

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ["Agreement"] is made on this 31st March 2022 at Bangalore

BY AND BETWEEN

PathPartner Technology Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at #16 PSS Plaza, 1st & 2nd Floor, New Thippasandra Main Road, HAL III Stage, Bangalore - 560 075, represented by its Chief Operating Officer Mr. Girish Chandra Sabat hereinafter referred to as "**the Company**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART;

AND

Mr. Kiran Kumar Reddy B son of **Mr. "Barra Krishna Reddy"** is aged 22 years thereafter referred to as "**Employee**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her legal heirs, executors and administrators) of the OTHER PART.

WHEREAS:

- A. The Company is engaged in the business of providing solution and services in embedded technologies to its customers.
- B. The Company has offered employment to the Employee as **Sr.Test Engineer** in the Company and the Employee has consented to the employment so offered.
- C. In consideration of the rights and obligations set forth in this Agreement and other good and valuable consideration, including but not limited to the mutual benefits associated with the ongoing employment relationship, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows.



NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS UNDER:**1. Title and Duties**

Employee shall faithfully and to the best of Employee's ability devote all of Employee's working time exclusively to the performance of the services as may be assigned to the Employee by the Board of Directors (Board) of the Company or any person so authorized by the Board. Employee agrees to abide by all policies and decisions of the Company during the term of this Agreement.

2. Place of Work and Work Hours

The usual place of work shall be the Company's office situated at #16 PSS Plaza, 1st & 2nd Floor, New Thippasandra Main Road, HAL III Stage, Bangalore - 560 075, but the Employee shall work in any other place including but not limited to that of affiliate/group companies of the Company and client/customer premises as may be decided by Board or the management of the Company. The Employee's normal working hours will be from 9 a.m. to 6 p.m., Monday to Friday, with a one hour break for lunch, between 12:30 p.m. and 1:30 p.m. However, the Company reserves the right to change the start and finish times and the days upon which the Employee works. The Employee may also be required to work beyond normal working hours, both as and when requested to do so by the Company or when the proper performance of work so requires.

3. Dual Employment

During the term of employment with the Company, the Employee will not represent, handle, advise or otherwise undertake any other full time or part time employment, business activity, trade or profession. The Employee will devote full working time, skill and effort exclusively to the benefit of the Company. The Employee will not carry on, without the prior express permission of the Company or any person so authorized by the Company obtained in writing, any lecturing or any business either alone or in partnership, nor be directly or indirectly employed or concerned with as principal, agent or otherwise in any business, trade or profession whatsoever.

4. Salary & Revision of Salary

In consideration of the Employee's continued employment with the Company and observance of terms and conditions of this Agreement, the Company will pay to the Employee annual salary of **Rs. 7,89,744 .00/-** (Rupees Seven Lakhs Eighty Nine Thousand Seven Hundred Forty Four Only). The detailed breakup of the same is attached to this Agreement as Annex A.

The Company's practice is to review the salary of the employees annually and revision in salary will be subject to the Employee's and Company's performance, and at the sole discretion of the Company.

5. Reimbursement

The Employee will be paid or reimbursed for any reasonable expenses properly incurred by the Employee while performing duties on behalf of the Company, subject to the Employee producing receipts in respect of such expenses when requested by the Company, and subject to the Employee's compliance with the Company's rules and policies relating to expenses.

6. Leave with Wages

6.1. The Employee will be eligible for Annual leaves as per Company's Leave policy (available on the Company's internal portal). The Leave policy can be modified time to time at Company's discretion.



- 6.2. The Employee must obtain the prior approval of his/her reporting manager before taking leave. Not more than two (2) weeks may be taken at any one time, the actual duration of leave being granted, is at the Company's discretion.
- 6.3. The Employee will be entitled to Public Holidays applicable in India every year at the regular rate of pay. If placed at a customer site, the Employee must follow holidays observed by customer.
- 6.4. The Employee can avail Paternity leave of maximum of five (5) days. However, policy can be modified time to time at Company's discretion. The Leave policy can be referred to on the Company's internal portal

7. Benefits

- 7.1. Employee will be entitled to medical benefits under the Company's policy subject to its terms and conditions from time to time.
- 7.2. Employee will be enrolled in the Company's provident fund scheme, as and when formulated, subject to its terms and conditions from time to time.
- 7.3. The Company shall provide for gratuity as required under the law.
- 7.4. The Company reserves the right to terminate or substitute other scheme(s) for such scheme(s) or amend the scale of benefits of such scheme(s) including the level of benefits. If any scheme provider (including but not limited to any insurance company) refuses for any reason (whether based on its own interpretation of the terms of the insurance policy or otherwise) to provide any benefits to the Employee, the Company shall not be liable to provide any such benefits itself or any compensation in lieu thereof.

