

14th June 2022

Mr Kailas Hiwrale
Wakad, Pune, Maharashtra- 411057
Kailashiwrale7@gmail.com

Dear Kailas,

Letter of Appointment

We, TuTeck Technologies Private Limited bearing Corporate Identification Number (CIN) U80903WB2021PTC243211 (the "**Company**"), are pleased to offer you employment with the Company upon the following terms and conditions (the "**Agreement**"). This Agreement as **Machine Learning Engineer** together with our offer letter dated **14th June 2022** (the "**Offer Letter**") constitutes the terms of your employment. In the event of any conflict with the Offer Letter this Agreement shall prevail.

1. Appointment

- 1.1 This Agreement will commence with effect from **20th June 2022** and shall continue to be in effect unless otherwise terminated in accordance with the terms and conditions herein.
- 1.2 The Company shall have the right, at its sole discretion, to assign you to other tasks, to change the location of the place of work and to modify your reporting and organizational structure as may be reasonably necessary to respond to changing business needs. You will perform all acts, duties and obligations, and will comply with such orders as may be assigned by the Company which are reasonably consistent with your position. The Company may, from time to time, require you to perform duties normally undertaken by other employees or contractors, including different or additional duties, but not duties which you cannot reasonably perform.
- 1.3 The Company may require you (as part of your duties) to perform duties or services not only for Company but also for any Group Company where such duties or services are of a similar status to or consistent with your position with the Company. The Company may at its sole discretion assign your employment to any Group Company on the same terms and conditions as set out, or referred to, in this Agreement.
- 1.4 "Group Companies" in this Agreement means the Company, its subsidiaries or subsidiary undertakings, any holding company or parent undertaking and any subsidiary or subsidiary undertaking of any holding company or parent undertaking and "Group Company" means any of them.

2. Status of Employment

You will be required to serve a probationary period of six (6) months, during which your employment with the Company may be terminated by either party giving to the other four (4) weeks' written notice or paying base salary in lieu thereof, subject to the relevant provisions of Clause 10.2. The probationary period may be reduced or extended at the discretion of the Company.

3. Salary

3.1 You will be paid an "Annual Total Cash Compensation" of **INR 600,000** per annum, payable monthly in arrears (or such other amounts as may from time to time be agreed in writing) by crediting your bank account on the last working day of each month or on such other date within such month as may otherwise be notified by the Company. The detailed breakup of the Annual Total Cash Compensation is given in our offer letter dated **14th June 2022** (the "**Offer Letter**"). Your Annual base Salary shall be subject to an annual review in accordance with Company policy, at the sole discretion of the Company. There shall be no entitlement to payment in respect of overtime.

3.2 The Company shall have the right to deduct from your remuneration any inadvertent overpayment of salary or other relevant payments under this Agreement. You will be responsible and liable for payment of all income and related taxes on your salary, fees and any other payment received by you under this agreement and/or during your employment with the Company.

4. Hours of Work

Your working hours shall be such hours as the Company may from time to time deem appropriate and as may be necessary to achieve the purposes of the Company and shall include the hours from 9.00 a.m. to 6.00 p.m. (subject to a lunch break of one hour), Monday to Friday in each week. The Company's basic work hours are forty-five (45) hours per week. Working shifts and days may change to meet purposes of the Company.

5. Annual Leave

5.1 The Company provides only one type of leave, i.e. earned leave. You shall be eligible for **15 working days** of leave annually (in addition to the gazetted public holidays or holidays declared by the Company) during probation term. This shall be credited on a quarterly basis as per the table below:

| Year / Quarter | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total |
|----------------|-----------|-----------|-----------|-----------|-------|
| Number of Days | 4 | 4 | 4 | 3 | 15 |

Please note that in above table quarter 1 denotes the quarter you have joined and should not be read by fiscal year quarter definition.

Illustration:

If an employee joins the Company in quarter two of the fiscal year 2021-22, the quarter two of the fiscal year 2021-22 will be considered as the first quarter for the purpose of leave credit. Please note that leave days shall be credited on a pro-rated basis in the first quarter of your employment.

