

Dynamatix Analytics Pvt Ltd

(A Wholly-Owned Subsidiary of Dynamatix Limited. UK)

813, Manjeera Trinity Corporate,
Kukatpally,
Hyderabad 500 072, India

11th May 2022

STRICTLY CONFIDENTIAL

Dear Mr. Prakash Ponduri

We are pleased to offer you an internship position with the Risk Analytics division of Dynamatix Analytics Private Limited ("Dynamatix"). Your location of work would initially be 813 Manjeera Trinity Corporate, Kukatpally, Hyderabad 500072. You will be reporting directly to **Ms. Nivedita**. Your intended start date is **on 11th May 2022**.

We offer you the monthly stipend of **₹4,000/-**

Dynamatix reserves the right to terminate your internship with one-day notice if your performance/conduct is unsatisfactory to Dynamatix. You will be governed at all times by the policies, procedures, and rules of Dynamatix.

Upon joining Dynamatix, you are required to furnish (Only One time) your Original Credentials for verifications along with a copy of PAN card, copy of Passport, copy of Photo identification address proof (Photo ID, Driving License, Election Card, Aadhar, etc.), copy of a Complete set of your Academic Credentials, one void cheque of savings bank A/C for direct stipend deposit and updated CV. Also, email the soft copies of all required documents. Please email us your permanent Native place address and current residence address.

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PROPRIETARY INFORMATION and NDA

Dynamatix will employ you in a capacity where you will or may receive confidential information valuable to Dynamatix. You, therefore, agree to abide by the following terms and conditions:

Your Employment creates a relationship of confidence and trust between you and Dynamatix with respect to certain Information of a confidential, proprietary, or trade secret nature. All such confidential, proprietary, or trade secret information will be referred to as "Proprietary Information" for this agreement's purposes.

Proprietary Information includes, without limitation:

1. All software, algorithms, and models developed or licensed by or for Dynamatix or licensed to Dynamatix by a third party, and any documentation or listing pertaining to such software; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audio-visual components (menus, screens, structure or organisation), any human or machine-readable form of the program, and any writing or medium in which the program or the Information therein is stored, written or described, including without limitation, diagrams, flow charts, designs, drawings, specification, models, data, bug reports, customer information, and customer's data.
2. Marketing and sales plans, product development plans, competitive analyses, benchmark test results, business, financial plans or forecasts, non-public financial information, agreements, and customer and employee lists of Dynamatix.
3. Any information or material not described above relates to Dynamatix's inventions, technological developments, "know-how," purchasing, accounting, merchandising, or licensing.
4. Any information described above that Dynamatix has a legal obligation to treat as confidential, or which Dynamatix treats as proprietary or designates as confidential, whether or not owned or developed by Dynamatix.

Proprietary Information shall not include Information known publicly or generally employed in the trade, nor shall it include generic knowledge that you would have learned in similar Employment elsewhere. Both during and after your Employment with Dynamatix, you will hold Proprietary Information in confidence. You will not use, transfer, publish, disclose, or report

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Proprietary Information directly or indirectly, except such disclosure to other Dynamatix employees or authorised third-parties as necessary for the ordinary course of performing your duties for Dynamatix or otherwise as directed by Dynamatix.

You agree that you have not brought any proprietary information of a former employer or a third party to Dynamatix and that you will not use any proprietary information of a former employer or third party in the performance of your work with Dynamatix unless you have written authorisation from your former employer or third party.

You will promptly disclose to Dynamatix all ideas, processes, inventions, modifications, and improvements (collectively referred to as "Inventions") relating to any work or business carried on by Dynamatix, conceived by you alone or with others during the term of your Employment, whether or not conceived during regular business hours.

All such Inventions shall be the sole and exclusive property of Dynamatix. You also agree to execute without receiving additional compensation: (a) any formal documents necessary to assign any Inventions to Dynamatix; and (b) all documents required to obtain a patent, register a copyright, or enforce Dynamatix's rights in such Inventions. These obligations shall continue beyond the termination of Employment with respect to Inventions you conceive or make during your Employment.

During your Employment with Dynamatix, you will devote your whole time and attention to the business of the Dynamatix or any of its associates, branches, or offices, where you may be posted from time to time for duty by the Management. You will not accept any other employment and/or be engaged in any other activities prejudicial to the interest of Dynamatix. You will not continue your previous assignments whatsoever.

Any change of your residential address should be notified in writing immediately to Dynamatix.

