

PRIVATE AND CONFIDENTIAL

Susmita Gopaluni

2-124/9, revenue lay out ,Midhilapuri vuda colony, 530041

Inoapps India Private Limited

593, W. No. 3, S/F, Mehrauli, New
Delhi – 110030

E: HR@inoapps.com

6th December 2022

Dear Susmita,

SUBJECT: LETTER OF OFFER

As discussed, you are planning to move back to India with your husband who has secured sponsorship with a UK business. Inoapps has accepted your transfer to your existing India role. It is therefore with pleasure that I can offer you a permanent position with **Inoapps India Private Limited** (hereinafter “Company”).

Job Title:	EBS Technical Consultant
Joining Date:	1 st January 2023
Annual Salary:	INR. 21,00,006/- (Indian Rupees Twenty One Lakh And Six Only) per annum
Benefits:	15 days privilege/earned leave and 12 days sick or casual leave plus public holidays as notified by the company You shall be entitled to social security and employment benefits as per the Central and the local State laws which may be applicable to the Company and the eligible employees such as social security benefits under the Employees Provident Funds and Miscellaneous Provisions Act, 1952; Employees' State Insurance Act, 1948; Payment of Gratuity Act, 1972 or any other applicable Indian laws.
Standard Work Hours:	The office functions from 9 am till 7 pm on all working days (i.e., Monday to Friday except on Public Holidays).

	<p>The Company follows a 40 hours workweek with 1 hour lunch break</p> <p>You will observe the normal working hours that are followed by the Company where you are based. However, your working hours may be regulated to suit the responsibilities of the role from time to time. You may also be required to work beyond the normal stipulated hours or on holidays to meet business exigencies.</p>
--	--

Please be aware that your contract(s) with a past employer(s) may contain Restrictive Covenants and Non-Compete clauses that could have bearing on your new role at Inoapps, and may include an obligation to share any such restrictions with us prior to commencing your new role. Please ensure you have reviewed any such terms and are fully prepared to adhere to them for the specified periods, which may include your initial period of employment with Inoapps. If you have any concerns, would like our in-house legal counsel to review and explain the implications, or your contract otherwise requires you to share any such terms with us, please send a copy of the relevant terms to HR@inoapps.com.

Please be aware that it is Company policy to carry out criminal and/or other relevant background checks for any roles that are client facing. If this is relevant to your role, HR will be in touch to start the process as soon as we have received a copy of your signed contract. Please note that your start date may be delayed if Background Checks cannot be completed in time.

This offer is subject to receipt of satisfactory references, successful Background Check (if relevant) and with respect to the same, kindly send clear copies of the following documents:

- a) PAN Card and Aadhaar Card
- b) Passport size photograph (2 copies)
- c) Educational and Professional (Degree) Certificates along with Marksheet
- d) Relieving letter and Experience Certificate from your present employer, if available, OR Resignation acceptance letter from HR of current company with last working day mentioned. The relieving letter must be provided within 7 days of your start date with Inoapps.

The Company reserves its right to ask for further documents, if any, required at a later stage. If you have any queries as to provisioning of documents, please don't hesitate to contact hr@inoapps.com.

Please confirm in writing your acceptance of these terms, a proposed joining date (if different to above) and details of two references, one of whom should be your most recent reporting manager.

Yours sincerely,



Kim Cutts
Head of HR

6th December 2022

Private & Confidential

Susmita Gopaluni

2-124/9, revenue lay out ,Midhilapuri vuda colony, 530041

SUBJECT: EMPLOYMENT AGREEMENT

Dear Susmita,

This document (hereinafter “**Employment Agreement**”) constitutes the contract of employment between Inoapps India Private Limited, a company incorporated under the Companies Act, 2013 and having its registered office at 593, W. No. 3, S/F, Mehrauli, New Delhi – 110030 (hereinafter referred to as “the Company”) and Susmita Gopaluni, residing at 2-124/9, revenue lay out ,Midhilapuri vuda colony, 530041, India (hereinafter referred to as “the Employee”). This Employment Agreement sets out the principal terms and conditions of your employment as set out hereinafter.