Post confirmation, you shall be eligible for **20 working days** of leave annually. The same shall be credited from the quarter following your confirmation, in the below pattern:

| Year / Quarter | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total |
|----------------|-----------|-----------|-----------|-----------|-------|
| Number of Days | 5 | 5 | 5 | 5 | 20 |

Further details will be provided to you at the time of joining.

- 5.2 You must obtain the Company's prior written approval and submit the required forms for any holiday prior to booking such holiday dates. All time off must be approved in advance by your manager. The maximum amount of holiday that may be taken at any one time is two (2) weeks. In the event of a long-term sickness absence during which you are absent from work for a complete holiday year, you will be deemed to have taken your annual leave on the first fifteen (15) working days of that year.

6. Sick and Casual Leave

- 6.1 In the event of absence for the reason of illness or accident, you shall immediately notify the Company by telephone and a medical certificate from a registered medical practitioner or from a government hospital or clinic or medical specialists to whom you are referred by a registered medical practitioner, certifying your physical condition shall be delivered to the Company. You must also keep the Company informed about your anticipated date of return to work.

- 6.2 You shall be entitled for a maximum of twelve (12) days paid sick leave during the first twelve months of continuous service and during every subsequent twelve months of service in addition to the eligible annual paid leave. You will however have to comply by producing a medical certificate as mentioned in 6.1 above for availing of the sick leave.

- 6.3 Your employment with the Company is contingent on your ability to perform the essential functions of your job.

7. Maternity Leave

- 7.1 FOR FEMALE EMPLOYEES MATERNITY LEAVE: Subject to compliance with the prevailing statutory requirements under the Maternity Benefit Act, 1961 and Maternity Benefit (Amendment) Bill passed in 2017, a female employee may be eligible to up to 26 weeks paid maternity leave. Such maternity leave shall be taken in such a manner to be agreed between the female employee and the Company.

8. Staff Review

Company may provide inputs on your performance from time to time.

9. Retirement

The normal retirement age of an employee in the Company is 60 years. Your employment will terminate automatically at the end of the month in which your 60th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit by the Company doctor.

10. Conduct and Discipline

- 10.1 You shall perform such duties as may from time to time be assigned to you and shall comply with all reasonable directions of the Company.

- 10.2 During your employment, you shall well and faithfully serve the Company and use your utmost endeavors to promote its interests and devote the whole of your time, attention and abilities to its affairs during the hours in which you are required to perform your duties.
- 10.3 You shall not, during the continuation of your employment, engage in any other business, vocation, trade, office, employment or activity (whether paid or unpaid), in the absence of prior written approval from the Company (which may be withheld by the Company at its sole discretion). You shall disclose fully to the Company any and all facts and circumstances in respect of which there is or might be, or which may appear to be, a conflict of interest between the Company or any related corporation and you or persons related to you.
- 10.4 You shall not enter into any pecuniary obligation which would render you financially embarrassed.
- 10.5 The Company assures a smoke free environment and the entire office premises including conference rooms, lobbies and canteen is declared as “No Smoking Zone”. The Company will provide a separate area for smokers with specific notification and the smokers will not be allowed to smoke in any other places in the office premises except the notified area.
- 10.6 If you found to be engaged in sexual harassment activities, you will be terminated as soon as you are found guilty by the Internal Compliant Committee of the Company constituted under the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. In such cases, your services could be terminated without any notice notwithstanding any other terms and conditions stipulated herein. The Company further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests.
- 10.7 You confirm that you are not bound by any other agreement with any prior or current employer, person or entity that would prevent you from fully performing your duties with the Company, and that you will not during your employment with the Company, or have not during the pre-hire process, use(d) or disclose(d) any proprietary or confidential information, or trade secrets, of your former or concurrent employers or companies.
- 10.8 You shall:
- (a) faithfully and diligently perform assigned duties and take actions consistent with such duties;
 - (b) comply with all lawful and reasonable directives of the Company’s management team;
 - (c) use your best efforts to promote the interests of any Group Company;
 - (d) promptly and fully inform or explain (in writing, if requested) to the Company’s management team, your conduct relating to the interests of any Group Company; and
 - (e) at all times, not make any untrue or misleading statement relating to any Group Company.
- 10.9 The Company’s information systems are consolidated and managed centrally. As a result, your sensitive personal data or information may be transferred around Group Company locations worldwide and to select vendors that provide services to the Company and our workforce. To assure that your sensitive personal data or information privacy is adequately safeguarded, the Company will endeavour to protect the confidentiality and security of individual personal data as required by the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data

