

## **EMPLOYMENT AGREEMENT**

# **Mukund Raj**

No.6 Golden Avenue, 1st Cross Street, Keelkatallai Chennai - 600117

**Employee ID: 1010122** 

### Welcome to Freshworks!

Further to the discussion we had with you and your acceptance of the employment offer sent to you over email, we are pleased to welcome you at Freshworks Technologies Private Limited (the "Company" or "Freshworks") on the following terms and conditions:

1. **Date of joining:** As mutually agreed, your date of joining the Company is **08-01-2024**. If not signed and returned prior to such date, this Employment Agreement (hereinafter to as "Employment Agreement") shall be treated as cancelled, unless the extension of the said date for joining is agreed by us in writing.

## 2. Position and exclusivity of services:

Your initial title will be : Account Manager

Your level will be: IC 1

You will perform the duties and have the responsibilities customarily performed and held by an employee in your position or as otherwise may be assigned or delegated to you by the Company. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full – time or part-time) or probono activity unless such pro-bono activity is approved by the Company. By signing this Employment Agreement, you confirm to the Company that you have no contractual commitments or other legal obligations at the time of signing this Employment Agreement nor would you take any contractual commitments or other legal obligations thereafter that would prohibit you or otherwise impede from performing your duties in your position for the Company.

## 3. Cash compensation:

Your annual cash compensation will be ₹ 575000

In Words: Rupees Five Lakh SeventyFive Thousand Only

The detailed salary breakup is annexed in "**Exhibit** – A". The above remuneration will be subject to deductions of Employee Provident Fund, Employee Pension Scheme, Employees State Insurance, Income Tax, Professional Tax and such other deductions which are necessary under law or agreed to from time to time. All components of your compensation and benefits shall be subject to Income Tax and other legal provisions from time to time.

Employee Signature: \_\_\_\_signed by:

Mukund Kaj —28E04F09C35B437...

CIN: U72200TN2010PTC078458 Phone: +91 44 66678080



**A.** Sales Signing Incentive: The company will pay you a sales signing incentive (the "Sales Signing Incentive") in the amount of ₹ 9583 per month

In Words: Rupees Nine Thousand Five Hundred EightyThree Paise ThirtyThree Only

for the first two (2) full calendar months of your employment plus a prorated amount for the days you are an employee of the Company in the first calendar month of your employment (the "Signing Incentive Period") provided that you are still employed with the Company at each such date. The Sales Signing Incentive will be set off against any commissions that you may earn pursuant to the terms of the Freshworks' Sales Commission Plan during the Signing Incentive Period. If during the Signing Incentive Period, the Sales Signing Incentive is fully offset against commissions earned by you during that particular period, you will receive commission payments pursuant to the Freshworks' Sales Commission Plan, or otherwise, you will only receive the Sales Signing Incentive. The Sales Signing Incentive will be advanced to you on the same schedule as commission payments pursuant to the Freshworks' Sales Commission Plan. You will earn the full Sales Signing Incentive if you remain an active employee in good standing on the six (6) month anniversary of your first day of employment with the Company. If your employment ends for any reason before the six (6) month anniversary of your first day of employment with the Company, and if the amount of your earned commissions is insufficient to cover the amount of the full Sales Signing Incentive, then you will be required to repay any outstanding Sales Signing Incentive amounts so received, back to the Company. By signing this Employment Agreement, you hereby authorize the Company to apply any outstanding amounts of the Sales Signing Incentive to any final commission payments, or if final commission payments are insufficient, to any amounts owed to you by the Company, including but not limited to cash compensation, severance pay, expense reimbursements, or bonus to the fullest extent allowed by law. The terms and conditions regarding your commissions are set forth in the Freshworks' Sales Commission Plan.

4. Background Verification: It is the policy of the Company to verify the background of all its new hires. By signing this Employment Agreement, you acknowledge that your employment with the Company is contingent upon a candidate reference and background verification done by the Company on the information contained in your application form and / or your Curriculum Vitae being true and accurate, including (but not limited to) your educational and professional qualifications. Also, you agree and authorise the Company to conduct such background verification, at the time of appointment and at any time during course of employment, including with appropriate authorities as are necessary to enable to verify that you do not hold any criminal convictions or if criminal actions are pending against you. By signing this Employment Agreement, you give full consent for such verifications and checks as the Company may deem fit, as well as you acknowledge and agree that a negative outcome of such background verification will result in the termination of your employment with the Company. In such a case, you will not be entitled to the period of notice, or pay in lieu of notice, set forth in Section 8 of this Employment Agreement. Besides, the Company may take appropriate action, as it may deem fit.

