, contractor, customer, client, supplier or other third parties as necessary for the performance of your role and must protect the confidentiality of that personal information at all times. In particular, you must protect and keep confidential any such personal information in accordance with our Policy on Privacy and Confidentiality and with any additional confidentiality obligation this Agreement may contain. For these purposes, such personal information will be deemed Freshworks's "Confidential Information".
- F. Failure to comply with Freshworks's data protection and information security policies, or to keep confidential any personal information to which you have access by virtue of your role with Freshworks, may result in Freshworks taking disciplinary measures against you up to and including termination.

ACCEPTANCE

I hereby agree and accept

Employee Signature

DocuSigned by:

142BCB7644D4449...

Lokprakash B
Graduate Trainee - Customer Onboarding

Date: 1/5/2021