or Information) Rules, 2011 under the Information Technology Act, 2000. Accordingly, as per the requirement of the above mentioned Rules, you are agreeable to provide your consent in writing to the Company as provided in the Exhibit B of this Agreement for using and transferring of your sensitive personal data or information provided or to be provided by you.

11. Termination

11.1 Subject to Clause 11.2 below, this Agreement may be terminated by you or by the Company upon giving two (2) month's written notice or by the Company paying two (2) month's basic salary in lieu of notice at its discretion. The Company reserves the right to require you not to attend work and/or not to undertake all or any of your duties of employment during any period of notice (whether given by you or the Company). However, the Company shall continue to pay your salary and contractual benefits whilst you remain employed by the Company.

11.2 The Company shall be entitled to terminate your employment immediately upon written notice (but without prejudice to the rights and remedies of the Company for any breach of this Agreement and to your continuing obligations under this Agreement) in any of the following cases:

- (a) if you are dishonest or engaged in serious or persistent misconduct or without reasonable cause, neglect or refuse to attend to your duties or fail to perform any of your obligations hereunder or breach the terms of this Agreement, or fail to observe the Company's disciplinary rules or any other regulations of the Company from time to time in force;
- (b) if you become bankrupt or have a receiving order made against you or make any general composition with your creditors; or

11.3 Upon ceasing to be employed by the Company, you shall deliver to the Company any equipment, drawings, notebooks, manuals, documents, computerization of technical data, customer lists, specifications, files, memoranda, or other records of any nature belonging to the Company or any reproduction thereof which may have been provided to you during the course of your employment with the Company, and you shall not undertake or cause any action or deed which might in any way affect the Company's reputation or good standing, or those of its products or services.

12. Compliance with Applicable Laws

12.1 You agree to comply with all applicable laws, regulations and governmental orders of India or any other applicable jurisdiction, now or hereafter in effect, relating to your employment by the Company, including but not limited to any bribery laws. Without limit to the foregoing, you represent and warrant that you have not and shall not at any time during your employment with the Company, pay, give or offer or promise to pay or give any money or any other thing of value, directly or indirectly, to or for the benefit of:

- (a) any government official, political party or candidate for political office; or

- (b) any other person, firm, corporation or other entity with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage in connection with the Company's business.

12.2 Your obligations under this Clause 12 shall survive the expiration or termination of this Agreement.

13. Restrictions

13.1 Save as otherwise permitted under the terms of this Agreement, you shall not (unless with the prior written consent in writing of the Board) during your employment with the Company or at any time during the Restricted Period, directly or indirectly, alone or together with other persons, on your own account or in partnership or conjunction with, through or on behalf of any agents, affiliates, intermediaries, joint ventures or alliances:

- (a) be engaged, employed or retained by (whether as an employee, manager, director, contractor, subcontractor, or consultant to, for or with) or otherwise be interested directly or indirectly (whether as owner in, leasing to, supplying equipment or materials, operating or extending credit to) in any Restricted Business within the Restricted Territories (other than as a holder of not more than 5% of the issued shares or debentures of any company listed on any recognized stock exchange);
- (b) perform any act or do anything or undertake or engage in any Restricted Business or any transaction which would result in competition with the business of the Company or any of its related corporations (collectively, the "Group") in the Restricted Territories, including without limitation:
 - (i) serving as a director on the board of any unrelated or third party company engaged in Restricted Business in the Restricted Territories;
 - (ii) being interested in any project or proposal for the acquisition or development of or investment in:
 - (A) any business or asset in which any member of the Group was during your employment considering to acquire, turn to account, develop or invest, unless: (1) your employment with the Company has already ceased or terminated; and (2) the Group had formally decided against such acquisition, turn to account, development or investment in, such business or asset; or
 - (B) any asset of any Group Company, unless: (1) your employment with the Company has already ceased or terminated; and (2) such asset is offered by the relevant Group Company for sale to, turning to account or development by third parties;
 - (iii) soliciting or enticing away any customer or supplier of the Group whom you had personally or directly dealt within the 12 months preceding the termination of your

employment (or if the period of the employment is less than 12 months, then this reduced period);