Employee Signature: \_\_\_\_signed by:

Mukund Ray

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5. **Probation:** You shall initially be under probation for a period of three (3) months from the date of joining the Company. During the period of probation (original or extended) your services may be terminated forthwith without assigning any reason. The decision of the management of the Company in this regard will be final and binding on you. If, at the end of the period of probation, your probationary period has not been extended, then your appointment shall be deemed to have been confirmed even though no intimation is given to you in writing to that effect. For avoidance of doubt, if your employment is terminated during the period of probation (original or extended), you will not be entitled to the period of notice, or pay in lieu of notice, set forth in Section 8 of this Employment Agreement.

# 6. Employee benefits and Company policies:

- A. Employee Benefits: During your employment, you shall be eligible to participate in the employee benefit plans maintained by the Company and generally available to similarly situated employees of the Company, subject in each case to the generally applicable terms and conditions of the relevant plan and to the determinations of any person or committee administering such plan. During your employment, you will also be eligible to receive legally mandated employee benefits in accordance with applicable law.
- **B.** Company Policies: By entering into this Employment Agreement, you hereby agree to comply fully with all Company policies and procedures including, without limitation, the human resources policy applicable to employees, as amended and implemented from time to time, including, without limitation, regulatory and compliance procedures as well as policies and procedures for employees performing services in India, which shall ordinarily apply to you, but with such modifications as may be appropriate to your position as an employee of the Company.

It shall be your duty to keep yourself updated with any revisions of Company Policy(ies), and any such revised policy shall be applicable to you from the date of such policy being revised or as per the effective date mentioned in the policy.

7. Work Location and Transfer: Your work location will be at the Company's office in **Chennai**. However, you acknowledge and agree that the Company may transfer/depute you to any of its offices, departments, divisions or the offices of its parent or group companies, its clients or associates, existing now or in the future, in India or abroad, at its sole discretion. You acknowledge and agree that you will comply with such transfer/deputation to any such offices, departments, divisions of a parent or group companies, its clients and associates. You further acknowledge and agree that such transfer/deputation shall not entitle you to any revision in salary or amendment of other terms and conditions of service unless it is communicated to you specifically in writing. You further acknowledge and agree that, in addition to the policies and procedures of the Company, you shall abide by the policies and procedures and code of conduct that may be applicable to the work location upon such transfer/deputation.

Employee Signature: \_\_\_\_Signed by:

Mukund Kay —28E04F09C35B437... CIN: U72200TN2010PTC078458



# 8. Termination:

- **A. Retirement**: Your employment shall terminate with immediate effect on the last day of the month in which you attain the age of retirement as fixed by the Company's retirement policy.
- **B.** Termination for Cause: At any time during your employment, the Company shall be entitled to terminate your employment effective immediately for Cause without requiring you to serve any Notice Period (defined below). In the event of termination of your employment under this Section, the Company shall not be obligated to pay you any compensation whatsoever. 'Cause' shall mean if you:
  - i. Are convicted by any court of an offense involving moral turpitude;
  - ii. Are guilty or fraud, misconduct, incompetence or neglect of duty or you fail to diligently attend to your duties;
  - iii. Commit any breach of this Employment Agreement including the Confidential Information & Invention Assignment Agreement attached as Schedule I hereto or data protection attached as Schedule II hereto or any policy of the Company;
  - iv. Act in a manner (whether in the course of your duties or otherwise) which is likely to bring you or the Company into disrepute or prejudice the interests of the Company;
  - v. Are guilty of continuing unsatisfactory conduct or poor performance of your duties;
  - vi. Are in breach of the terms of any other agreement entered with the Company; or
  - vii. On any other grounds on which your employment may be terminated as per applicable law.
- C. Termination by Company: Notwithstanding anything else contained in this Employment Agreement, after the background verification in Section 4 has been favourably completed and the probationary period described in Section 5 has ended, the Company shall be entitled to terminate your employment by giving not less than two (2) months' notice in writing to you, for any reason whatsoever, and without the necessity of showing any cause Provided however, the Company shall be entitled to terminate your employment with immediate effect upon payment of salary in lieu of the Notice Period (defined below) or part thereof.
- **D.** Termination by employee: You shall be entitled to terminate your employment, by giving not less than two (2) months' notice in writing to the Company (only if you have completed the probation period), for any reason whatsoever ("Notice Period"). You also agree that, the salary payable to you during the Notice Period shall be calculated on a pro-rated basis, depending upon the actual number of your working days at the Company, during the Notice Period.