1. COMMENCEMENT OF EMPLOYMENT

Your employment with the Company in terms of this contract of employment begins on the date of your joining and you shall be entitled to all statutory benefits from your date of employment as per the applicable laws. To the limited extent as statutorily provided under the Indian laws for seeking any social security benefits, no previous employment of the Employee shall count towards continuous employment with the Company or any associated employer for the purpose of gratuity or any other social security benefits.

2. JOB TITLE

Your job title is EBS Technical Consultant and you will be required to undertake all the duties that are within your capabilities within the context of this job title. The Company reserves the right to alter your job title if the needs of the business so require.

3. JOB DESCRIPTION

Because of the evolving nature and changing demands of our business, you must understand that your job description is to be regarded as a guide only, providing examples of the kinds of duties you will be required to undertake. Your duties may vary from time to time and you will be given due notice of any such changes.

You will also be required to work in any department of the Company as may be required from time to time in order to meet the needs of the business.

4. SALARY

4.1. In consideration of your employment, the Company shall pay to you an annual gross salary of INR. 21,00,006/- (Indian Rupees Twenty One Lakh And Six Only) per annum inclusive of base salary, all perquisites, allowances, other benefits and statutory contributions of the Company except annual performance bonus as per the details stated in clause 4.2 and Appendix I hereto. Your salary will be paid in equal monthly instalments by bank transfer on the last working day of the month or before any other working day before the expiry of seventh day of the succeeding month. Please note that if your joining date is the 15th of the month or later, your first payroll may be the end of the month following your joining date. If you are on a fixed term contract, your salary will be pro rata of the annual amount. Your salary will reviewed annually as per the appraisal and review cycle followed by the Company for all its employees and as per its employee policy in this regard. It is clarified that any review of your salary does not entitle you to any increment of salary or other benefits or bonus and same shall be entirely at the discretion of the Company.

4.2. In addition to your remuneration as stated above, the Company may operate a bonus scheme in accordance with the terms of which sums may be paid to you at the absolute discretion of the Company who may suspend or discontinue such payments at any time.

The payment of any such additional bonus will not be deemed to be part of your contractual remuneration hereunder. The making of such bonus payments in respect of one year or period shall not infer or imply the right to receive such bonus payments in respect of any future or other period. The Company reserves the right to take account of various factors at its discretion in deciding whether or not to pay any bonus which may include the Company's financial performance and the employee's work performance, contribution and attitude. It is also a condition of receipt of any bonus that you are in active employment with the Company as at the date of notification of the bonus and are not under notice of termination of employment whether from the Company or you.

- 4.3. The payment of all compensation shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.

5. HOURS OF WORK

- 5.1. **Standard Work Hours** – The office functions from 9 am till 7 pm on all working days (i.e. Monday to Friday except on Public Holidays). The standard weekly working hours shall not exceed 40 hours. For the sake of clarity it is mentioned that the lunchbreak of 1 hour as provided to an employee does not form part of the workweek hours. You will observe the normal working hours that are followed by the Company where you are based. However, your working hours may be regulated to suit the responsibilities of the role from time to time.
- 5.2. Because of the nature of your position in the Company, you may be required to work additional hours as necessary for the proper performance of your duties and this may on occasion mean that you will work in excess of normal business hours and in some cases during evenings, weekends or Public holidays .
- 5.3. There will be no contractual additional payment above that stated in Clause 4.1 for any additional hours that you may be required to work. On occasion at its discretion the

Company may however make additional payments. It is an essential condition of your employment that you are available to be on-call during such periods as may be required by the Company. During such periods, you will participate in on-call work in accordance with a role which will be intimated to you in advance. No additional payments above those stated in Clause 4.1 will be given in respect of availability for or participation in on-call work, nor will any time off in lieu be given .