- (iv) using in the Restricted Territories any name or trading style which is the same as or similar to any of the trade or service marks of the Group or any brand name or proposed brand name of any of the Group's products or proposed products, or representing yourself as being connected with or carrying on or continuing the business of any member of the Group or its business for any purpose whatsoever;
- (c) canvassing or soliciting in the Restricted Territories, in competition with the business of the Company, the custom of any person, firm or company, who was a customer or supplier of the Company at any time within the last 12 months of your employment with the Company (or if the period of the employment is less than 12 months, then this reduced period), or procuring such customer or supplier to reduce or cease to continue its business dealings and/or transactions with the Company or any member of the Group;
- (d) inducing or seeking to induce any Restricted Employee to cease employment with the Company or any member of the Group or to cease to be engaged, employed or retained by (in any capacity) or otherwise be interested directly or indirectly in any Restricted Business within the Restricted Territories, whether or not such Restricted Employee would thereby commit any breach of his contract of service or employment; or
- (e) cause or permit any person or company, directly or indirectly, under your control or in which you have any beneficial interests to do any of the foregoing acts or things.

13.2 For the purpose of this Agreement:

“Restricted Business” means any business which is or is likely to be wholly or partly conducted by the Company or any member of the Group and is concerned with:

- (a) the research into, development, supply or marketing of products and solutions for education technology company or the development or provision of any services (including but not limited to technical and product support or consultancy or customer services), which are of the same or similar to any services provided by the Company or any member of the Group provided always that these provisions shall apply only in respect of such products or related services with which you were either personally concerned or for which you were responsible whilst employed by the Company in the last 12 months of employment (or if the period of the employment is less than 12 months, then this reduced period); or
- (b) business of a like or similar kind to (or otherwise any business which is or is likely to be conducted in competition with) any business conducted by the Company or any member of the Group in which you were materially involved at any time in the last 12 months of employment (or if the period of the employment is less than 12 months, then this reduced period).

“Restricted Employee” means any present employee of the Company who is employed in a key, managerial or executive capacity, or who has access to trade secrets, proprietary knowhow or other confidential information of the Company;

“Restricted Period” means 6 months from the cessation or termination of (i) your employment with the Company or (ii) your engagement in the services of any member of the Group, and if such period operates to render any restriction in this Clause 13 invalid, the Restricted Period shall be 6 months;

“Restricted Territories” means:

- (a) India, provided that if these countries operate to render a restriction in the sub-paragraphs above invalid, then, the Restricted Territories shall be India; and
- (b) such other country in the Asia Pacific , United Kingdom region (not included in (a) above):
 - (i) in relation to which you had conducted, pursued or promoted business, or over which you had retained a responsibility for the same, for and on behalf of the Company or any member of the Group; or
 - (ii) in relation to which you have performed duties on behalf of the Company or any member of the Group.

Provided that this has occurred within the last 12 months of your employment and the activities or responsibilities set out above have not occupied less than 5% of your working hours during this 12 month period (or if the period of the employment is less than 12 months, then this reduced period).

13.3 You acknowledge that:

- (a) Each of the foregoing sub-clauses constitutes an entirely separate and independent restriction on you; and
- (b) The duration, extent and application of each of the restrictions are no greater than is necessary for the protection of the proprietary interests of the Company.

13.4 Notwithstanding the above, you shall be entitled to enter into employment with any other related corporation of the Company.

13.5 Each undertaking and agreement contained in this Clause 13 shall be read and construed independently of the other undertakings and agreements herein contained so that if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining undertakings and agreements shall be valid to the extent that they are held not to be so invalid.

