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www.brillio.com (<https://www.brillio.com>)

May 27, 2021

Dear Divij Tyagi,

We pride ourselves on hiring the best! It is a pleasure to invite you to join our highly talented team. I am delighted to extend an offer of employment with Brillio as a Engineer in Level 8 at Pune office starting on July 26, 2021. In this position, you will report to Sharath Kumar S.

1. COMPENSATION

- Cost To Company (CTC) INR. 650,000/- per annum.
- You will be entitled to benefits in accordance with the company policy. Your salary will be reviewed periodically based on your performance and as per company policy.

Kindly acknowledge your acceptance of this offer through the online option 'Accept Offer letter' and also send us an email to confirm your date of joining. If we do not get any acceptance within 7 days, this offer would lapse at the discretion of Brillio.

We appreciate your attention to the following items, so that we can anticipate and plan for your arrival:

- Request you to complete the Background Verification.
- Complete other applicable onboarding tasks that populate in onboarding portal To Do list **before** your start date.

The entire Brillio Team looks forward to welcoming you and offers our congratulations!

Please note that the employment terms contained in this letter are subject to the company policy which may be modified from time to time.

2. APPOINTMENT

a. Probation

You will be on probation for the first three (3) months from the date of joining. Upon completion of this Period, based on satisfactory performance, your employment with the Company shall be confirmed.

b. Background Checks

The offer is subject to clearance of background checks as per Company policy. In the event the results of such checks are unsatisfactory on any account, the Company may, in its sole discretion, may withdraw this offer/ terminate employment at any time. Upon your

acceptance of this offer, you shall receive Background verification portal login credentials on your personal email ID indicated in your job application. Do ensure that the pre-hire background verification is completed before your joining, failing which your date of joining can be postponed at the discretion of Brillio.

c. Work Conditions

The Company reserves its right to transfer you to any of its departments or functions or offices or its subsidiaries or associated or affiliated companies in India, or outside India.

We provide support to our global customers from various locations to suit customer's differing time needs including on 24x7 basis. You will be liable to be transferred to in such capacity as the Company may from time to time determine to any other such location, department, establishment, or office of the Company. You may be required to work from any of Company's offices or Company's client locations and in any of the shifts, including night shift, as may be decided by the Company keeping in mind business needs and deliverables to customers.

3. TERMINATION AND NOTICE PERIOD

a. This appointment contract can be terminated by either party by giving three (3) months prior written notice. The period of notice shall commence from the date of submission of the resignation letter. In some cases, the Company may at its discretion reduce the notice period, subject to statutory norms, and depending on current role the employee is performing, and time taken to transition duties.

In the event that the Company terminates this contract, it may, at its discretion, reduce the period of notice it is required to give you and in lieu thereof compensate you by paying a sum equivalent to your Basic Salary + HRA for the balance notice period. Should Brillio terminate your employment with cause (willful misconduct, non-performance, corrective action, insubordination, illegal action, criminal history, falsification of data etc.), Brillio will not provide you any notice period or pay thereof.

During the notice period, you shall be required to carry on with your duties in a professional and diligent manner and assist in the transitioning of your role/functions to a person nominated by the Company.

In the event you fail to do so, you shall be liable to compensate the Company for any losses suffered in this regard. Further, the Company shall have the right to set off such losses against amounts due to you, if any.

b. The retirement age is 60 years.

4. KEY BENEFITS

You will be entitled to the following benefits:

a. You are eligible to get the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme.

b. The Company recognizes the fact that it needs to reimburse certain out-of-pocket expenses incurred by you on official work. However, with a view to control such expenditure, the company has imposed limits towards reimbursement under various heads of expenditure and you shall accordingly be entitled to reimbursements as per the applicable Company policy. The Company shall have the right to review and revise the limits as and when it deems to be necessary.

c. You are entitled for Flexible reimbursement components which offer you the flexibility to design part of your compensation. The option to make changes is available twice in a financial year.

5. RESPONSIBILITIES

a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. In this connection, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of Brillio, whether directly or indirectly.

b. We at Brillio are committed to ensure 'Integrity' in all aspects of its functioning. You are expected to comply with the policies of the Company including Code of Business Conduct and other policies of the Company as they form an integral part of the terms of employment with Brillio.

c. Any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or terms of your employment, shall immediately be brought to the notice of your Business Unit Head.

6. CONFLICT OF INTEREST

You shall not undertake any activities which shall conflict with the terms of your appointment and / or with the interests of the Company. In the event that you desire to take any activities or assignments for any third parties, you would require the prior written approval of your Manager and the Head of the Human Resources Department. Further, should you leave the Company; you shall not work for any of Brillio's client or competitor as agreed by you in the enclosed Employee Non-Disclosure & Confidentiality Agreement.