6. LEAVES & HOLIDAYS

- 6.1. You are entitled to take 15 privilege/earned leaves and 12 sick or casual leaves in each calendar year, which runs from 1st January to 31st December and you will be paid your normal basic remuneration during such holidays. All privilege/earned leaves would accrue at the rate of 1 day earned leave for every 20 days of employment of an employee with a maximum of 15 earned leaves. All sick or casual leaves would accrue at the rate of 1 day sick or casual leave for every 30 days of employment of an employee with a maximum of 12 sick or casual leaves. No employee of the Company shall be entitled to any earned leave in advance, i.e. for the period he or she has not been in employment with the Company. All unused earned leaves may be carried forward to the subsequent year subject to the maximum limit prescribed in the employee handbook and as under the applicable laws. In case an employee requires prolonged leave on account of illness or any other exigencies etc, leave without pay may be sanctioned with the approval of the Management.
- 6.2. In addition to your entitlement to leaves you will be also entitled to such number of public/local holidays as notified by the Company in advance or as specified in the Employee handbook.
- 6.3. On termination of your employment the Company shall have the right to deduct from your final salary in full and final settlement any leaves taken by you in excess of your entitlement
- 6.4. The Company's rules and procedures in relation to the notification of absence are set out in the Employee Handbook. All other HR and employee related policies are also mentioned in the Employee Handbook. The Employee Handbook of the Company has been framed keeping into consideration the current applicable laws and is subject to

change as and when there is a change in the applicable laws or at the discretion of the management. As an employee of the Company, you shall be bound by the Employee Handbook.

7. PLACE OF WORK

- 7.1. Your primary place of work is the Inoapps Office. However, you may be allowed to work from home as per the policy of the Company. You may be required to work either on a temporary or permanent basis at any of the Company's other locations in India or abroad as you may be directed from time to time.
- 7.2. As part of your duties, you may be required to travel within India or overseas as the Company may from time to time require should the need arise. This may further involve travelling outside normal business hours should the need arise.

8. TRAINING

- 8.1. During your employment you are entitled to take part in various training courses which we may provide from time to time in-house.
- 8.2. Details on training courses can be obtained from your Manager or HR.

9. EXPENSES

You will be reimbursed for all reasonable and actual expenses relating to travel and accommodation and other out of pocket expenses wholly and exclusively and necessarily incurred by you in the proper performance of your duties, subject to the expenses having been previously authorised by a Director or any senior management authorised personnel and upon production of all receipts or other evidence of actual payment of the expenses as the company may reasonably require.

10. PROBATIONARY PERIOD (NOT APPLICABLE)

- 10.1. During your first three months of employment with the Company you will serve a probationary period. During that time, management will review and monitor your work, performance and progress. During the first three months of probation, your services may

be terminated by either party giving two weeks advance notice in writing or payment of salary in lieu thereof.

- 10.2. The Company reserves the right to extend your probationary period if in its opinion your performance is not up to the expectation of the Company. You will be deemed to continue on probation until you are confirmed, and it has been communicated to you in writing. During the remainder of your probation, over three months employment with the Company, your services may be terminated by either party giving one month's advance notice in writing or payment of salary in lieu thereof.

11. NOTICE

- 11.1. Any notice to be given by any party to this Agreement shall be in writing and shall be deemed duly served if delivered personally, by prepaid registered post or airmail to the addressee at the address or (as the case may be), or e-mail address of that party set opposite its name below:

- (a) In the case of notices to the Company:

To: Inoapps

Address: 593, W. No. 3, S/F, Mehrauli, New Delhi – 110030

For attention of: HR

Email: hr@inoapps.com

- (b) In the case of notices to the Employee:

To: Ms. Susmita Gopaluni

Address: 2-124/9, revenue lay out ,Midhilapuri vuda colony, 530041

Email: Susmita.gopulani@inoapps.com

or at such other address, facsimile number or emails address as the party to be served may have notified in accordance with the provisions of this clause for the purposes of this Agreement.

- 11.2. Any notice sent by email shall be deemed served when dispatched and any notice served by prepaid registered post shall be deemed served five (5) days after posting. In proving a service of any notice, it will be sufficient to prove in the case of a letter that such letter was properly stamped, addressed and placed in the post or delivered or left at the current address if delivered personally and in the case of an email that such email transmission was duly dispatched to the email address of the addressee given above or subsequently notified for the purposes of this Agreement.