13.6 While the undertakings and agreements in this Clause 13 are considered by the Company and you to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable

restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

14. Confidentiality

- 14.1 You must not at any time during your employment (except so far as may be necessary for the proper performance of your duties) or after the termination of your employment use for any purpose other than any Group Company's business or disclose to any person or body any Confidential Information obtained during your employment.
- 14.2 You must not at any time during your employment improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and must not bring onto the premises of the any Group Company any unpublished document or proprietary information or trade secrets of any former or concurrent employer or other person or entity unless consented to in writing by such employer, person or entity.
- 14.3 For the purpose of this Agreement, "Confidential Information" means any trade secrets or other information which is confidential, commercially sensitive and is not in the public domain relating or belonging to any Group Company including but not limited to information relating to the business methods, corporate plans, management systems, finances, new business opportunities, research and development projects, marketing or sales of any past, present or future product or service, secret formulae, processes, inventions, designs, know-how, discoveries, technical specifications and other technical information relating to the creation, production or supply of any past, present or future product or service of any Group Company, lists or details of clients, potential clients or suppliers or the arrangements made with any client or supplier and any information in respect of which any Group Company owes an obligation of confidentiality to any third party.

15. Company Regulations

During your employment with the Company, you shall observe and comply with all of the rules, regulations and directives of the Company as may from time to time be made or given. The Company shall have the right to alter and amend the rules and regulations of the Company as well as any of the terms of your employment, and such alteration or amendment shall become fully effective and a binding term of your employment upon notification to you.

16. Entire Agreement

This Agreement, together with the Proprietary Information Agreement for Employees, supersedes any prior agreements, representations and promises of any kind, whether written, oral, express or implied between the parties hereto with respect to the subject matters herein. This Agreement, together with the Proprietary Information Agreement for Employees (see Exhibit A), constitutes the full, complete and exclusive agreement between you and the Company, its officers, employees and related corporations with respect to the subject matters herein.

17. No Breach

In signing below, you confirm that you are not bound by any prior contract, undertaking, commitment or other obligation which prevents or prohibits you from being employed by the Company and being able to fully and completely perform the services contemplated by this Agreement, nor in fulfilling your duties hereunder will you be breaching any duty of confidentiality or any restrictive covenants to any persons, including without limitation, your previous employers or principals.

18. Grievance / Disciplinary Procedures

18.1 If you have any grievance (other than one relating to a disciplinary decision), you should refer such grievance in writing to your Manager. If the grievance is not resolved at this stage, you may appeal in writing to the next level manager who will appoint a suitable person to hear the appeal, and whose decision shall be final. Application of this procedure is not a contractual entitlement.

18.2 Any matters concerning your unsatisfactory conduct or performance will be dealt with by the Regional functional VP or a representative. An appeal against any disciplinary decision or any decision to dismiss you should be made by you, in writing, to the functional VP who will appoint a suitable person to hear the appeal and whose decision will be final. Application of this procedure is not a contractual entitlement.

18.3 The Company reserves the right, at its sole discretion, to suspend you temporarily (with base salary), subject to such other terms that the Company may impose while the Company makes its determination as to allegation(s) that you have committed an act of gross misconduct. For the purposes of this Agreement, gross misconduct includes but is not limited to the following, and would be grounds for immediate termination, without pay, if the allegations are legitimate (based on the Company's reasonable determination):

- (a) dishonesty, theft, embezzlement, fraud and/or any action which assists other parties in such activities;
- (b) any act which constitutes unlawful discrimination or harassment, whether on the grounds of sex, sexual orientation, race, ethnic origin, nationality, disability, age, religion or beliefs;
- (c) knowingly providing any material information or documentation which are false or amounts to a misrepresentation of facts to the Company or suppressing any material information, crucial to your employment with and/or the tasks assigned to you by the Company.
- (d) conviction of any criminal offence which, in the Company's determination, demonstrates unsuitability for continued employment with the Company;
- (e) conduct (whether or not in the course of your employment) which may or does result in harm to the reputation of any Group Company;
- (f) divulging or misusing Confidential Information likely to harm any Group Company or any of their customers;

- (g) being under the influence of, or consuming, alcohol, illegal drugs or any controlled substances during work hours or while involved in any Group Company related activities or events;
- (h) violent, abusive, intimidating or offensive behaviour (whether physical or verbal);
- (i) unauthorised access to or inappropriate use of any Group Company's computer, e-mail and Internet systems or use of unapproved software;
- (j) gross negligence;
- (k) intentional or reckless disregard for health and safety rules or procedures; and
- (l) interference with safety equipment.