7. RULES AND REGULATIONS

You shall abide by the rules and regulations of the Company which are in force and or may be framed from time to time.

8. SAFETY OF COMPANY ASSETS AND LIFE

You shall be responsible for the safe-keeping of all the Company's property and observance of all safety protocols failing which the Company reserves its right to take appropriate disciplinary action against you. The disciplinary action may include fine or termination from the services of the organization depending on the nature and extent of the damage caused to the Company's property.

9. PERSONAL INFORMATION

Personal information collected may be used for providing experiences/ benefits/ services such as (but not limited to) insurance enrollment, payroll process, verification checks, feedback/surveys/ contests, and/or order forms. Some of our forms request users to provide personal information that is required for us to process the user's request. Occasionally, other information is also requested from the user to determine the demographics of Brillio's audience. For example, we might ask for Name, Company Name, Address, and E-mail Address. At no time, however, will Brillio sell, trade, and rent or distribute personal information to any non-related entity outside organization.

10. NON-DISCLOSURE AGREEMENT

By accepting this offer you agree to the EMPLOYEE NON-DISCLOSURE, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT ("NDA") as below. The agreement to this NDA is mandatory and a pre-requisite, as per Company policy, for your appointment to take effect.

EMPLOYEE NON-DISCLOSURE, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT

Covenants on Confidential Information and Property

a. "Confidential Information" shall mean any nonpublic information that Brillio specifically regards as, or marks or designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential and includes Works made for Hire. Confidential Information further includes, but is not limited to, documentation, corporate information, financials, client lists, business practices, sales practices, human resource practices, systems, schematics, architectures or drawings, descriptive materials, specifications, software (source code or object code), client information, information received from other entities that you are obligated to treat as confidential and other materials and information that are by nature deemed to be confidential.

b. **Prohibition on Disclosure and Use:** During your performance of services for the Company, and after your services terminate, you shall not, directly or indirectly, (i) disclose or disseminate to anyone the Confidential Information, except to those Personnel of the Company whom the Company has specifically identified to Employee in writing as having a clear need to know it, or except as otherwise specifically authorized in advance in writing by a vice-president or higher level officer of the Company; or (ii) use the Confidential Information for your purposes or any other person or entity, except solely for the Company during your performance of services for the Company, and then only in the Company's sole interest and on its sole behalf. Notwithstanding the previous sentence, you may disclose Confidential Information in accordance with a lawful governmental order directed to you to do so in regard to specified Confidential Information, but only after immediately notifying the Company upon your initial receipt of any government request or of information about a potential order to be issued by the government so as to give the Company adequate opportunity to object to its disclosure.

c. **Copies:** Except as required to perform your services for the Company, you shall neither copy documents or data in any form, including, but not limited to, diskettes and electronic media, nor create documents or files, containing Confidential Information

d. **Fiduciary Nature of Information Held by Employee:** You agree to hold Confidential Information in a special capacity based on trust and confidence ("fiduciary" capacity) for the benefit of the Company, and to disclose fully to the Company immediately upon origination or acquisition thereof, any revisions or additions to the Company's Confidential Information.

e. **Return of Confidential Information and Company Property:** After your services for the Company terminate or on the request of the Company, Employee shall promptly return to the Company all documents, records, notebooks, and other tangible embodiments of Confidential Information and other materials constituting Confidential Information or other property of the Company (regardless of the media in which such Confidential Information or Company property is stored), including copies thereof, then in your possession or under your control, whether prepared by you or by others. Any such Confidential Information that cannot be returned at such time shall be destroyed, which in the case of your personal systems or devices, including backup and restorative devices, that are not Company property being returned to the Company, means the deletion and destruction from such systems and devices. If at any time after your services for the Company terminate any additional Confidential Information or other Company property is discovered in your possession or control, you shall immediately return to the Company all such Confidential Information or other Company property, including all copies and portions thereof.