8. Company's Employee Handbook

The provisions of the Company's employee handbook (as amended from time to time) shall govern the employment except so far as they are inconsistent with the terms of this Agreement. Employee will be given a copy of the Company's Employee Handbook, once it is formalized.

9. Company Policies

- 9.1. The Company is an equal opportunity employer and does not permit discrimination or harassment on the ground of sex, pregnancy, marital or family status or disability.
- 9.2. The Company complies with its statutory obligations regarding the personal data of its employees.

10. Confidentiality

The Employee shall not at any time during employment or thereafter disclose to anyone any information, know-how, knowledge, secrets, methods, business plans, any confidential information etc., that the Employee may become party to or that may necessarily be disclosed to the Employee in order for the Employee to efficiently discharge functions and duties. The Employee shall execute an employee confidentiality & IP invention assignment agreement simultaneously with the execution of this Agreement and shall be bound by the terms thereof.

11. Representation and Undertakings

- 11.1. The Company has agreed to execute this Agreement based on the understanding that the information given by the Employee in his/her application is correct, true, and complete in all respects. If it is discovered at any time during the course of employment with the Company including probationary period, that the information so provided is not correct, untrue or false in any material respect or if it is discovered that any material particulars or information has been deliberately suppressed, this Employment Agreement may be terminated immediately by the Company without any benefits that may have accrued to the Employee and without notice or salary in lieu of such notice.
- 11.2. The Employee hereby confirms that he/she is not subject to any agreement or restriction, which would restrict employment with the Company.
- 11.3. This appointment is also subject to:
- i. The Employee furnishing to the Company a "relieving certificate" from his/her previous employer;
 - ii. The Company receiving full satisfactory reports from the references cited in the application; and
 - iii. The Company receiving certification from a registered medical practitioner designated by the Company as to the Employee's satisfactory physical condition.

12. Transfer of Services

As indicated in Clause 3 of this Agreement, the Employee may be required to proceed from time to time on assignments at stations outside Bangalore and stations overseas that of any affiliate/group companies of the Company and client premises. The Employee's services are liable to be transferred at any time to any office of the Company or its associate organizations.

13. Termination

- 13.1. This Employment Agreement may be terminated by the Employee by giving three (3) months' written notice. The Company may terminate this Employment Agreement by giving three (3) months' written notice or salary in lieu of such notice, except in case of termination by the Company under paragraphs 13.1 and 15.3 of this Employment Agreement upon which no notice or salary in lieu of such notice will be given.
- 13.2. In the event of termination, the Employee must complete all pending assignment(s) to the satisfaction of the Company, before the services are released. Upon termination the Employee shall
- a. Not at any time thereafter make any untrue or misleading oral or written statements about the Company, its business. Further, the Employee will not represent or permit himself/herself to be held out as being in any way connected with, directly or indirectly, or being interested in the business of the Company, except as a former employee of the Company for the purpose of communicating with prospective employers or complying with any applicable statutory requirements;
 - b. not at any time thereafter use the name of the Company or any other name capable of confusion therewith (whether by using such names as part of a corporate name or otherwise); and
 - c. Immediately return to the Company all papers and documents or other property which may at that time be in the Employee's possession, relating to the business or affairs of

the Company or any of its associated or branches or its clients and will not retain any copies or extracts there from.

- d. Upon termination of this Employment Agreement, but before the last pay of monthly service compensation (final payment), a final payment and release of all claims settlement shall be set up by the Company and submitted to the Employee for review and signature. The final payment is subject to any deduction by the Company of any outstanding loans or other amounts demonstrably due from the Employee, or any withholding or deduction from any validly accrued statutory payments (to be made to the Employee), such as gratuity, that are so withheld or deducted by the Company, due to the employee being found guilty of gross misconduct or such other reason as stipulated or permitted under the law relevant to such statutory payment.

13.3. In addition to the conditions mentioned in this Employment Agreement, the Employee will be governed by the statutory regulations as well as the rules and regulations of the Company in force and as may be modified from time to time, including the policies stipulated in the Company's employee handbook. In the event the Employee is found to be in breach of the rules and regulations of the Company or fails to perform the duties in his/her position in a satisfactory manner, the services of the Employee shall be liable to be terminated forthwith without notice or salary in lieu of notice or in accordance with the procedure for such termination as existent at the point of time of such termination. The decision of the Company shall be final in this regard and you agree not to dispute the same.

