

OFFER CUM APPOINTMENT LETTER

24/10/2022 Strictly Confidential

Dear Mr. Sridhar Subramani,

Congratulations!

It is our pleasure to welcome you to the family of SR Intelligent Technologies India Private Limited.

With reference to our discussions, we are pleased to offer you appointment in our organization as **Lead Test Engineer - India Operations,** operating out of our **Bangalore, India** office.

In the coming year, keep aspiring for change and be known for your thoughts and your work; be the catalyst that this fast-changing world needs; keep sharpening your skills and investing in yourself; and last but not the least – keep your work and life in perfect balance, because that is the prerequisite for success.

We take this opportunity to thank & appreciate your decision to join SR Intelligent Technologies India Private Limited. You are requested to join us on or before **01/11/2022**.

You will be on probation for a period of 6 months from the date of your joining.

Your "Annual CTC" will be INR 3,200,000 (Thirty Two Lakhs Rupees Only). Please refer Annexure-A for details on the compensation and statutory deductions.

Your remuneration package is strictly confidential between you and here after, referred as The Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.

Your employment with us will be governed by terms and conditions as specified in Annexure-B.



At the time of joining, you are expected to carry originals of the documents as per **Annexure** - **C** and submit the copies of the same to the HR Team.

Please note that this Offer is subject to your being given a clear background check either at the time of Reporting/ joining or thereafter depending upon our receipt of the background check report from the agency. Kindly acknowledge acceptance of this Offer of Appointment by signing and returning the 'acceptance copy' by email latest by 25/10/2022.

For any clarification / further Information on-

Employment terms and conditions, please get in touch with **Ms. Harika Gandikota (HR Manager)** (E-Mail: harika.g@sritgroup.com)

For SR Intelligent Technologies India Private Limited

Raja Reddy Sandireddigari

SR INTELLIGENT TECHNOLOGIES INDIA PRIVATE LIMITED

Chief Executive Officer

No: 161/1, Nanjappa Gardens, Babusabpalya, Kalyan Nagar, Bangalore - 560 043.

Encl: Annexure-A (Salary Structure), Annexure-B (Important / Indicative Terms & Conditions of Employment), Annexure-C (Check List of Documents), Annexure-D (Confidentiality Agreement), Annexure E – Intellectual property Assignment

Address

SR Intelligent Technologies India Private Limited 203 & 204, 2nd Floor, Trishul Plaza, Nanjappa Gardens, Babushbpalya, Kalyan Nagar Bangalore 560043

Bangalore 560043 Phone: 080 49159090

Email: info@srintelligenttechnologies.com Website: https://srintelligenttechnologies.com



Annexure A:

Salary Structure:

Name of Candidate:	Sridhar Subramani		
Designation:	Lead Test Engineer		
Primary Location:	Bangalore, India		
Break up of CTC (Cost to Company)	Amount Per Annum (in Indian Rupees)		
Basic Salary	1,600,000		
House Rent Allowance	640,000		
Transportation Allowance	19,200		
Leave Travel Allowance	133,280		
Special Allowance	785,920		
Gross Salary	3,178,400		
SRIT's contribution to Provident Fund (@12% of Basic Salary / On Mandatory Limit*)	21,600		
Total Cost to Company (CTC)	3,200,000		

- 1. Salary Payouts: SR Intelligent Technologies India Private Limited will pay the monthly salary of each employee through Bank transfer on fifth of every month. In case if the fifth day of the month falls on a holiday, it will pay the amount on the next working day. A holiday comprises of weekly non-working days of Saturday and Sunday as well as any other public holiday in India. The employee is expected to open a Bank Account with any of the company's preferred banks. The salary payout will be subject to employee's regular attendance, submission of the Permanent Account Number (PAN) details and Bank account number details to the Human Resources department of the company.
- 2. <u>CTC Breakup details</u>: To facilitate an easy understanding and to promote organizational transparency, the various components of Cost to Company (CTC) have been categorized and explained below.
 - a. **Basic Salary**: This is a standard taxable amount across the organization based on the HR Band of the job. Every job role undergoes an evaluation process within the organization through which a HR Bank is assigned to the role against which there are standardized Basic Salary