It is further agreed that in the event that you wish to terminate your employment with the Company, with immediate effect, you shall communicate the same, in writing, to the Company, and the Company may at its sole discretion Employee Signature: ——Signed by:

Mukund Ray

CIN: U72200TN2010PTC078458 Phone: +91 44 66678080



accept your termination immediately and without requiring you to serve the Company during the Notice Period, subject to you paying your two (2) months' salary in lieu of the Notice Period to the Company.

E. Consequences of Termination: In addition to above, and elsewhere mentioned in this Employment Agreement, the Company reserves the right to recover any cost and value of assets damaged or lost during course of employment or recover the cost of assets not returned or damaged at the time of termination, liability and damages due to misconduct or wilful negligence, recover bonus, including but not limited to joining bonus, along with any other compensation or the cash equivalent of the benefit offered to you, any advances made and recover any prorated sales commissions, sales incentives, variable pay and other cash pay-outs by setting it off against any amounts owed to you by the Company. In case, such amount to be recovered is greater than the amount owed to you by the Company, the Company shall recover the same from you. Further, any equity grants you may be eligible to but that are not vested shall also automatically lapse. It is hereby clarified that the termination of employment for whatsoever reason shall not operate to release you from any liability towards the Company incurred otherwise than under this Agreement before the date of such termination, or from any liability resulting from any wilful misrepresentation of a material fact made in connection with this Agreement or wilful breach of any material provision hereof or any of the policies and procedures of the Company.

# 9. Non-Compete and Non-Solicitation:

- **A. Definitions:** Whenever used in this Section 9, the following terms shall have the meanings respectively assigned to them in this Section.
  - i. "Affiliate" including its variant forms, shall mean, with respect to a Person, any other Person in which the Person owns or controls an equity interest equal to one percent (1%) or more of the outstanding equity interests of such Person, or any Person with whom or with which the Person has an Association.
  - ii. "Association" shall mean the relationship of a Person to another Person, whether as an officer, director, manager, full or part time employee, consultant, independent contractor, commissioned sale representative, broker or agent.
  - iii. "Competing Business" shall mean any direct or indirect non-Company activity (i) that is the same or substantially similar to your responsibilities for the Company that relates to, is substantially similar to, or competes with the Company (or its demonstrably planned interests) at the time of your termination from the Company; or (ii) involving the use or disclosure, or the likelihood of the use or disclosure of Confidential Information.
  - iv. "Customer" shall mean any person to whom or to which the Company has provided any services or made a proposal to provide services within the past twelve (12) months.
  - v. "Non-Compete Period" shall mean the period commencing with the date of this Employment Agreement and ending one (1) year from the date of your termination of employment.

Employee Signature: \_\_\_\_signed by

CIN: U72200TN2010PTC078458 Phone: +91 44 66678080



- vi. "Person" shall mean any individual, corporation, partnership, limited liability company, trust, estate or other entity.
- **B.** Covenants Regarding Competitive Protection: By entering this Employment Agreement, you hereby covenant and agree to each and all of the following:
  - <u>Solicitation of Customers</u>: During the Non-Compete Period, you hereby covenant and agree not to solicit, either directly or through an Affiliate, any Person that is a Customer for purposes of offering such Person services provided by a Competing Business.
  - ii. <u>Solicitation of Employees:</u> During the Non-Compete Period, you hereby covenant and agree not to (a) employ, either directly or through an Affiliate, any current employee of the Company or any individual who was an employee of the Company during the preceding twelve (12) months, and (b) solicit, or contact in any manner that could reasonably be construed as a solicitation, either directly or through an Affiliate, any employee of the Company for purposes of encouraging such employee to leave or terminate his or her employment with the Company.
  - iii. <u>Solicitation of Vendors</u>: During the Non-Compete Period, you hereby covenant and agree not to solicit, either directly or through an Affiliate, any current vendor, supplier, or independent contractor of the Company for purposes of encouraging such vendor, supplier, or independent contractor to cease or diminish providing products or services to the Company, or to adversely change the terms under which such current vendor, supplier or independent contractor provide such products or services.
  - iv. <u>Non-Competition</u>: During the Non-Compete Period, you hereby covenant and agree not to engage in or receive any financial benefit from any Competing Business, whether as an employer, proprietor, partner, shareholder, investor, director, officer, employee, consultant, agent or otherwise (other than as the owner of less than 1% of an entity the stock of which is publicly traded).
- C. Reasonableness of Covenants: You hereby agree that the covenants and restrictions in this Section 9 are reasonable in their terms and do not impose any undue hardship on your current or future employment prospects. You further agree that if the laws of the state applicable to the provisions set forth in this Section 9 should change, or if any court of competent jurisdiction should hold any term or provision of this Section 9 invalid or unenforceable, then there shall be substituted in the place of such changed, invalid, or unenforceable term or provision a new term or provision that most nearly fulfils or promotes the purpose and intention of this Section 9 and is consistent with such law or judicial jurisdiction.