12. TERMINATION OF EMPLOYMENT

- 12.1. On successful completion of the probation period and your confirmation as a permanent employee, either the Company or you may at any time terminate this Employment Agreement without assigning any reasons by giving in writing to the other party, three months notice or, at the sole discretion of the Company, in lieu thereof a sum equal to the amount or pro-rated amount of salary which would have been accrued to you during the period or remaining period of notice. It is hereby clarified that in case the Company terminates your service for misconduct, the Company shall not be required to serve you notice or salary in lieu of notice. The Company however prior to termination of your service for misconduct may hold a disciplinary enquiry where you would be given a chance to present your case. All acts of misconduct by an employee and the procedure for disciplinary enquiry have been provided in the Employee Handbook of the Company.
- 12.2. After notice of termination, you shall cooperate with the Company, as reasonably requested by the Company, to effect a transition of your responsibilities and ensure that the Company is aware of all matters being handled by you.
- 12.3. Upon termination of your employment with the Company for any reason, you shall promptly return to the Company any keys, credit cards, passes, mobile, laptop, confidential documents or material, or other property belonging to the Company, and return all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business or proposed business of the Company or its subsidiaries or affiliates. The Company reserves that right not to relieve you of your employment in the event that all

the Company's documents/ property / Confidential Information in your custody have not been properly handed over by you to an authorized representative of the Company.

- 12.4. The Company reserves the right during any period of notice to exclude you from the premises of the Company, or to require you to carry out specified duties as per your duties and obligations, or to carry out no duties, and to instruct you not to communicate with clients, employees, agents or representatives of the Company until your employment has been terminated, provided that you will continue to be paid and to enjoy normal contractual benefits during any such period.
- 12.5. If your employment with the Company terminates within 6 months of any training/exams that you have been required to undertake as appropriate for your job, the full cost of the training/exam will be deducted from your final salary. If your employment with the Company terminates between 6-12 months of the training/exam being completed half the cost of the training/exam will be deducted from your final salary. If any balance remains outstanding you agree to reimburse the Company immediately.

13. HEALTH AND SAFETY AT WORK

You are required to comply with the Company's rules concerning health and safety at work. Failure to abide to the Company's rules on health and safety at work may result in disciplinary action up to and including summary dismissal.

14. COMPANY RULES AND PROCEDURES

You will abide by the staff rules, regulations, policies (including the Employee Handbook) and laws applicable to you and the Company, at the place of your posting which are in force from time to time. All such policies of the Company and the Employee Handbook can be amended by the Company at its sole discretion due to changes in the applicable laws or business environment which affects the Company. If at any time your conduct is considered by the Company as detrimental in terms of Company policies or in violation of one or more terms of this Agreement, your services may be terminated forthwith (without the need to pay salary in lieu of notice).

15. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

15.1. You undertake and agree that, in consideration of your employment (including the amounts payable to you hereunder), you shall abide with the following:

- (i) you shall not, both during and after cessation of your employment, without the board of directors of the Company (hereinafter **“Board”**) or management’s prior written permission, disclose to anyone outside of the Company, or use in other than for the Company’s business, or permit any person to examine or make copies of, any documents, materials or records that contain or are derived from Confidential Information. **‘Confidential Information’** shall mean and include the Know-How (as defined below), Intellectual Property (as defined below), Developments (as defined below) and other proprietary information of the Company and/or any affiliate of the Company (collectively, the **“concerned persons”** and individually a **“concerned person”**) and any information or materials concerning any concerned person or its affairs, whether business, technical or otherwise, which are not known and/or available to the public at large, including but not limited to, business strategies, financial data, business plans, technology, contract provisions, client/ customer lists or personnel data information and materials developed, collected or used by the personnel of any concerned person, information related to contracts or transactions or proposed contracts or transactions to be entered into by any concerned person, information disclosed by third parties with which any concerned person has or may have a business relationship, processes, Know-How (as defined below), business practices, and all other proprietary information, methods and property of any concerned person, whether in tangible and/ or intangible form. Confidential Information may relate to the past, present or future and may be contained on paper records, computer printouts, disks, and/ or other forms of documentation or media currently in existence or existing in the future; provided that Confidential Information shall not include such information and processes which the Employee demonstrates (i) are in the possession of the Employee on the date hereof on a non-confidential basis otherwise than through disclosure by any concerned person or any of its employees, officers, personnel, advisors or consultants or (ii) are or become in the public domain (provided that the Employee was not responsible, directly or indirectly, for information, processes or other information entering the public domain without the Company Board’s express written consent) or (iii) are provided to the Employee

on a non-confidential basis from a source other than a concerned person or any of its employees, officers, personnel, advisors or consultants, which source is lawfully in possession of such information, and is not bound by any obligations or duties of confidentiality with respect thereto; or (iv) is required to be disclosed by governmental or judicial order, in which case the Employee shall give the Company a prompt written notice, where possible, to enable the Company to seek a protective order or other appropriate remedy. If the Company fails or is not able to obtain a protective order within the stipulated time, the Employee is entitled to disclose the Confidential Information to the extent required by such order.

- (ii) You shall not disclose to any person for any purpose or use any information (including that comprised in or derived from information, technology, Intellectual Property, manuals, instructions, catalogues, booklets, data disks, tapes, source codes, formula cards and flowcharts) relating to the business of the Company and/ or its affiliates and the services provided or products manufactured and developed by the Company and/ or its Affiliates (hereinafter referred to as **“Know-how”**) for any business or venture (other than the Company and the Company’s business), either directly or indirectly through any person, firm, company or other body corporate including one in which you may own equity or otherwise hold any interest or have any relationship.
- (iii) You will at the Company’s expenses comply and, do all reasonable things necessary to permit any of Company’s affiliate to comply, with the laws and regulations of all governments under which any of Company’s affiliate does business, and with the provisions of contracts between any affiliate of the Company and any such government or its contractors, or between any affiliate of the Company and any private contractors, that relate to Intellectual Property (as defined below) or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of your duties during your employment.
- (iv) You expressly agree and undertake that at any time during and after your employment, you shall have no proprietary interest in any idea, invention, design, technical or business innovation, computer program and related documentation, or any other work product developed, conceived, or used by you, in whole or in part that arises out of your employment with the Company and/ or any affiliate of the Company or that are otherwise made through the use of the Company’s or its affiliate’s

personnel, time or materials (all of the foregoing hereinafter referred to collectively as “**Developments**”).

- (v) You agree and assure that during the term of your employment, all intellectual property including copyrights, design rights, trademarks and patents developed or obtained by the Company and/ or any affiliate of the Company and/ or by you on behalf of the Company and/ or any affiliate of the Company (before or after the date of execution of this Agreement) in relation to the work carried on, discovered, invented, designed and/ or authored by you [hereinafter referred to as "**Intellectual Property(ies)**"] shall be owned by the Company or the concerned affiliate of the Company (as the case may be), and you shall not have any right including proprietary right, in relation to the Intellectual Properties. Such Intellectual Properties shall constitute the absolute property of the Company or the concerned affiliate of the Company (as the case may be), and you shall not lay claim on any such Intellectual Properties during the term of your employment or after expiry or sooner termination of such employment.

You acknowledge and agree that all Developments, Know-how and Intellectual Property as described above are and shall be the sole property of the Company or the concerned affiliate of the Company and that the Company or any affiliate of the Company shall not be required to designate you as the author thereof. You undertake to promptly disclose all significant or material Developments to the Board and shall, at the Company’s request and expense, do all things that may be necessary and appropriate to establish, record or document the Company’s or any affiliate of the Company’s ownership of the Developments, Know-how and Intellectual Property including, but not limited to, the execution of the appropriate trademark, copyright or patent applications or assignments or the production of documents and evidence to the appropriate authorities etc.

16. DATA PROTECTION

- 16.1. Subject to any limitations under the applicable laws, you hereby acknowledge that the Company will hold personal information about you as a necessary part of its personnel and other administrative records. The Company holds the data securely in electronic and/or paper format. The processing of the data is limited to what is necessary to fulfil

contractual and legal obligations to you, for necessary management purposes and, where necessary, for the legitimate interests of the company.

- 16.2. This processing may include making such information available to those who provide products and/or services to the Company (including, but not limited to, advisers and payroll administrators), regulatory authorities, potential purchasers of the Company or the business in which you work, as may be required by law and, if, in the Company's view, such disclosure connected to third parties is legitimate and necessary for the proper conduct of the Company's business or that of any subsidiary, associated or holding companies of the Company.
- 16.3. All personal data is stored and retained in a manner compatible with the applicable Indian data protection legislation including the Information Technology Act, 2000, as amended from time to time. Any third party that processes data on behalf of the Company shall do so in a manner compliant with the applicable data protection legislation, as amended from time to time.
- 16.4. In the event that the Company is required to obtain additional personal data e.g. information about your physical or mental health in order to allow the Company to make appropriate decisions in the workplace, the Company will advise you and obtain any applicable consent from you at that time.
- 16.5. Further information regarding the personal information that is processed by the Company is detailed in the Data Privacy Policy of the Company and the Employee Handbook.

17. RESTRICTIVE COVENANT, NON COMPETE AND NON-SOLICITATION

- 17.1. During the term of the employment, you shall not, without the prior written consent of the Board, directly or indirectly:
 - (i) accept any employment in any other company, firm or organization; or
 - (ii) accept any directorship or partnership in any other company, firm or organization; or
 - (iii) accept any responsibility or position involving management or executive functions in any other company, firm or organisation; or
 - (iv) indulge, participate, control and/ or be involved in, any other trade, business, profession or occupation (including through a partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, contractor, director, trustee, committee member,

office bearer, agent or in any other manner whatsoever, whether for profit or otherwise, and by yourself or through any other entities) except through holding of less than 5% whether as a partner or shareholder or any other manner (“Minority Interests”).
(along with the obligations at Clause 20.2, the “Non-Compete Obligations”).

17.2. For a period of 1 year after termination or other cessation of employment, you shall not, without the prior written consent of the Board, directly or indirectly:

- (i) accept any employment in any other company, firm or organization which competes with the business of the Company or is in the same business or a similar business as that of the Company or in any customer’s company, firm or organization with whom the employee dealt during the employment with the Company; or
- (ii) accept any directorship or partnership in any other company, firm or organisation which competes with the business of the Company or is in the same business or a similar business as that of the Company; or
- (iii) accept any responsibility or position involving management or executive functions in any other company, firm or organization which competes with the business of the Company or is in the same business or a similar business as that of the Company; or
- (iv) Indulge, participate, control and/ or be involved in, any other trade, business, profession or occupation (including as an individual/ proprietor, through a partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, contractor, director, trustee, committee member, office bearer, agent or in any other manner whatsoever, whether for profit or otherwise, and by himself or through any other entities) which competes with the business of Company or is in the same business or a similar business as that of the Company.

17.3. You covenant and agree that during the subsistence of this Agreement, upon the termination of this Agreement for any reason whatsoever, and until the expiry of a period of 2 years from the date of termination of this Agreement, you will not, except with the prior written consent of the Company, directly or indirectly:

- a) attempt in any manner to solicit from (i) any current client/ customer of the Company or of any affiliate of the Company, and/ or (ii) any firm, association or corporation or other entity which you contacted or otherwise dealt with on behalf of the Company or any affiliate of the Company, business of the type carried on, or proposed to be carried on, by the Company or any affiliate of the Company, or attempt to persuade any person, firm or entity which is a client/ customer (for the purpose of this Agreement, customer or client would also include potential client/ customer in the sales pipeline where discussions have been held during the tenure of your employment and/ or association with the Company or any affiliate of the Company with a view to conducting business with the Company or any affiliate of the Company) to cease doing business or to reduce the amount of business which any such client/ customer has customarily done or might propose doing with the Company or any affiliate of the Company, whether or not the relationship between the Company or any affiliate of the Company and such client/ customer was originally established in whole or in part through your efforts; or
- b) employ or attempt to employ or assist anyone else to employ any person who is in the employment of the Company or any affiliate of the Company, or was in the employment of the Company or any affiliate of the Company at any time during the preceding twelve calendar months.

17.4. You acknowledge and agree that the covenants and obligations as set forth above relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause the Company, irreparable injury. Therefore, you agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of the covenants and obligations contained in this clause 20. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

18. COLLECTIVE AGREEMENTS

There are no Collective Agreements affecting your Terms and Conditions of Employment.