18.4 The Company reserves the right, at its sole discretion, to amend any disciplinary and/or grievance procedure or policy.

18.5 You are expected to maintain a high standard of work performance and conduct at all times. If such performance or conduct falls below levels reasonably acceptable to the Company, you may be subject to disciplinary action and dismissal in the absence of satisfactory improvements within a defined time period.

18.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India and both you and the Company agree to be subject to the exclusive jurisdiction of the Indian Courts.

Please confirm your acceptance of the above terms and conditions by signing and returning to us the duplicate copy of this Agreement.

Yours faithfully

For and on behalf of

TuTeck Technologies Private Limited

DocuSigned by:
Jagriti Banerjee
1BEAEC745ADC458...

Jagriti Banerjee

Associate Manager Human Resources

14th June 2022

Acceptance

I, **Kailas Hiwrale**, holding Passport/Permanent Account bearing No. _____, hereby confirm acceptance of all of the above terms and conditions.

Signature

Date:

EXHIBIT A
TuTeck Technologies Private Limited

Proprietary Information Agreement for Employees

In consideration of my employment with TuTeck Technologies Private Limited (the “Company”), I, **Kailas Hiwrale** agree as follows:

1. Proprietary Information

- 1.1 I understand that my employment creates a relationship of trust and confidence between me and the Company with respect to Proprietary Information (as hereinafter defined) of the Company, learned or received by me in the course of my employment.
- 1.2 All Proprietary Information that comes into my possession while employed by the Company is the exclusive property of the Company. I agree not to directly or indirectly use or disclose any of the Proprietary Information at any time except in connection with and for the purposes of my employment with the Company.
- 1.3 For the purposes of this Agreement, “Proprietary Information” shall mean trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, “Proprietary Information” includes: (i) inventions, trade secrets, ideas, data, programs, works of authorship, know-how, improvements, discoveries, designs, techniques and sensitive information the Company receives from its clients or which the Company has paid for; (ii) technical information relating to the Company’s existing and future plans or products, including, where appropriate and without limitation, software, firmware, information, patent disclosures, patent applications, development or experimental work, formulae, engineering or test data, product specification and part lists, names of suppliers, customers or contractors, techniques, processes and apparatus relating to the same disclosed by the Company to me or obtained by me through observation or examination of information, research by the Company or paid for by the Company or developments; (iii) confidential marketing information (including without limitation marketing strategies, customer names and requirements and product and services, prices, margins and costs); (iv) confidential product, marketing, development and other plans; (v) confidential financial information provided to me by the Company; (vi) personnel information (including without limitation employee compensation); (vii) confidential information relating to the Company including, without limitation, corporate information and secrets, unannounced financial results, reports and statements or information, projections, profiles, investment plans, capitalization plans, business plans or expansion plans or arrangements relating to its business whether or not with third parties; and (viii) other confidential business information or information received by me which is marked “confidential” or words to that effect conveyed, transmitted, recorded or stored by any means whatsoever including, without limitation, documents, drawings, photographs, computer diskettes, computer hard disks, computer network storage devices, internet or intranet electronic mail, discs, designs, plans or models or any of the media (electronic or otherwise) for storing or recording information.
- 1.4 Proprietary Information shall not include information which: (i) I can prove by documentary evidence produced to the Company within seven days of disclosure that such Proprietary Information was

already in my possession and at my free disposal before the disclosure hereunder to me; (ii) is hereafter disclosed or published to me without any obligations of confidence by a third party who has not derived it directly or indirectly from the Company and without breach of any confidentiality undertaking by the third party; (iii) is or becomes generally available to the public in printed publications in general circulation in India through no act or default on my part; or (iv) I am required to disclose by law or judicial process.