#### 10. Confidential Information and Invention Assignment Agreement:

A. By entering into this Employment Agreement and in consideration hereof, you hereby agree to execute and abide by the Confidential Information and Invention Agreement attached hereto as Schedule I during the term of your Employee Signature: — Signed by:

Mukund Ray

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employment and thereafter and the provisions thereof shall be deemed to form a part of this Employment Agreement. In your work for Freshworks, you will be expected not to bring, use or disclose any confidential information, including trade secrets, belonging to any third party, including any former employer or other person to whom you have an obligation of confidentiality, to Freshworks. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by Freshworks.

**B.** By entering into this Employment Agreement, you hereby agree (i) to handle all the Company's property including all correspondence memorandum books, technical books, license, price lists, notebooks, formulae, designs, drawings and other documents, samples or any other goods belonging to the Company that come into your possession in the course of your employment with care and diligence, (ii) the same shall be the absolute property of the Company and (iii) you will at any time during your employment or upon the termination thereof for any reason whatsoever, deliver back to the Company without any damage and without any lien whatsoever thereof.

#### 11. Tax Matters:

- **A. Withholding:** All forms of compensation referred to in this Employment Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.
- **B.** Tax Advice: You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimises your tax liabilities, and you will not make any claim against the Company, its Board of Directors or officers related to tax liabilities arising from your compensation.
- 12. No Assignment: This Employment Agreement and all your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.
- 13. Effect on Prior Agreements: This Employment Agreement and the Confidential Information and Inventions Assignment Agreement attached hereto as 'Schedule I' shall supersede (a) any prior confidential information and inventions assignment agreements and (b) any inconsistent language or provisions in any prior employment agreement, in each case, that you may have signed with the Company or its parent Company, Freshworks Inc. (for clarification purposes, to the extent there exist any inconsistencies between this Agreement and any prior employment agreements that you may have signed with the Company or its parent Company, Freshworks Inc., this Agreement shall control).

Employee Signature: Signed by:

CIN: U72200TN2010PTC078458 Phone: +91 44 66678080

www.freshworks.com

Freshworks Technologies Private Limited Module-1 & 2, 1st Floor, Block B, SP Infocity, 40 MGR Salai, Perungudi, Chennai- 600096



14. Interpretation, Amendment and Enforcement: This Employment Agreement together with the Confidential Information & Inventions Assignment Agreement constitutes the complete agreement between you and the Company, and, together with the policies and procedures of the Company, contains all of the terms of your employment with the Company and supersedes any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This Employment Agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorised officer of the Company. The terms of this Employment Agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this Employment Agreement or arising out of, related to, or in any way connected with, this Employment Agreement, your employment with the Company or any other relationship between you and the Company (the "Disputes") will be governed by Indian law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the courts located in Chennai, India in connection with any dispute or any claim related to any dispute.

#### **AUTHORIZATION**

For Freshworks Technologies Private Limited

-Signed by:

Rohit Sandal

Vice President - HR Business Partner

**Mukund Raj** 

**Account Manager** 

26-Nov-24 | 3:06 PM IST

**ACCEPTANCE** 

I hereby agree and accept

Employee Signature:

Mukuna kaj

CIN: U72200TN2010PTC078458



# Exhibit – A to Employment Agreement

Annexure 1 - Salary Structure				
Components	Annual CTC (INR)	Monthly CTC (INR)		
Basic Pay	230000	19167		
House Rent Allowance	115000	9583		
Statutory Bonus	7000	583		
Flexible Benefits Component (FBC)#	93400	7783		
Gross CTC	438400	36533		
PF Contribution by Employer	21600	1800		
Fixed Salary	460000	38333		
Sales Signing Incentive	115000	9583		
Cost to Company (CTC)*	575000	47917		
<u>Deductions</u>				
PF Contribution by Employee	21600	1800		
PF Contribution by Employer	21600	1800		
Professional Tax	2496	208		
Labour Welfare Fund	20	0		
Net Take Home before TDS	414284	34525		

FBC Breakup #	Maximum Eligibility	
Leave Travel Allowance	125000	
Internet Allowance	24000	
Telephone Allowance	24000	
Professional Development Allowance	50000	
Fitness Allowance	24000	
Special Allowance	Balance of FBC	
You can choose from the basket of FBC to save taxes		

Other Benefits		
Income Tax Exemption can be availed subject to submission of the proof		
Provident Fund contribution can be opted as minimum 1800 (12% of 15000 as basic) or 12% of basic; VPF can also be		
opted		
Night Shift Allowance will be Pro-rated based on Number of Work Nights		
Group Mediclaim (for self, spouse, children & parental cover) - 5 Lakhs with floating coverage - 10 Lakhs Sum Insured		
Term Life Insurance - 3 times CTC or 20 Lacs, whichever is more.		
Gratuity applicable as per law		

Note: US and ANZ shift allowances will be applicable as per eligibility criteria

Employee Signature: \_\_\_sig

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#### **SCHEDULE I**

#### CONFIDENTIAL INFORMATION & INVENTIONS ASSIGNMENT AGREEMENT

#### 1. Confidential information

Company Information: I agree at all times to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the President and the Board of Directors of the Company, any Company Confidential Information. I understand that my unauthorised use or disclosure of Company Confidential Information may lead to legal action by the Company. I acknowledge that my unauthorised use or disclosure of Company Confidential Information will cause irreparable damage to the Company for which compensation in money alone would not afford adequate relief and therefore, the Company will be entitled, to obtain injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available to it at law or in equity. I understand that "Company Confidential Information" means any; and all confidential knowledge or data of the Company, and includes any confidential knowledge or data that Company has received, or receives in the future, from third parties that Company has agreed to treat as confidential and to use for only certain limited purposes. By way of illustration but not limitation, Confidential Information includes (a) trade secrets, inventions, ideas, processes, formulas, software in source or object code, data, technology, know-how, designs and techniques, and any other work product of any nature, and all Intellectual Property Rights in all of the foregoing (collectively, "Inventions"), including all Company Inventions (as defined in Section 2.B.); (b) information regarding research, development, new products, business and operational plans, budgets, unpublished financial statements and projections, costs, margins, discounts, credit terms, pricing, quoting procedures, future plans and strategies, capital-raising plans, internal services, suppliers and supplier information; (c) information about customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, and other non-public information; (d) information about Company's business partners and their services, including names, representatives, proposals, bids, contracts, and the products and services they provide; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information that a competitor of Company could use to Company's competitive disadvantage. However, Company agrees that I am free to use information that I knew prior to my employment with Company or that is, at the time of use, generally known in the trade or industry through no breach of this Agreement by me. Company further agrees that this Agreement does not limit my right to discuss my employment or discuss or disclose information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful, or report possible violations of law or regulation with any central, state or local government agency, or to discuss the terms and conditions of my employment with others to the extent expressly permitted by law, or to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited

Employee Signature: Signed by:

Mukund Ray

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to "whistleblower" statutes or other similar provisions that protect such disclosure, to the extent any such rights are not permitted by applicable law to be the subject of nondisclosure obligations.

- **B.** Former Employer Information: During my employment by the Company, I agree that I will not improperly use, disclose confidential information or trade secrets, if any, of any third party, including any former employer or any other person to whom I have an obligation of confidentiality, or induce the Company to use any proprietary information or trade secrets of any former or concurrent employer or other person or entity. I further agree that I will not bring onto the premises of the Company or transfer onto the Company's technology systems any confidential document, proprietary information or trade secrets belonging to any third parties including any such former employer, person or entity unless consented to in writing by both Company and such employer, person or entity.
- C. Third-Party Information: I recognize that the Company may have received and, in the future, may receive from third parties their confidential and/or proprietary knowledge, data or information ("Third Party Information") subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information unless expressly authorized by an officer of Company in writing.
- D. Term of Nondisclosure Restrictions: I agree that I will only use or disclose Company Confidential Information and Third Party Information as provided in this Section 1 and I agree that the restrictions in this Section 1 are intended to continue indefinitely, even after my employment by Company ends. However, if a time limitation on my obligation not to use or disclose Company Confidential Information and Third Party Information is required under applicable law, and the Agreement or its restriction(s) cannot otherwise be enforced, Company and I agree that the two (2) year period after the date my employment ends will be the time limitation relevant to the contested restriction; provided, however, that my obligation not to disclose or use trade secrets that are protected without time limitation under applicable law shall continue indefinitely.

#### 2. Inventions

A. <u>Definitions:</u> The term (a) "*Intellectual Property Rights*" means all past, present and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: trade secrets, Copyrights, trademark and trade name rights, mask work rights, patents and industrial property, and all proprietary rights in technology or works of authorship (including, in each case, any application for any such rights, all rights to priority, and any rights to apply for any such rights, as well as all rights to pursue remedies for infringement or violation of any such rights); (b) "*Copyright*" means the exclusive legal right to reproduce, perform, display, distribute and make Employee Signature: — Signed by:

Mukund Ray

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derivative works of a work of authorship (for example, a literary, musical, or artistic work) recognized by the laws of any jurisdiction in the world; and (c) "Company Inventions" means any and all Inventions (and all Intellectual Property Rights related to Inventions) that are made, conceived, developed, prepared, produced, authored, edited, amended, reduced to practice, or learned or set out in any tangible medium of expression or otherwise created, in whole or in part, by me, either alone or with others, during my employment by Company, and all printed, physical, and electronic copies, and other tangible embodiments of Inventions.

- R. Inventions Retained and Licensed: I have attached hereto as Annexure 1 to this agreement (the "Agreement"), a list describing all inventions, discoveries, original works of authorship, developments, designs, improvements, and trade secrets, (i) which were conceived in whole or in part by me and in which I have any right, title or interest and were made or acquired by me prior to my date of first employment by the Company, and (ii) which may relate to the Company's proposed business, products, or research and development, and (iii) are not to be assigned to the Company ("Prior Inventions"); or, if no such list is attached, I represent and warrant that there are no such Inventions exists that would be classified as Prior Inventions as of the date of this Agreement. Furthermore, I represent and warrant that the inclusion of any Prior Inventions from Annexure 1 of this Agreement will not materially affect my ability to perform all obligations under this Agreement. If I incorporate into or use in connection with any design, product, process, service, technology or other work by or on behalf of Company any Prior Invention, (i) I will immediately notify Company in writing, and (ii) unless Company and I agree otherwise in writing, I hereby grant to the Company a nonexclusive, perpetual, transferable, fully-paid, royalty-free, irrevocable, worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium (whether now known or later developed), make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in such Prior Invention as part of or in connection with such product, process, service, technology or other work and to practice any method related thereto. To the extent that any third parties have any rights in or to any Prior Inventions, I represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above.
- C. <u>Assignment of Inventions</u>: I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, (generally and without any limitation, for the whole term thereof throughout the whole world) all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to the Company's business, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, or with the use of Company's equipment, supplies, facilities, or Company Confidential Information (collectively referred to as "Inventions").

Employee Signature: Signed by:

Mukund Ray —28E04F09C35B437...

CIN: U72200TN2010PTC078458 Phone: +91 44 66678080 www.freshworks.com



I further acknowledge that the Company is the first owner of copyright in all "works" (as defined in the Indian Copyright Act, 1957 as amended from time to time) made by me (solely or jointly with others) in the course of my employment with the Company. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions. In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of my employment, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of my employment.

- **D.** Obligation to Keep Company Informed: During my employment by Company, I will promptly and fully disclose to Company in writing all Inventions that I author, conceive, or reduce to practice, either alone or jointly with others.
- **E.** <u>Maintenance of Records</u>: I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others). The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to and remain the sole property of the Company always.
- F. Patent and Copyright Registrations: I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions and any rights relating thereto, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering such Inventions, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by me.

Employee Signature: \_\_\_\_\_ Signed by

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- Moral Rights: To the extent allowed by applicable law, the terms of this Section 2 include all rights of paternity, integrity, disclosure, withdrawal and any other rights that may be known as or referred to as moral rights, artist's rights, droit moral or the like (collectively, "Moral Rights"). To the extent, I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratification, consent or agreement from time to time as requested by the Company. Furthermore, I agree that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world and without any further compensation, the Company may and is hereby authorized to use my name, likeness and voice in connection with promotion of its business, products and services and to allow others to do so.
- H. Incorporation of Software Code: I agree not to incorporate into any Inventions, including any Company software, or otherwise deliver to Company, any software code licensed under the GNU General Public License, Lesser General Public License, or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company, except in strict compliance with Company's policies regarding the use of such software or as directed by Company.

# 3. Conflicting Obligations

- A. <u>Current Obligations</u>: In accordance with my obligations as set forth in Section 9 (Non-Compete and Non-Solicitation) of the Employment Agreement, during my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship or commitment with a Competing Business (as defined in the Employment Agreement), nor will I engage in any other activities that conflict with my obligations to the Company.
- **B.** Prior Relationships: Without limiting Section 3.A, I represent that I have no other agreements, relationships or commitments to any other person or entity that conflict with my obligations to the Company under this Agreement or my ability to perform the services for the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices and documents), I have returned all property and confidential information belonging to all prior employers. Moreover, in the event that the Company or any of its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor or successor corporations, or assigns issued based on any obligation or agreement to which I am a party or am bound, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by the Company (the

Employee Signature: \_\_\_\_\_signed by:

N2010PTC078458

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indemnitee) in the event that it is the subject of any legal action resulting from any breach of my obligations under this Agreement, as well as any reasonable attorneys' fees and costs.

- 4. Returning Company Documents: Upon demand by the Company, I will immediately deliver to the Company, and will not keep in my possession, recreate or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Third Party Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by me pursuant to my relationship with the Company, obtained by me, or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to Section 2.E.
- 5. No Solicitation of Employees, Consultants or Contractors. To the extent permitted by applicable law, I agree that during my employment and for the one (1) year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others (except on behalf of Company) solicit, induce, encourage any person known to me to be an employee, consultant, or independent contractor of Company to terminate his, her or its relationship with Company.
- 6. **Legal and Equitable Remedies.** I agree that (a) it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms, (b) any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and (c) Company will have the right to enforce this Agreement by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement. If Company enforces this Agreement through a court order, I agree that the restrictions under Section 5 will remain in effect for a period of twelve (12) months from the effective date of the order enforcing the Agreement.
- 7. **Notification:** If I leave the Company, I hereby grant consent to notification by the Company about my obligations under this Agreement.
- 8. **Non-Disparagement:** I agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, services, products, or conduct of the Company, its employees, directors, officers, shareholders, clients, associates or agents.

Employee Signature: \_\_\_signe

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- 9. **Representations:** I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to this Agreement. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.
- 10. **Notices:** Any notices required or permitted under this Agreement will be given to Company at its headquarters location at the time notice is given, labeled "Attention Chief Legal Officer," and to me at my address as listed on Company payroll, or at such other address as Company or I may designate by written notice to the other. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.
- 11. **Publication of This Agreement to Subsequent Employer or Business Associates of Employee:** If I am offered employment, or the opportunity to enter into any business venture as owner, partner, consultant or other capacity, while the restrictions in Section 5 of this Agreement are in effect, I agree to inform my potential employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with, of my obligations under this Agreement and to provide such person or persons with a copy of this Agreement. I agree to inform Company of all employment and business ventures which I enter into while the restrictions described in Section 5 of this Agreement are in effect and I authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business I have an opportunity to be associated with and to make such persons aware of my obligations under this Agreement.
- 12. **Reasonableness of Restrictions**. I have read this entire Agreement and understand it. I agree that (a) this Agreement does not prevent me from earning a living or pursuing my career, and (b) the restrictions contained in this Agreement are reasonable, proper, and necessitated by Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely, with knowledge of its contents and the intent to be bound by its terms. If a court finds this Agreement, or any of its restrictions, are ambiguous, unenforceable, or invalid, Company and I agree that the court will read the Agreement as a whole and interpret such restriction(s) to be enforceable and valid to the maximum extent allowed by law. If the court declines to enforce this Agreement in the manner provided in this Section and/or Section 12.C., Company and I agree that this Agreement will be automatically modified to provide Company with the maximum protection of its business interests allowed by law, and I agree to be bound by this Agreement as modified.

# 13. General Provisions:

1. <u>Governing Law:</u> This Agreement will be governed by the laws of India without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than India.

Employee Signature: Signed by:

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- 2. Entire Agreement: The obligations in Sections 1 and 2 of this Agreement will apply to any time during which I was previously engaged, or am in the future engaged, by Company as a consultant, employee or other service provider if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, together with the Annexure 1 herein and the Employment Agreement of even date executed by the Company and myself, sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions or representations between us including, but not limited to, whether written or oral, *provided*, *however*, if, prior to execution of this Agreement, Company and I were parties to any agreement regarding the subject matter hereof, that agreement will be superseded by this Agreement prospectively only, except that any restrictive covenant provisions of such agreement shall not be superseded and shall remain in effect and enforceable without limiting or affecting the provisions of this Agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the President of the Company and me.
- 3. Severability: If one or more of the provisions, subsections or sentences contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such provisions shall be substituted with a new provision that most nearly fulfils or promotes the purpose of the provision and is consistent with such law, the remaining provisions will continue in full force and effect. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.
- 4. <u>Successors and Assigns:</u> This Agreement will be binding upon my heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of the Company, its successors, assigns, parent corporation, subsidiaries, affiliates, and purchasers. There are no intended third-party beneficiaries to this Agreement except as expressly stated. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. For avoidance of doubt, Company's successors and assigns are authorized to enforce Company's rights under this Agreement.
- 5. <u>Waiver:</u> Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any preceding or subsequent breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