Covenants on Non-Competition and Relations with Clients and Personnel

a. **Separate Covenants:** In consideration for the Company's agreement to permit you to perform services for it under the terms of this Agreement, you acknowledges and agrees that in order to assure that you devote adequate time and attention to the Company while performing such services, and that during and after your services for the Company terminate, in order to adequately protect the Company's investment in its Confidential Information, and its relations and goodwill with its Active Clients and Prospective Clients and with its Active Personnel and Prospective Personnel, and to protect the Company from unfair competition in connection with the special, unique and/or extraordinary services you provide, it is necessary and desirable that there be separate covenants for exclusive services and not to compete, not to solicit or service certain Clients, and not to recruit or hire certain Personnel for limited duration and scope. you understand and agrees that the restrictions imposed in these covenants represent a fair balance of the Company's rights to protect its Business and Employee's right to pursue employment and/or self-employment.

b. **Exclusive Services and Non-Competition during Term of Services:** You shall at all times during the term of his employment devote his entire working time, attention, energies, efforts and skills to the business of the Company, and shall not, directly or indirectly, engage in any other business activity, whether or not for profit, gain or other pecuniary advantages, without the express written permission of the Company. During the term of employment and for a period of two (2) years after the termination of the services for the Company, you shall not, directly or indirectly, engage in any other business activity, whether or not for profit, gain or other pecuniary advantages, without the express written permission of the Company and shall not, without prior written permission of the Company, directly or indirectly, either as an officer, director, employee, agent, adviser, consultant, principal, stockholder, partner, owner or in any other capacity, on his own behalf or otherwise, in any way engage in, represent, be connected with or have a financial interest in, any business which is, or to the best of his knowledge, is about to become, engaged in the same or substantially similar business lines as the Company or any of its affiliates or which otherwise competes with or is about to compete with the Company or any of its affiliates.

c. **Relationships with Clients and Personnel:** During the period that you performs services for the Company as an employee and for a period of two (2) years after your services for the Company terminate, Employee will not, either for Employee or on behalf of any other person or any entity, do any of the following:

i You shall not, directly or indirectly, for yourself or for any other person or entity (except for the Company/related entities), as an owner, principal, co-venturer, stockholder, partner, director, officer, member, trustee, creditor, guarantor, independent contractor, consultant, representative, agent or employee or otherwise, (aa) recruit, solicit, encourage, hire, or retain, any Active Personnel, or Prospective Personnel, to leave his/her employment or consultancy at the Company/ related entities or to join Employee or any other person or entity as an owner, principal, co-venturer, stockholder, partner, director, officer, member, trustee, creditor, guarantor, independent contractor, consultant, representative, agent or employee, or (bb) attempt to do or assist in doing any of the foregoing in (aa), except that as to Active Personnel this restriction in (i) shall apply only to such Active Personnel who were providing services to the Company/ its related entities or to any Active Customer through the Company/ related entities at any time within the six (6) month period prior to such recruitment, solicitation, encouragement, hiring, retention, or attempt or assistance to do so on your part.

ii You further agree that within or for your Restricted Territory, you shall not, directly or indirectly, for yourself for any other person or entity (except for the Company/related entities), as an owner, principal, co-venturer, stockholder, partner, director, officer, member, trustee, creditor, guarantor, independent contractor, consultant, representative, agent or employee or otherwise, (aa) solicit, sell to, market to, assume account management or maintenance responsibility for, recruit for, or otherwise provide services to, any Active Customer or Prospective Customer of the Company, for the purpose of providing any

services similar to or in competition with the Business engaged in by the Company/related entities, or (bb) attempt to do or assist in doing any of the foregoing in (aa), or (cc) influence or attempt to influence any Active Customer or Prospective Customer of the Company to alter, decrease or terminate its business relationship with the Company/related entities or divert business from the Company/related entities, or (dd) influence or attempt to influence any Personnel working for the Company/related entities to cease or decrease performing services through the Company/related entities for any Active Customer or Prospective Customer of the Company.

iii You agree that you will not directly or indirectly, for yourself or for any other person or entity, engage in any conduct that, under the laws of the countries where the Company/related entities have a business presence and in which or for which you were providing services for the Company/related entities, would constitute and unfair trade practice, an unfair business practice, unfair competition, or tortuous conduct against the Company. The conduct prohibited by the previous sentence shall include, but not be limited to, business defamation and raiding or pirating of Personnel of the Company/related entities.

Intellectual Property Rights

You covenants and agree that the Company shall own the exclusive rights to all work product which Employee may conceive, create, design, discover, develop, or improve, either solely or jointly with any other person or persons, in the course of you performing services for the Company (the "Work Product"). The Work Product shall include, but not be limited to, all materials, visual works, ideas, programs, processes, articles, products, goods, and devices which are protectable by copyright, trade secret, trademark and/or patent law ("Intellectual Property") and were conceived, created, designed, discovered, developed, and/or improved by Employee. Employee hereby assigns to the Company all right, title and interest in and to such Work Product, including but not limited to, all Intellectual Property rights, copyrights, and moral rights and agree to take such actions and execute such documentation as may be required to evidence the Company's ownership of such rights in the Work Product and to permit the Company to register its Intellectual Property rights in such Work Product. All services provided by Employee shall be deemed "Works made for Hire" and any and all such rights in such Works made for Hire shall vest exclusively with the Company. For purposes of this Agreement, Work Product shall be deemed to have been created in the course of Employee's performance of services for the Company if the Work Product relates in any way to the Business of the Company and regardless of whether or not such Work Product was created at the Company's facilities and utilizing the Company's resources.