You will not, during your Employment with Dynamatix, carry on either alone or in a partnership or be directly or indirectly employed or concerned in any business undertaking other than that of Dynamatix, except as a shareholder in a public quoted company, unless you have obtained the previous written consent of Dynamatix. Further, you will not accept gifts, entertainment, or other favours from persons or bodies with which Dynamatix has business dealings unless you have obtained the previous written consent of Dynamatix.

You will not recruit or hire any Dynamatix employee for six months after the termination of your Employment with Dynamatix.

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You will not knowingly export, directly or indirectly, any UK/US/Spain origin technical data to those countries for which a UK/US/Spain and/or Indian export license is required under UK/US/Spain and/or Indian Export

Administration Regulations without first obtaining from the UK/US/Spain Department of Commerce and/or the Indian Government a license authorising the export.

In the event that your Employment is transferred to any company in Dynamatix, your new Employment will be subject to the terms of this agreement until you sign another one with the new employing company.

Your services are transferable to anywhere in the Indian Union or abroad in mutual discussions with you.

Upon the termination of your Employment with Dynamatix and upon Dynamatix's request, you shall reaffirm your recognition of the importance of maintaining the confidentiality of Dynamatix's Proprietary Information and reaffirm all of the obligations outlined in this agreement.

You shall, upon the termination of your Employment with Dynamatix, return all property belonging to Dynamatix, including without limitation all Proprietary Information, documents, software, disks, diskettes, tapes, and any other form of media, copies of any of the above, microcomputer systems, computer terminals, modems, other hardware, telephones, credit cards, and/or company automobile, Security ID cards, login passwords, etc.

GENERAL TERMS

You will be responsible for the safekeeping and return in good condition and order of all the properties of Dynamatix, which may be in your use, custody, care, or charge. In the event of loss of any property of Dynamatix in your possession, Dynamatix will have the right to assess on its own basis and recover the damages of all such material from you and take such other action as it deems proper in the event of your failure to account for any such material or property towards Dynamatix's satisfaction.

This agreement sets forth the entire agreement between you and Dynamatix with respect to the subject matter; it addresses and supersedes all prior representations and understandings, whether oral or written. This agreement may be changed only by signing an agreement signed by you and Dynamatix.

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By signing below, you agree that you have read and understood every agreement's provision. In consideration of your Employment at Dynamatix, you agree to be bound by all the terms, conditions, and obligations.

The impact of today's technology and the pace of change are tremendous. We hope you're as excited as we are to participate in that revolution. At Dynamatix, we're changing the world every day, and we will be delighted to have you as part of our team.

All entitlements given below are applicable after joining. The entitlements are subject to any company policy, procedure, or guideline issued from time to time. All perquisites and benefits, including reimbursements, are subject to Income Tax provisions, which may be applicable, including taxation on perquisite value.

Arbitration

Any and all disputes, arbitration place, shall be Mumbai, Maharashtra.

Sincerely,



Pavan Nanda

Director Operations & Information Security

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ACKNOWLEDGED AND ACCEPTED:

Signature:

Date:



Declaration – Data Protection Compliance

1. I confirm that I have read and understood all the Data and Information protection policies and procedures at Dynamatix Analytics India Ltd ("Dynamatix") and will continue to review, refer and comply with the same and the future versions of these during my Employment at Dynamatix.
2. I understand that UK consumers' personal data is protected by the UK Data Protection Act 1998 and will be protected by the General Data Protection Regulation (GDPR) from 25 May 2018. I also understand that I am personally responsible for protecting and handling the Highly Confidential (personal and sensitive) data of Customers that I can assess and process. I also understand that such data should not be transported outside the EU without prior written permission from the CEO of Dynamatix UK.
3. I understand that non-compliance with Data and Information protection policies and procedures could result in disciplinary action, including dismissal, taken against me by Dynamatix. The UK could take further action against European, Indian, and any other Law and Regulatory enforcement bodies.

Name of the Employee: _____

Designation: _____

Signature: _____

Date: _____

SCREENING DECLARATION

1. Have you ever been convicted of any criminal offense which is not spent or been the subject of any investigation which might lead to such proceedings? (Please exclude traffic offenses unless these resulted in a ban from driving or involved driving without insurance).
 - Yes/No
2. Have you ever been the subject of any bankruptcy proceedings or County Court Judgment (CCJ)?
 - Yes/No
3. Is there anything else you have not declared that may affect your application for Employment, including dismissal from a previous employer, disciplinary proceedings, civil proceedings, or proceedings/investigations that may lead to a CCJ or other judgment for debts?
 - Yes/No

If you have answered Yes to question 3, please give details below:

Signature:

Name:

Designation:

Date: