



ADDENDUM TO THE APPOINTMENT LETTER

This Addendum ("Addendum") to the Appointment Letter issued by the Company to Aneesha Panda ("Appointment Letter") is made as of 26-06-2021 by and between:

1. **Delightful Gourmet Private Limited**, a company incorporated in India with its registered office situated at No 12, HAL Old Airport Road, Domlur 1st Stage, ISRO Colony, Domlur, Bangalore - 560071 (hereinafter referred to as the "Company"); and
2. Aneesha Panda, DG06623 (hereinafter referred to as "Employee").

The Company and Employee are hereinafter referred to as "Parties" and individually as a "Party".

WHEREAS:

- (A) The Company wishes to amend and supplement the terms of the Appointment Letter and the Employee has agreed to adhere to such revised and/or additional stipulations;
- (B) The Parties are accordingly entering into this Addendum to record the terms of their revised understanding.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations, Warranties and Covenants of the Employee

- 1.1. You hereby represent and warrant that: (i) you have no commitments to any former employer or to any other entity, which would restrict you from joining the services of the Company; (ii) all documents furnished to the Company and all facts disclosed therein are true and accurate; (iii) you have disclosed all material and relevant information which may affect / have an impact on your employment with the Company (including any information that may directly or indirectly conflict with the terms of your employment with the Company); (iv) the promises, covenants or undertakings provided herein do not violate any applicable law, or contravene the provisions of or constitute a default under any document, contract, agreement or any other instrument to which you are a party, or which is applicable to you or which relates to your prior engagements.
- 1.2. You also represent, warrant and undertake that: (i) you have not misappropriated or otherwise taken and do not have in your



possession and/or control, any confidential and/or proprietary information belonging to a former employer; (ii) you have returned any and all such confidential and proprietary information and shall not use or cause the use of such confidential or proprietary information in any manner whatsoever, in connection with your employment herein.

- 1.3. If it is subsequently found that any information you submitted to the Company is inaccurate or incomplete or that you have wilfully suppressed / misrepresented material information, the Company reserves the right to take appropriate disciplinary action (including termination of employment), without prejudice to any other course of action that may be available to the Company.
- 1.4. You shall at all times observe and comply with the Company's internal policies (including without limitation, IT policy, anti-bribery and anti-corruption policies, code of conduct, disciplinary policy, policy on conflict of interest, anti-sexual harassment policy) guidelines, standards and procedures, as may be amended from time to time at the Company's sole discretion.
- 1.5. While working remotely, you shall ensure that : (a) all Company property will be maintained and secured properly in accordance with the directions provided by the Company; (ii) proper precautions are taken to prevent theft or misuse of Company property or any unauthorized access to Confidential Information; (iii) you are available during agreed work hours and shall perform your duties and complete all agreed deliverables; (iv) your manager is promptly informed of any leave requirements, changes to work location and/or of any incident that may adversely affect your work duties; (iv) you comply with all applicable law and with such instructions, requests, rules, directions as may be specified by the Company from time to time; (v) you will not enter into any contractual commitments or other obligations that would have an adverse impact on your duties to the Company and/or create a conflict of interest.

2. Disclosures by the Employee

- 2.1. During the course of your employment, you shall immediately make full and true disclosure in writing to the Company of:
 - (a) any direct or indirect interest or benefit you have derived or are likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company and/or any transactions which are likely to be detrimental to the Company;
 - (b) any and all business interests that are similar to or in conflict with the Company's business;
 - (c) any Intellectual Property Rights that you may hold in any Work Product;
 - (d) any directorships or other positions that you may hold in any other entity.



The term: (A) **Work Product** shall mean every discovery, invention, improvement, design, original works of authorship, developments, concepts, know-how, secret process or other material made, conceived, reduced to practice, developed or discovered by you or caused to be conceived, reduced to practice or developed or discovered by you (whether alone or with any other person or persons and whether or not during working hours) during the course of your employment with the Company; (B) **Intellectual Property Rights** shall mean collectively or individually, worldwide rights relating to the following intangible property whether or not filed, perfected, registered or recorded: (i) patents, patent disclosures, patent rights, know-how (including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof); (ii) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trade names, service marks, service names, logos or trade dress; (iv) rights relating to the protection of trade secrets and confidential information; (v) Internet domain names, Internet and World Wide Web URLs or addresses; (vi) mask work rights, mask work registrations and applications; (vii) any and all other intellectual or proprietary rights anywhere in the world.

3. Intellectual Property Rights

- 3.1. You shall disclose to and hold in trust for the sole benefit of the Company or its designee, any and all Work Product(s) and all Intellectual Property Rights in such Work Product(s). The Parties agree that all such Work Product(s) and all Intellectual Property Rights therein shall be assigned to the Company or its designee in perpetuity and shall belong absolutely to the Company/its designee. You hereby agree that you are not entitled to any additional compensation for complying with your obligations herein and will not make any claims against the Company or its affiliates in this regard. You hereby waive all of your rights, including moral rights on any copyright work originated, conceived, written or made by you (either alone or with others and whether or not during working hours) and agree not to claim that any treatment, exploitation or use of the said works infringes such moral rights (including but not limited to, the right to be indemnified, the right to object to derogatory treatment and right against false attribution).
- 3.2. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment made pursuant to this Addendum in so far as it relates to copyrightable material, shall not lapse and the rights transferred therein shall not revert to you, even if the Company (or its designee) does not exercise its rights under any assignment within a period of one year from the date of assignment. You hereby agree to waive your rights to, and shall refrain from, raising any objection or claims with respect to any assignment pursuant to Section 19A of the Copyright Act, 1957.
- 3.3. You shall assist the Company or its designee (at their expense) in every proper way to secure the Intellectual Property Rights of the Company or that of its designee in and to all Work Product(s), including executing all documents which the Company or its designee shall deem necessary in this regard. You also agree that your obligation to execute or cause to be executed, any such instrument or documents shall continue even after your separation from the Company.
- 3.4. If the Company or its designee is unable to secure your signature to apply for or to pursue any application for any patents, copyright, mask works or other Intellectual Property Rights that are assigned to the Company or its designee as specified herein, you shall irrevocably designate and appoint the Company and its duly authorized officers as your agent and attorney in fact to act for and on your behalf, to execute and file any and all such applications and to do all other lawfully permitted acts to further the application for, or the prosecution, issuance, maintenance or transfer of, letters patent, copyright or other registrations thereon, with the same legal force and effect as if originally executed by you. You hereby waive irrevocably, any



and all claims against the Company and its affiliates or their designees which you may now or hereafter have for infringement of any and all rights assigned to the Company or its affiliates or other designees, as contemplated herein.

- 3.5. You shall keep and maintain adequate and current written records of all Work Product(s), which shall remain the sole property of the Company at all times. You shall not remove or delete any such records from the Company's place of business or servers or emails or other Company property except when expressly permitted by the Company in writing. You shall return all such records at the time of termination of employment or at any point of time as required by the Company / an affiliate.
- 3.6. If, prior to the commencement of employment with the Company, you have independently or jointly with any other person, made / created any discovery, idea, invention, improvement, design, original work of authorship, development, concept, know-how, secret process and any related information or have any Intellectual Property Rights ("Prior Inventions") you shall identify the same in a separate document and immediately inform the Company in this regard. If no list of Prior Inventions is provided, you hereby represent to the Company that there are no such Prior Inventions. While making disclosures, you shall also indicate the ownership of such Prior Inventions and if you are the owner, the terms of license or other right that you may have granted to third parties, if any.
- 3.7. Your obligations herein shall survive the termination of your employment with the Company. Any actual or potential breach by you of the terms of this Clause could result in disciplinary action (including termination of employment) and also entitle the Company to seek interim equitable or injunctive relief or both. The pursuit of equitable or injunctive relief shall be in addition to any other remedy or relief that may be available under law or contract.

4. Protection of Confidential Information

- 4.1. You shall be bound by the terms of the Company's policy on 'Protection of Confidential Information' as amended and updated from time to time ("Confidentiality Policy"). The provisions of the Confidentiality Policy shall, *mutatis mutandis*, be incorporated herein and shall form an integral part of the terms of this Addendum.
- 4.2. It is understood and agreed by you that any breach of your obligations contained in this Clause (for the sake of clarity, this will include any breach of an obligation under the Confidentiality Policy) may cause the Company irreparable loss. Accordingly, and in addition to any other remedy the Company may have at law or equity, the Company shall be entitled to seek injunctive relief against you, to prevent any further or continuing breach of your obligations or any damage to the Company's business operations.

5. Non-compete and Non-solicitation.

- 5.1. You acknowledge that during the course of your employment with the Company, you would have knowledge of the Intellectual Property Rights of the Company/an affiliate and/or of Confidential Information (*as defined in the Confidentiality Policy*) and would have dealings with the Company's customers or prospective customers. You also acknowledge that you hold other



knowledge, technology and skill sets which, if deployed after ceasing to be an employee, could result in your competing against the Company or any of its affiliates. Accordingly, you hereby undertake the following:

- (a) You shall not, for the duration of your employment with the Company, and for a period of 12 (twelve) months thereafter, either directly, or indirectly through an agent, company, partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or agent or in any other manner whatsoever, whether for profit or otherwise be concerned in any firm, corporation, institution, entity or business that directly or indirectly competes with the business operations of the Company ("Competitor");
- (b) You shall not, for the duration of your employment with the Company, and for a period of 12 (twelve) months thereafter, either directly, or indirectly through an agent, company, partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or agent or in any other manner whatsoever, whether for profit or otherwise:
 - (i) recruit, solicit, induce or encourage any of the Company's employees / consultants or an affiliate's employees/consultants to terminate their relationship with the Company or the concerned affiliate, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company or any of its affiliates.
 - (ii) solicit, assist in soliciting, endeavour to solicit, influence or attempt to influence any customer of the Company (whether existing or prospective), directly or indirectly to purchase your product/services or those of a Competitor, in lieu of Company's products and/or services.

5.2. The Parties hereto recognise that the foregoing covenants in this Clause 5 and the time and other limitations with respect thereto, are properly required for the adequate protection of the value and goodwill of the Company and agree that such limitations are reasonable with respect to the business operations of the Company.

6. Indemnity

You shall defend, indemnify and hold harmless the Company or any affiliate and each of their respective directors, employees, officers, against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees) and damages resulting from, relating or incidental to, or arising out of: any misrepresentation, or breach by the Employee of applicable law, any provision of a document executed with the Company (including the Appointment Letter and this Addendum), or breach of a policy of the Company.

7. Consent to use personal information.

7.1. You hereby unequivocally consent to the Company collecting, using or disclosing your personal information (as defined under applicable law) for any purpose directly or indirectly connected with your employment, including without limitation, for the purposes of background checks, work travel, vaccination status and medical examination. Such data or information may be collected, used or disclosed by the Company for purposes such as administering the employment relationship, processing



payments, and generally discharging all human resource management activities in the legitimate interests of the Company.

- 7.2. You also consent to the Company transferring such personal information within internal departments and to any affiliates (including to other states, territories or countries) as may be required for internal administrative purposes. The Company represents that except for the purposes mentioned herein or if required under applicable law, the Company will not disclose to any third party or otherwise use in any manner, your personal information without seeking your prior consent in this regard.
8. With effect from the date of execution of this Addendum, the Appointment Letter shall stand amended to the extent specified herein, and the terms of the Appointment Letter shall be read and construed in conjunction with the terms of this Addendum. All other terms of the Appointment Letter (i.e., except as specifically modified herein) shall remain unchanged and shall continue to be in force and binding on the Employee.
9. On and from the date hereof, any reference to the Appointment Letter shall mean and include a reference to the Appointment Letter as amended by this Addendum. The Addendum and the Appointment Letter shall be read and construed as one document.
10. In case of any direct and irreconcilable conflict between the terms of the Appointment Letter and the Addendum, the terms of the latter shall prevail.
11. Words and phrases used in capitalized terms in this Addendum and not defined herein shall have the same meaning ascribed to them in the Appointment Letter and/or the Confidentiality Policy, unless the context implies otherwise.

IN WITNESS WHEREOF the Parties have executed this Addendum on the date mentioned above.