11. JURISDICTION

The terms hereof shall be subject to the laws of India and the courts in Bangalore shall have exclusive jurisdiction.

12. EMPLOYEE HAND BOOK

You shall undertake to read and understand the contents of Employee Hand Book and agree to abide by the guidelines mentioned there in.

Annexure 1

TOTAL REMUNERATION WORKSHEET

Your Compensation & Benefits Package (all figures in INR)

<u>Salary components:</u>	<u>Annual</u>
Basic:	260,000
House Rent Allowance:	104,000
Flexible Components:	251,894
<i>Retirals:</i>	

Company's Contribution to PF:	21,600
Company's Contribution to Gratuity:	12,506
Gross Salary + Retirals:	650,000
Performance Linked Variable Bonus Pay:	0
Cost To Company (CTC):	650,000

Annexure 1A

Key Information on your benefits:

Health Insurance Scheme

Brillio brings the benefit of health insurance cover to you, your spouse and dependent children under the company's Health Insurance Scheme.

Health insurance covers hospitalization due to illness, disease or injury and provides Income Protection for prolonged illness. You are expected to declare your dependents within 30 days of joining.

Additionally, Brillio provides a platform for you to gift an insurance plan for your parents and parents-in-law.

There is also an option available for you to enhance your own, spouse and dependent children insurance amount by opting for a top-up cover.

Life Insurance Scheme:

You will be covered under Life Insurance policy, the coverage being up to 3 times of your total Gross Salary per annum.

In addition, you will also be covered under the EDLI (Employee Deposit Linked Insurance) benefit of INR 6,01,000/-.

Personal Accident Insurance Scheme:

You will also be covered under the Personal Accident Insurance policy for a sum equivalent to 1 time of your CTC with 7 lacs as a minimum cover.

Leave Benefits:

Brillio provides a flexible paid time-off plan annually which includes earned leave of 18 days, Personal/sick leave of 12 days, marriage leave of 3 days, maternity leave of 26 weeks, paternity leave of 5 days and bereavement leave of 2 days.

Retirals:

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and Brillio will contribute INR 1,800 per month towards Provident Fund, as per the provisions of the said Act. An equal amount will be contributed to the Fund by the employee, which will be deducted from the Monthly Gross salary of the employee.

You will be entitled to gratuity as per the provisions of the Gratuity Act 1972. Gratuity is payable at the time of separation provided you complete 5 years of continuous service.

Flexible Components:

Brillio offers you the flexibility to design part of your compensation as per your lifestyle requirement which can be declared upon joining. These optional components may have an income tax exception as per the IT Act applicable. In case the flexible components are not declared, the reminder amount would be automatically added to special allowance and taxed as per the applicable Income Tax regulations. The flexible components available are listed below for your quick reference.

Meal Card: You will be entitled for reimbursement of your food expenses up to a maximum limit of INR 2,200/- per month.

Leave Travel Allowance: You will be entitled to Leave Travel Allowance of 8.33% of your basic, which you can avail as per income tax regulations.

Telephone Reimbursement: You can opt for reimbursement of Telephone expenses up to a maximum of INR 2,000/- per month subject to provision of appropriate bills.

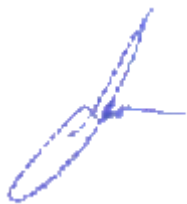
Books & Periodical Reimbursement: You can opt for reimbursement of technical/functional books and periodicals upto INR 6000 per annum subject to submission of appropriate bills/ invoices

National Pension Scheme: Brillio offers an optional National Pension Scheme where in you can earmark 10% of Basic towards your retirement fund. You can opt for this under flexible component upon joining with a pre requisite of a PRAN number which can be created at eNPS website.

Increments and Promotions: Your performance and contribution to the company will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on Brillio's Compensation and Promotion Policy.

Yours faithfully,

Brillio Technologies Pvt. Ltd.



Jayanth Selvappullai
Vice President

I, Divij Tyagi, accept the above offer made by Brillio and agree to the terms and conditions of this offer and allied agreements.

- ☒ Click Here if you ACCEPT
☐ Click Here if you DO NOT ACCEPT

Full Legal Name

Divij Tyagi

Signature

Divij Tyagi (Electronically Signed)

Date

05/28/2021

 Cancel

 Print Standard PDF