19. COMPANY INDEMNITY AND DEDUCTIONS

- 19.1. Where any losses are sustained in relation to the property or monies of the Company, client, customer, visitor or other employee, during the course of your employment which the Company determines was caused through your carelessness, negligence, recklessness or through breach of the Company's rules or any dishonesty on your part, the Company reserves the right to require you to repay any of the said losses, either by deduction from your salary or any other method acceptable to the Company.
- 19.2. The Company also reserves the right to withhold payment or deduct from your salary a day's pay for each day of unauthorised absence. In addition, the Company reserves the right in such circumstances to institute any disciplinary action considered necessary.
- 19.3. Where it applies to you, failure to reconcile your company credit on a monthly basis, may result in a deduction of your salary being made.

20. AMENDMENTS

No variation, amendment, modification or addition to this Agreement shall be effective or binding on either of the parties unless set forth in writing and executed by them, individually in the case of the Employee and through the authorized representative of the Company in the case of the Company.

21. GOVERNING LAW

This Agreement shall be governed by and construed in all respects in accordance with the laws of India. All payments to the Employee hereunder shall be subject to the applicable provisions of the Companies Act, 2013, Income Tax Act 1961 and any other applicable laws.

22. ARBITRATION

Both the parties will endeavour to resolve by mutual negotiation any dispute, differences, controversy or claims arising out of or in relation to, this Agreement, including the scope, validity, existence and the interpretation hereof, the activities performed hereunder, or for the breach hereof, arising between them in connection with this Agreement (hereinafter the "Dispute"). Any and all Dispute(s), which cannot be satisfactorily resolved by mutual negotiation within 15 days of issue of a notice by a party, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996, including any statutory modifications, amendments, re-enactments

thereof from time to time, by reference to the sole arbitrator, who will be appointed by mutual agreement between the parties within a period of 30 days after the expiry of the aforesaid 15 days. If parties fail to appoint a sole arbitrator within the said 30 days then the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. Such arbitration shall be conducted at New Delhi, India, and the language of such arbitration proceedings shall be English. The arbitration agreement contained herein shall be governed by the laws in effect in India. The arbitration award shall be final and binding on the parties.

23. PREVIOUS AGREEMENTS

This Agreement including any attached schedules set forth the entire agreement and understanding between the parties as to the subject matter hereof and shall supersede and override all previous communications, negotiations, commitments, agreements, understandings, either oral or written, between the parties with respect to the subject matter of this Agreement.

24. SIGNATURE

It is a pleasure to welcome you as a member of Inoapps. We are confident that your employment with the Company will prove mutually beneficial & rewarding, and we look forward to having you join us.

Yours sincerely,



Kim Cutts
Head of HR

I accept the offer on the terms and conditions as described in this Employment Agreement.

Signed: G.V.S Sri Susmita (*employee name*)

Gopaluni Venkata Sai Sri Susmita

APPENDIX 1

Appendix I to Employment Agreement

of Susmita Gopaluni

Base Salary, Allowances and Benefits

- The Employee will be entitled to and will be paid the following salary components and allowances:-

	Per month (INR)	Per annum (INR)
TOTAL ANNUAL GROSS SALARY	INR 1,75,000	INR 21,00,006
Basic Salary	INR 87,500	INR 10,50,000
Housing Rent Allowance (HRA)	INR 70,000	INR 8,40,000
Leave Travel Assistance (LTA)	INR 5,250	INR 63,000
Conveyance	INR 1,600	INR 19,200
Telephone & Internet	INR 1,500	INR 1,800
Special Allowance	INR 9,150	INR 1,09,806

Employer Contributions/Additional Benefits

- Provident Fund – Employee (Will be deducted from Monthly Gross) & Employer Contribution: 12% of Basic Salary (Above CTC)
- Personal accident insurance coverage for self as per the Group Personal Accident Insurance Policy of the Company. Details available upon request.
- Group Medical Insurance policy for self, spouse and dependent children as per the Group Medical Insurance Policy of the Company. Details available upon request.
- *LTA will be treated as an Annual Component for Payout
- Monthly Income Tax will be calculated separately and will be deducted from Monthly Gross as well