- 1.5 All Company property, including, but not limited to, Proprietary Information, documents, data, records, apparatus, equipment and other property, whether or not pertaining to Proprietary Information, provided to me by the Company or produced by me or others in connection with the services I perform for the Company shall be and remain the sole property of the Company and shall be returned promptly to the Company as and when requested by the Company. I shall return and deliver all such property upon termination of my employment, and agree that I will not take any such property or any reproduction of such property upon such termination.
- 1.6 I recognize that the Company has received and in the future will receive information from third parties which is private or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that during the term of my employment and thereafter I owe the Company and such third parties a duty to hold all such private or proprietary information received from third parties in the strictest confidence and not to disclose it, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party and not to use it for the benefit of anyone other than for the Company or such third party consistent with the Company's agreement with such third party.
- 1.7 I shall not reproduce, convert or store the Proprietary Information in any form or manner whatsoever (including all forms of electronic storage and all forms of storage or recording media such as, but not limited to, diskettes, hard disk drives, computer network storage devices, internet or intranet electronic mail, cassette tapes or discs) except with the prior written consent of the Company.

2. Inventions

- 2.1 I agree to promptly disclose to the Company, or any persons designated by it, all ideas, improvements, inventions, programs, formulae, processes, techniques, discoveries, developments, designs, trade secrets, know-how and data, whether or not patentable or registrable under copyright or similar statutes, and all designs, trademarks and copyrightable works that I may solely or jointly make or conceive or reduce to practice or learn during the period of my employment which (i) are within the scope of the services which I provide to the Company, and are related to or useful in the business of the Company or to the Company's actual or demonstrably anticipated research, design, development, experimental, production, financing, manufacturing, licensing, distribution or marketing activity carried on by the Company; or (ii) result from tasks assigned to me by the Company; or (iii) are funded by the Company; or (iv) result from use of premises owned, leased or contracted for by the Company (collectively, "Inventions"). Such disclosure shall continue for one (1) year after termination of my employment with respect to anything that would be Inventions if made, conceived, reduced to practice or learned during the period of my employment.

2.2 Save as expressly disclosed to the Company in writing at the time of execution of this Agreement, I hereby agree and irrevocably assign to the Company any worldwide rights, title or interest in all Inventions, whether or not patentable, copyrightable, or subject to any form of protection, made, created, developed, written, conceived or learned by me in whole or in part, either alone or jointly with others, during the course of my employment with the Company. I further agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, trade secrets, designs, trademarks, layout-designs and all other industrial or intellectual property rights in connection therewith. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trade secrets, designs, trademarks, layout-designs and all other industrial or intellectual property rights in connection with the Inventions in any and all countries, and to that end I will execute all documents necessary:

- (i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, designs, trademarks or any other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
- (ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyrights, designs, trademarks or any other analogous protection.

2.3 In the event the Company is unable, after reasonable effort, to secure my signature to any document for the application, obtaining or vesting of any patent, copyright, design, trade mark or other analogous protection relating to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, 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 on my behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright, design, trade mark or other analogous protection thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for such Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

2.4 I have attached as Attachment 1 to this Agreement a complete list of all inventions, discoveries, developments, improvements and trade secrets which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment with the Company which I desire to remove from the operation of this Agreement and I covenant that such list is complete.

2.5 If no such list is attached, I represent that I have made or conceived no inventions, discoveries, developments, improvements and trade secrets at the time of signing this Agreement that are to be removed from the operation of this Agreement.

3. Property of Others

3.1 I represent that my performance under this Agreement does not and will not breach any agreement to keep in confidence proprietary information or trade secrets, if any, acquired by me in confidence or in trust prior to this Agreement. There are no agreements, written or oral, conveying rights in any research conducted by me. I have not entered into, and I agree that I will not enter into any agreement either written or oral in conflict herewith.

3.2 I represent that as part of the consideration for the offer of employment extended to me by the Company, and for my employment and continued employment by the Company, I have not brought and will not bring onto the Company's premises or use in the performance of my duties with the Company any equipment, supplies, facility or trade secret information of any current or former employer or organization to which I provided services which are not generally available to the public, unless I have obtained written authorization for their possession and use.