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figures. Basic salary has a direct impact on other categories such as employer's Provident

fund contribution, medical insurance cover, gratuity and HRA.

b. House Rent Allowance (HRA): This is a monthly allowance paid monthly to the employee and

is 40% of the basic salary. This includes the company leased accommodation value. For

employees who are not staying in a rented accommodation should declare the same after

joining and this amount would be paid as taxable amount.

c. Transportation Allowance: This allowance is payable maximum up to INR 1,600 per month or

INR 19,200 per annum.

d. Leave Travel Assistance: This is payable monthly with a maximum cap of 8.33% on Basic

salary spread across 12 months and will be helpful for tax exemptions on submission of travel

bills towards money spent.

e. Special Allowance: This monthly allowance is paid to selected employees (only on Group CEO

Approval) for their specialist skills and outstanding performance. This is a taxable

component.

3. Deductions: SR Intelligent Technologies India Private Limited will make any deductions from the

salary due to the employee, as it may be stated the company's prevalent policies and procedures.

Such policies and procedures are updated time to time and are available on the HRMS portal. For

example: deductions towards company transport provided, non-adherence as per disciplinary policies

etc. In addition, SR Intelligent Technologies India Private Limited may make statutory deductions from

the gross salary and directly pay on your behalf to the concerned authorities. In the instances where

SR Intelligent Technologies India Private Limited is not under an obligation to make these deductions,

you will agree to make such payments to the concerned authorities. And also, you shall, upon request

by SR Intelligent Technologies India Private Limited, provide documents/proofs of such payments.

The HR Band and salary structure may be changed at any time without any prior notice and your

remuneration and other terms may accordingly be modified from time to time. Further salary,

Address:



allowances and all other payments/benefits will be governed by The Company's rules as well as statutory provisions in force from time to time and subject to deduction of appropriate taxes at source.

- 5. The company will provide a comprehensive Insurance and Medical coverage plan, as per the company Employee welfare policy & procedures.
- 6. Gratuity will be provided as per the provision of Gratuity Act.
- 7. For purpose of contribution to Provident Fund, Gratuity, if any, and encashment of leave, notice period etc., computations will be on Basic salary amount.

Name of the candidate:

For SR Intelligent Technologies India Private Limited

Website: https://srintelligenttechnologies.com

Signature:

Raja Reddy Sandireddigari

Chief Executive Officer

Date:

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INDIA PRIVATE LIMITED
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Annexure - B

Important / Indicative Terms & Conditions of Employment

1) Employment Agreement:

A) Operative:

The Company employs, and the Employee accepts employment with the Company, to work for the Company through as **Lead Test Engineer**. The employee will be working for the Company at the Bangalore Delivery Center.

B) Code of Conduct:

- During the period of your employment, you will work honestly, faithfully, diligently and efficiently for the growth of The Company.
- Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of SR Intelligent Technologies India Private Limited as applicable to you and the changes therein from time to time.
- Further, during the period of your employment with SR Intelligent Technologies India Private Limited, you will be required to inter alia comply with the Company's Code of Business Ethics & Conduct, Anti Bribery & Anti-Corruption, Business Gift and Entertainment Policy and failure to do so shall entitle SR Intelligent Technologies India Private Limited to take appropriate disciplinary action which may lead & include up to termination of your employment with SR Intelligent Technologies India Private Limited.

C) Secrecy:

 You are expected to maintain utmost secrecy with regard to the affairs of The Company and shall keep confidential any information, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and



methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know-how, or inventions of SR Intelligent Technologies India Private Limited or its Affiliate, or any client, agent, contractor or vendor.