13.4. Upon termination, for a period of three hundred and sixty five (365) days after termination, the Employee shall not directly or indirectly work on or support any product, project or development for a third party that is identical to or reasonably similar to a product, project or development that the Employee worked on or supported in the course of providing the services to the Company.

14. Governing Law

The provisions of this Employment Agreement shall be governed and construed as per the laws of India and the Employee and the Company submit to the non-exclusive jurisdiction of the courts at Bangalore, whether they be civil courts, labour courts, Industrial Tribunals or any other courts or authority of whatsoever nature.

15. Notice

Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing, or by facsimile. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing. Such notice shall be given upon generation of a facsimile transmission confirmation receipt if sent by facsimile.

16. No Expectation of Privacy

16.1. The Company encourages the use of the internet, e-mail, telephone and other information technology assets as a means to make business and communication more effective and is valuable and costly corporate resources and their purpose is to facilitate the business of the Company. They shall be used for business purpose only.

16.2. The Employee acknowledges that in consideration of the use of the Company's communication and information technology assets in the course and scope of the Employee's employment, the Company reserves the right to check, monitor and track all internet and telephone transactions by employees. The Company also has the discretion to examine the content of communications

over the internet, whether in email, chat, or any other medium when sent or received using the Company's systems. In this regard, Employee acknowledges and accepts that he/she has no reasonable expectation of privacy with respect to the use of the Company's communication and information technology assets.

17. General

- 17.1. The Employee shall carry out his/her duty diligently, loyally, and to the best of his/her ability and capacity and conform to the values of the Company. The Employee shall discharge his/her duties in compliance with all national and local laws and the rules, regulations and policies as may be devised by the Company from time to time or in the employee manual of the Company.
- 17.2. The various clauses and sub-clauses of this Agreement are severable and if any clauses and sub-clauses or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability will not affect the validity or enforceability of the remaining clauses and sub-clauses or identifiable parts thereof in this letter.
- 17.3. It is understood and agreed by the parties that the offer letter accepted by the employee is a part and parcel of this Agreement. In the event of any conflict between this Agreement and the offer letter the provisions of this Agreement shall prevail.

This Agreement shall be effective as of the first day of employment with the Company, namely, **31st March 2022**.

IN WITNESS WHEREOF the parties hereto have, themselves or through their duly authorized representatives, set and subscribed their respective hands the day, month and year first above written.

Mr. Kiran Kumar Reddy B.

For PathPartner Technology Private Limited.

Signature: _____



Permanent Address: _____

Devarinti palli, nallacharuvu

Anantapur, andhra pradesh-515551

Mr. Girish Chandra Sabat

Title: Chief Operating Officer

Annex A

Compensation & Benefits

Date: 31st March 2022**Mr. Kiran Kumar Reddy B,**

The Total Target Compensation is the sum of all components namely - Basic Salary, HRA, Monthly Bonus, Employer PF contribution, FB, Special Allowance will be **Rs. 7,89,744 .00/-** per annum. The detailed breakup of the TTC is given below.

Components	Monthly [Amount (in INR)]	Yearly [Amount (in INR)]
Basic Salary	17,769.00	213,231.00
House Rent Allowance	8,885.00	106,616.00
Monthly Bonus	3,554.00	42,646.00
Employer's contribution to Provident Fund	2,132.00	25,588.00
Other Allowance (Flexi Basket**)	17,677.00	212,125.00
Special Allowance	15,795.00	189,538.00
Fixed Compensation**	65,812.00	789,74 4 .00
Total Target Compensation	0.00	789,74 4 .00
Notional Provision for Statutory Gratuity****	0.00	10,256.00
Employer's contribution to Insurance Premium*****	0.00	5,200.00
Other Benefits	0.00	15,456.00
Cost to Company	0.00	805,200.00

- ** Fixed compensation is payable subject to adherence of all applicable policies of the organization.
- **** As per Payment of Gratuity Act.
- ***** The amount mentioned is an indicative average cost incurred by Company towards Group Medclaim, Group Personal Accident and Group Term Life Insurance premium.

For **PathPartner Technology Private Limited,**

Mr. Girish Chandra Sabat
Chief Operating Officer