4. Remedies for Breach

In recognition of the fact that irreparable injury will result to the Company in the event of a breach of my obligations under this Agreement, that monetary damages for such breach would not be readily calculable, and that the Company would not have an adequate remedy at law therefore, I acknowledge, consent and agree that in the event of such breach, or the threat thereof, the Company shall be entitled, in addition to any other legal remedies and damages available, to specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by me and persons acting for or in connection with me. The Company's right to injunctive relief shall not limit its right to any other remedies, including damages.

5. Modifications

No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. Severability

If any provision of this Agreement should be held by a court of competent jurisdiction to be invalid or in any way unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired and this Agreement shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.

7. Entire Agreement

This Agreement, together with my Letter of Appointment dated **14th June 2022** supersedes and cancels any and all previous understandings, representations and agreements of whatever nature between me and the Company with respect to the matters covered herein. These Agreements constitute the full, complete and exclusive agreements between me and the Company with respect to the subject matters herein.

8. Successors and Assigns

This Agreement will be binding upon my heirs, executors, administrators and legal representatives and will be for the benefit of the Company and its successors and assigns.

9. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of India. The parties to this Agreement agree to submit to the non-exclusive jurisdiction of the courts of India.

Signed and agreed to by:

Accepted and agreed to
for and on behalf of
TuTeck Technologies Private Limited

DocuSigned by:
Jagriti Banerjee
1BEAEC745ADC458...

Name: **Kailas Hiwrale**

Jagriti Banerjee

Date:

Associate Manager Human Resources

Date: 14th June 2022

EXHIBIT B**Consent of Employee to use Sensitive Personal Data or Information**

To,
TuTeck Technologies Private Limited
Reg. Office: STAR RESIDENCY, FL-3B, BL-II,
22-UTTARPURBA, FARTABAD,
GARIA, KOLKATA, 700084
WEST BENGAL, INDIA

Dear Sirs,

Sub: Sensitive Personal Data or Information

In consideration of my employment with TuTeck Technologies Private Limited (the “**Company**”), I hereby give my consent to the Company for using my sensitive personal data or information as provided by the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 under the Information Technology Act, 2000.

I am fully aware of the fact that the Company may require to share or disclose my sensitive personal data or information with third parties for the legitimate business purposes and legal compliance.

I understand that the Company may have to transfer my sensitive personal data or information to other body corporate or persons in India or located in any other country since the information systems of the Company are consolidated and managed centrally.

Thanking you,

Yours faithfully

Kailas Hiwrale

Date:

Annexure – D – Checklist of the Documents

At the time of joining, you are requested to bring the following documents in **original (For Verification only)**.

- (a) Certificates' supporting your educational qualifications along with marks sheets - **scanned** copies each
- Xth Certificate & mark sheets
 - XIIth Certificate & mark sheets
 - Degree Certificate & Semester/year-wise mark sheets
 - Master's Certificate & Semester/year-wise mark sheets
 - Diploma/PG Diploma Certificate & Transcripts
 - Any other Certificate like internship certificates etc. with supporting documents – if any

(b) Your relieving letter from your present organization.

(c) Service Certificate from the last employer as well as all previous employers. Last 3 months salary slip.

(d) Acceptance copy of TuTeck Technologies Private Limited's offer of appointment duly signed.

(e) 1 passport-sized color photographs with white background.

(f) Valid Passport

Please submit copy of the valid Passport (first and last pages). In case you have applied for it, please submit the proof of Passport

Office submission ticket. Upon receipt of Passport from Passport Office, please submit the documents to HR.

(g) PAN Card and Proof of PAN Number

You MUST provide your PAN Card copy. Please note that it is mandatory to provide the PAN number for processing of

your payroll and no payments on account of salaries can be made without a PAN Number. If applied for please submit a copy of the

acknowledgement as issued by the Income Tax authorities.

(h) Aadhaar Card

You MUST provide your Aadhaar Card copy. Please note that it is mandatory to provide your Aadhaar card number for

processing KYC in EPFO portal. If applied for, please submit a copy of the acknowledgment as issued by the authorities.

Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, The Company reserves the right to revoke the offer.