Employee Signature: \_\_\_signed

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- **6.** Export: I agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, in violation of the United States export laws or regulations.
- 7. Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITYRIGHT TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.
- **8.** <u>Survivorship:</u> Unless otherwise specifically provided for in this Agreement, the rights and obligations of the parties to this Agreement will survive the end of my relationship with the Company.
- **9.** <u>Assignment:</u> This Agreement and all my rights and obligations hereunder are personal to me and may not be transferred or assigned by me at any time. The Company may freely assign its rights under this Agreement without my prior written consent.

**ACCEPTANCE** 

I hereby agree and accept

—Signed by:

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**Mukund Raj** 

**Account Manager** 

26-Nov-24 | 3:06 PM IST

Employee Signature:

A. A. A.

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### Annexure 1

# LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

1.	Except as listed in Section 2 below, the following is a complete list of all Prior Inventions:			
	No Prior Inventions.			
	See below:			
Title	Date	Identifying Number or Bri	ief Description	
	Additional sheets attached.			
	•	elow, the intellectual property rights	sure under Section 1 above with respect and duty of confidentiality with respec	
	<b>Excluded Invention</b>	Party(ies)	Relationship	
1 2				
3	,			
	Additional sheets attache	ed.		

Employee Signature: \_\_\_signed by

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**CIN**: U72200TN2010PTC078458 **Phone**: +91 44 66678080



## **SCHEDULE II**

#### **DATA PROTECTION**

Use of your personal information for employment-related purposes

- A. In connection with your employment with Freshworks, Freshworks must process certain personal information about you and your dependents. The personal information that Freshworks will process, the purposes why Freshworks processes that personal information, and the rights you can exercise over Freshworks' use of your personal information, are explained in Freshworks' Staff Privacy Notice.
- **B.** Freshworks may process certain information about you that is "sensitive" or "special categories" of personal information under applicable data protection laws. For example, Freshworks may process physical or mental health information about you for the purpose of providing disability access and arranging employee medical benefits, or conducting background verification check to the extent it is allowed by local laws and as further described in the Freshworks' Background Verification Policy. If allowed by local laws, we may also collect racial and ethnic origin data for the purpose of equal opportunities monitoring as further described in the Freshworks' Equal employment opportunity policy.
- C. Where Freshworks' processing of your personal information is based upon your consent (as described in Freshworks' Staff Privacy Notice) or your consent is otherwise required by applicable law, you consent to the processing of your personal information (including sensitive or special categories of personal information) as described in this Schedule and/or in the Freshworks' Staff Privacy Notice.
- D. Your personal information may be processed by third parties for the reasons explained in the Freshworks' Staff Privacy Notice, including by Freshworks' group companies, customers, and third-party service providers, who may be based in countries other than your country of residence. Where this is the case, Freshworks will take such measures as are appropriate with any recipients of your personal information so that your personal information remains protected in accordance with this Schedule and applicable data protection laws.
- E. As an employee of Freshworks, you must read and comply with Freshworks' data protection policies (including our Controller policy and Processor policy) and Information Security policy when handling personal data in the course of employment including personal data relating to any Freshworks employee, contractor, customer, client, supplier or other third parties. You must also comply with our Acceptable Usage Policy. Specifically, you must only process personal information relating to Freshworks employee, contractor, customer, client, supplier or other third parties as necessary for the performance of your role and must protect the confidentiality of that personal information at all times. In particular, Employee Signature: Signed by:

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you must protect and keep confidential any such personal information in accordance with our Policy on Privacy and Confidentiality and with any additional confidentiality obligation this Agreement may contain. For these purposes, such personal information will be deemed Freshworks' "Confidential Information".

**F.** Failure to comply with Freshworks' data protection and information security policies, or to keep confidential any personal information to which you have access by virtue of your role with Freshworks, may result in Freshworks taking disciplinary measures against you up to and including termination.

ACCEPTANCE

I hereby agree and accept

Signed by:

\_\_\_\_26E04F09C35B43

**Mukund Raj** 

**Account Manager** 

26-Nov-24 | 3:06 PM IST

Employee Signature:

CIN: U72200TN2010PTC078458