Date: Sep 04th, 2017

**Dear Mr. Hardeep Singh Sidhu:**

**Re: Employment with Cropdata Technology Private Limited.**

I am very pleased to offer you a permanent position as **Agronomist**, based on the following terms and conditions:

1. **Position:**

You are appointed to the position of **Agronomist**, Cropdata Technology Private Limited, with your initial place of employment at the company’s regional office at Chandigarh (2nd Floor, 78, Industrial Area Phase-I, Chandigarh – 160002) with possibility of positing anywhere in Punjab/Haryana. This is a permanent position, and as discussed and agreed with you, your start date in the position will be Sep 5th, 2017 or the earliest convenience. Your normal work week will be Monday through Saturday (9:30am to 6:00pm) and at times may require supporting projects over the holidays as and when required.

1. **Remuneration:**
   1. **Fixed Base:** Your gross salary (cost to company, inclusive of taxes) shall be INR 3,60,000/- per year. This salary doesn’t include travel expenses and company expenses which will be released on actuals. Your salary and expenses is payable once a month, at month end in accordance with the company’s standard payroll practices.
   2. **Annual Performance Bonus:** You will be entitled to bonus end of each calendar year, which will be a function of revenue and profitability of your division and on the overall revenue and profitability of the company. The formula for calculation of bonus will be heavily weighted on the performance of the division and of your responsibility than the overall company.
2. **Vacation:**

You will receive 12 working days of paid vacation per vacation year (April 1 to Mar 31), pro-rated for the current vacation year. Vacations are to be taken at such time or times as are mutually convenient to you and the business unit. Unused vacation can be carried over to next year or can be sold back to the company.

1. **Sick Leave:**

Sick leaves will be based on honour system. Such paid sick leaves not to exceed 12 working days per year without approval from one of the Directors.

1. **Effective Date:**

The terms of this offer shall come into effect on your first day of employment with the Cropdata Technology Private Limited.

1. **Other Terms and Conditions:**

By accepting this offer, you also acknowledge and agree that you shall abide by the following terms and conditions, and that such terms and conditions are reasonable:

* 1. **Confidentiality & non-competition:** During the course of your employment with the Cropdata Technology Private Limited, you will be entrusted with *“Confidential and Proprietary Information including, but not limited to, any oral, written, graphic or machine readable information, including but not limited to that which relates to patents, patent applications, research, product plans, products, developments, inventions, trade secrets, copyrights, trademarks and specifications, processes, methodologies, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configurations, computer programs, algorithms, regulatory information, chemical formulas, business plans, service plans, costing & pricing, agreements with third parties, alliances, vendors, services, customers, marketing, HR information and finances. Further to this Confidential and Proprietary Information with respect to CDT also includes but is not limited to all aspects of Crop health Diagnostic Platform, Crop health Communication Platform, Agriculture/ Crop Data Advanced Analytics Platform, Rural Correspondence Platform, Field Verification, Farmer Surveying, Farm Surveying and Ground Truthing Platforms, Online Agriculture Commodities Marketplace/ Trading Platform and associated applications, electronics, algorithms, firmware, software, raw data, data in all forms, data products, data processing systems and software, data products displays and all of the related CDT designs, research, development, manufacturing and business plans, financial models, demand models, capacity models, risk models, relating thereto. (hereinafter referred to as “Confidential and Proprietary Information)”*
     1. You agree that such *Confidential and Proprietary Information* will not be released or divulged, whether directly or indirectly, for a period of three (3) years from the date of termination of your employment with Cropdata Technology Private Limited, unless authorized by Cropdata Technology Private Limited required by law, or through the express written consent of the Cropdata Technology Private Limited issued by director’s office.
     2. You agree that you will not engage in any capacity such as employment, consulting, etc. with an individual or business for a period of two (2) years from the date of termination of your employment with Cropdata Technology Private Limited that directly or indirectly competes with products and services offered by Cropdata Technology Private Limited.
  2. **Blacklisted:** You acknowledge that you are presently or in the past have not been blacklisted by any Indian or Foreign government agencies and you are not affiliated with any organization that is involved in unlawful activities.

I would ask that you review the contents of this offer carefully. If the terms of employment as set out in this agreement are acceptable to you, please sign and date one (1) copy and return a fully signed copy to my attention by Sep 5th, 2017

Mr. Sidhu, I wish to convey my sincere enthusiasm about the possibility of you becoming part of the Cropdata family. I hope that you find the terms of this offer reasonable and attractive.

Please feel free to contact me if you have any questions.

Yours truly,

**Dr. O.M. Bambawale**

**Chief Science Officer**

**Cropdata Technology Private Limited**

I agree to accept the conditions of employment indicated above, this day of September, 2017.

**Name: Mr. Hardeep Singh Sidhu**