- The Employee will not use, disclose, reveal or report any confidential information of SR Intelligent
 Technologies India Private Limited past or current clients, or of other parties which have disclosed
 confidential or proprietary information to SR Intelligent Technologies India Private Limited
- As used herein, "Confidential Information" means information not generally known that is proprietary
 to SR Intelligent Technologies India Private Limited, its clients or other parties, including but not
 limited to information about any clients, prospective clients, sales proposals, employees, operations,
 products, services, organization, research, development, accounting, marketing, applications, selling,
 servicing, finance, business systems, computer systems, software systems and techniques.
- All information disclosed to Employee, or to which Employee obtains access, whether originated by
 Employee or by others, which Employee has reasonable basis to believe to be confidential
 information, or which is treated by SR Intelligent Technologies India Private Limited or its clients or
 other parties as being confidential information, shall be presumed to be confidential information.
 - a. Any knowledge or information obtained by employee during employment as to any trade secrets or methods of operation of ours / about our end client;
 - b. Any matter concerning the affairs of the company / end client;
 - c. Any transaction in which we may or may have been concerned or interested in;
 - d. Any other information concerning the company which she/ he may have obtained during employment, except and to the extent only that is absolutely necessary for the proper performance of the employee's obligations under the terms employment.

D) Conflict of interest:

You agree not to undertake employment whether full time or part time, as the director/partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of SR Intelligent Technologies India Private Limited. The consent may be



given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the company.

E) Non-Solicitation / Non-Compete:

You acknowledge that you have signed Covenant against Disclosure and Covenant Not to Compete/Non-Solicitation ("Covenant"), which is incorporated into this Agreement by reference and is made a part of this Agreement and that it constitutes an integral part of the terms of your employment.

In the Covenant, you have agreed that for a period of 12 months following termination of your employment for any reason whatsoever you also confirm and agree that these restrictions are reasonable and are legitimately required to protect the business interest of the SR Intelligent Technologies India Private Limited.

- You will not solicit business and/or sell services/products or build business relationship with customers, you were directly or indirectly involved with, during your tenure in SR Intelligent Technologies India Private Limited
- You will not interfere with its business relations, including but not limited to soliciting or
 providing services to any of SR Intelligent Technologies India Private Limited' clients (except as
 directed by SR Intelligent Technologies India Private Limited), directly or indirectly.
- 3. You will not be employed by a client of SR Intelligent Technologies India Private Limited for which you performed services while employed by SR Intelligent Technologies India Private Limited.
- 4. You will not solicit or induce SR Intelligent Technologies India Private Limited associates to join a client or to compete with SR Intelligent Technologies India Private Limited.
- 5. You will not solicit or join any SR Intelligent Technologies India Private Limited & its associate companies' competitors after the separation from the company.



6. You undertake not to solicit or induce or endeavor to solicit or induce any consultant, supplier or service provider to cease to deal with the Company and shall not interfere in any way with any relationship between a consultant, a supplier or a service provider and the Company.

F) Exclusivity:

- You shall devote all work efforts exclusively to The Company and the furtherance of its interests.
- Any engagement in additional activities for remuneration or any direct or indirect participation in other enterprises of any kind require the prior written consent of The Company.
- Any publications and lectures by you on topics relating to The Company's business or interests shall be subject to The Company's prior written consent.
- You agree, to not accept or demand loans, rewards or other benefits, or promises thereof, from The Company's clients or other persons with whom the Associate has official or business contacts in the context of the Associate's activities for The Company, without The Company's prior written consent.
- You hereby covenant and undertake that you will:
 - 1. Not engage in any actions that are, or could be seen to be, bribery and
 - 2. Not directly or indirectly offer or have offered or give or given or agree or agreed to give or given to any person any gift, success fee, rebate or consideration of any kind whatsoever including speed or facilitation money or indulge in any activity as an inducement or reward for influencing or carrying out any act and specifically in relation to any business opportunity or a customer including for the purposes of collection or for showing any favor or disfavor to any person or persons in relation to such performance.



G) Assignments/Transfer/Deputation:

- Though you have been engaged for a specific position, SR Intelligent Technologies India Private
 Limited reserves the rights to send you on transfer/assignments/deputation/training/secondments to any of its clients or associates or third parties across the globe.
- However, the employee does not have any right to seek employment in any affiliate or group entity of SR Intelligent Technologies India Private Limited, on any ground whatsoever.
- The Employee shall be entitled to such number and dates of mandatory holidays as are prescribed by SR Intelligent Technologies India Private Limited from time to time.

H) Termination:

- A Limited Contract shall expire on the expiry date.
- An Unlimited Contract shall be terminated on the provision by either of the Company or the Employee of the ninety days' notice in writing to the other.
- The Company may dismiss the Employee without notice if the company is not satisfied with his / her behavior on personal or professional terms. However, for cause like misconduct, gross negligence, willful insubordination or disobedience, misbehavior or non-performance, SR Intelligent Technologies India Private Limited may terminate your services with immediate notice.
- The Company shall have the right to place you under suspension on subsistence allowance and benefits as applicable pending any investigation into potential dishonesty, gross misconduct, misappropriation, gross negligence, fraud or other circumstances, which expressly provides for termination of your employment which if proved, would entitle The Company to dismiss your services summarily.
- Unauthorized absence or absence without permission from duty for a continuous period of 7 working
 days would make you lose your lien on employment. In such case your employment shall
 automatically come to an end without any notice of termination.



I) Statement of Facts:

- It must be very clearly understood that this offer is made based on your proficiency on Technical/Professional skills you have declared to possess as per the application, and on the ability to handle any assignment/job independently anywhere in India or overseas.
- In case, later, any of your statements/furnished are found to be false or misleading, or your
 performance is not up to the mark or falls short of the minimum standards set by The Company, The
 Company shall have the right to terminate your services forthwith without giving any notice,
 notwithstanding any other terms and conditions stipulated herein.

J) Restraints:

- Access to Information: Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Access to these are authorized through access privileges approved by unit Mentors or Project Mentors.
- Authorization: SR Intelligent Technologies India Private Limited strictly mandates all its
 employees to strictly comply the authorization policies of the company. Only those authorized by
 a specific power of attorney may sign legal documents, representing The Company.
- Passwords: SR Intelligent Technologies India Private Limited strictly mandates all its employees to strictly follow the credential secrecy.
 - Access to our network, development environment and MS-Exchange is through individual's password. For security reasons, it is essential to maintain confidentiality of the same.
 - Employees should maintain the absolute confidentiality of credentials when they are deployed/transferred/deputed in onsite or client place.
 - o One should never share or reveal their passwords to anybody in any circumstances.
 - Passwords should never be saved in mobile phones, neither written in note books nor saved in any media.
 - It is strictly not allowed to auto fill or auto complete the password for any applications or software' or systems either with us or client.



- Unauthorized Software: You shall not install any plugins or themes. You shall not install, download, copy and duplicate any unauthorized or unlicensed software, programs, games, attachments on to your computer systems.
- **Destroying Papers & Material:** Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

• Use of Company Resources:

- Shall use The Company's resources only for official purposes as per the applicable
 Company policy.
- The Company shall have the right to access the files, folders and data stored in the official laptop provided to you by the Company and to keep track on individual user's activity and logs stored in the official laptop.
- Further the Company may also monitor the emails and email traffic in your official mail id provided by the Company as measure to ensure compliance with Company's policies and network security.
- You also authorize the Company representative to access all the data and information stored under your mail id during and after employment with the Company and this access is provided under the applicable data privacy laws.
- You also expressly waive any other rights as may be available under the applicable Data
 Privacy laws against the Company for providing such access.
- You shall access only those web sites, which are relevant to your work at hand.
- You shall not use any company resource for hacking or other unethical / illegal activities.
- You shall not circulate or distribute offensive/pornographic material through e-mail or in any other manner.

K) Place of Work:

Employee's primary place of work will be Bengaluru, India whereas he/she will be required to travel abroad for official reasons and in such cases the travel policy of the employer will apply.



L) Resignation:

In the event an employee resigns he/ she must serve a notice period of 90 days immaterial of the duration of the service.

SR Intelligent Technologies India Private Limited reserves all its rights to accept or deny or extend or change the notice period from time to time based on the resource dependency or demand in the company.

Upon the separation (either resignation or termination) from SR Intelligent Technologies Private Limited and its associates, you agreed to not to work for at least 3 months for any company or establish any relationship with any firm or work for any company that provides similar services or that is interested in similar services or establish a new entity with similar services which causes direct or indirect loss to The Company (financial, business, reputation, business continuity, or any other direct and indirect losses).

Name of the candidate:

For SR Intelligent Technologies India Private Limited

Signature:

ddigari

Date:

Chief Executive Officer

SR INTELLIGENT TECHNOLOGIES
INDIA PRIVATE LIMITED
No: 161/1, Nanjappa Gardens,
Babusabpalya, Kalyan Nagar,
Bangalore - 560 043.

Website: https://srintelligenttechnologies.com

Raja Reddy

Address:

SR Intelligent Technologies India Private Limited 203 & 204, 2nd Floor, Trishul Plaza, Nanjappa Gardens, Babushbpalya, Kalyan Nagar

Bangalore 560043 Phone: 080 49159090

Email: info@srintelligenttechnologies.com



Annexure - C

Checklist of the Documents:

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**, along with 1 copy of each.

- (a) Certificates' supporting your educational qualifications along with marks sheets
- 1. 10th Class Certificate & mark sheets
- 2. 12th Class Certificate & mark sheets
- 3. Degree Certificate & Semester/year-wise mark sheets
- 4. Master's Certificate & Semester/year-wise mark sheets
- 5. Diploma/PG Diploma Certificate & Transcripts
- 6. Any other Certificate with supporting documents if any
- (b) Your relieving letter from your present organization
- (c) Service Experience Certificate from the last employer as well as all previous employers.
- (d) Acceptance copy of SR Intelligent Technologies India Private Limited offer letter signed.
- (e) Six passport-sized color photographs with white background.
- (f) Valid Passport Copy both first page and last page
- (g) PAN Card and Proof of PAN Number copy
- (h) Aadhar Card Copy
- (i) Present and Permanent Address Proof

Name of the candidate:

For SR Intelligent Technologies India Private Limited

Signature:

Raja Reddy Sandireddigari

SR INTELLIGENT TECHNOLOGIES
INDIA PRIVATE LIMITED

No: 161/1, Nanjappa Gardens, Babusabpalya, Kalyan Nagar, Bangalore - 560 043. **Chief Executive Officer**

Date:

Address:

SR Intelligent Technologies India Private Limited 203 & 204, 2nd Floor, Trishul Plaza, Nanjappa Gardens, Babushbpalya, Kalyan Nagar Bangalore 560043

Phone: 080 49159090

Email: <u>info@srintelligenttechnologies.com</u> Website: <u>https://srintelligenttechnologies.com</u>



Annexure D

Confidentiality Agreement:

I have read, understood and acknowledge the confidentiality clauses under Annexure B. During my employment with SR Intelligent Technologies India Private Limited, I will have access to information for its employee records, customers, suppliers, vendors, and licensors, any or all of which are referred to in this agreement "SR Intelligent Technologies India Private Limited". I have understood that this information, whether technical or non-technical is commercially valuable. It is referred to in this agreement as "confidential information".

Below are few examples of confidential information for illustrative purposes and by no means constitute an exhaustive list of confidential information which I may develop or to which I may have access.

- Information of a business nature such as marketing, underwriting, associate customer and claimant data, sales, and list of customers, including future developments and planning concerning them.
- Computers /software programs and associated documentation and material which are propriety to SR Intelligent Technologies India Private Limited or which SR Intelligent Technologies India Private Limited is under an obligation to prevent this disclosure.
- Information from SR Intelligent Technologies India Private Limited vendor and supplier which is confidential, propriety or copyrighted.

I hereby agree that:

- 1) The confidential information shall remain the sole and exclusive propriety of SR Intelligent Technologies India Private Limited and I shall regard it as confidential and secret information.
- The confidential information is the property considered to be the trade secrets of SR Intelligent Technologies India Private Limited because it involves processes and compilation of information which are secret, confidential, and not generally known to the public and which are the products of expenditure of time, effort, money, and /or creative skills of SR Intelligent Technologies India Private Limited.

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3) The use of confidential information is furnished to me during my employment on a confidential and

secret basis for a sole and exclusive use and pursuing my employment duties at SR Intelligent

Technologies India Private Limited. I will not, during and after my employment at SR Intelligent

Technologies India Private Limited, publish, disclose, or otherwise divulge the confidential

information to any person not specifically authorized by SR Intelligent Technologies India Private

Limited to receive such information.

4) I will not copy and confidential information for any purpose except with the express consent of the SR

Intelligent Technologies India Private Limited Officials or the expressed written authorization of the

third-party owner.

5) Upon termination of my employment with SR Intelligent Technologies India Private Limited, or at any

other time at SR Intelligent Technologies India Private Limited request, I agree to return promptly to

SR Intelligent Technologies India Private Limited, all confidential information, including but not

limited to all manuals, letters, notes, notebooks, reports, formulae, computer programs and

associated documentation and material, memoranda, customer list and all other materials and all

copies of them relating in any way to SR Intelligent Technologies India Private Limited which in any

way were obtained by me during my employment at SR Intelligent Technologies India Private Limited

which are in my possession or under my control.

6) I further agree that I will not make or retain any copies of the above-mentioned information and will

so represent to SR Intelligent Technologies India Private Limited upon termination of my

employment.

7) This confidentiality agreement will continue to be in effect after the termination of my employment

with SR Intelligent Technologies India Private Limited

Address:

Phone: 080 49159090, Email: info@srintelligenttechnologies.com, Website: https://srintelligenttechnologies.com



8) If any provision of this agreement is declared invalid or unenforceable with respect to a particular occurrence or circumstance or otherwise, that will not affect the validity, enforceability, or applicability of any other provision of this agreement.

Name of the candidate:

For SR Intelligent Technologies India Private Limited

Signature:

Raja Reddy Sandireddigari

Chief Executive Officer

Date:

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Annexure E

Intellectual Property Assignment:

In view of my employment with SR Intelligent Technologies India Private Limited and in view of the confidential nature of employment by reason of which I will obtain and have obtained special knowledge of SR Intelligent Technologies India Private Limited and business, its necessities and plans and the information of its customer, I hereby agree as follows:

Intellectual Property Assignment: I hereby assign, to SR Intelligent Technologies India Private Limited or its successor, designees or assigns, any and all rights in any design, invention, discovery, or other intellectual property (including without limitation, right to apply for and obtain a patent) which I may create, develop or assist in creating of developing during my employment which design, inventions, discovery and other intellectual property relate to services provided/ to be provided or products or systems manufactured or developed or licensed or sold by SR Intelligent Technologies India Private Limited whenever made by me and for any work made and/or created or cause to made and/or created in the course of my employment whether on the customer project or otherwise.

SR Intelligent Technologies India Private Limited shall be the first owner of the copyrights therein and for work made and/or created or cause to made and/or created in the course of my employment. If by virtue of any law or any judgment, SR Intelligent Technologies India Private Limited is not the first owner, then I hereby assign, exclusively and irrevocably, the same, wholly and generally, forever throughout the world, without any obligation of payment of royalty or any other sum of money or benefit(s), the whole of the copyright(s) in all such work(s) and further waive all my moral rights wholly in favor of SR Intelligent Technologies India Private Limited

I also agree to sign on demand, whether during the employment or any time thereafter, any papers and do any acts which may be deemed necessary or desirable by SR Intelligent Technologies to secure to SR Intelligent Technologies, its successors, designees, or assign, any right relating to such design, invention, discovery, copyright or intellectual property and improvement including patents in India or any other foreign country.



Restrictions after Termination:

I further agree upon termination of my employment to surrender to SR Intelligent Technologies India Private Limited all software programs, data (whether in hard copy form or in electronic form), notebooks, designs, drawings, blueprints, writings, manuals, price books, any business or market information, business and technical brochures, service models and techniques and other documents and materials (including all copies) then in my possession or control, which relate in any way to the business, research, development, sales, sales promotions, marketing or customer's information or other activities of SR Intelligent Technologies India Private Limited The obligations stated under this Agreement shall survive the termination or discontinuation of my employment with SR Intelligent Technologies India Private Limited

Name of	the	candic	late:
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For SR Intelligent Technologies India Private Limited

Signature:

Raja Reddy Sandireddigari

Chief Executive Officer

Date:

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