

EMPLOYMENT AGREEMENT

This **Employment Agreement** ("Agreement") is executed at the place and on the date mentioned in the execution page of this Agreement between:

(1) **Samsung R&D Institute India – Bangalore Private Limited.**, referred to as "**Company**"; and (2) the person whose name and description is stated on the execution page of this Agreement hereinafter referred to as "**You**" or "**Employee**".

PREAMBLE

The Company is hiring the Employee and the Employee is joining the employment of the Company on the terms and conditions mentioned herein. The Company has issued an offer letter ("**Offer Letter**") to the Employee and the Employee has accepted the same.

1. NATURE OF EMPLOYMENT

- (a) The Company hereby hires you as a full time employee of the Company and you agree to take up full time employment with the Company. The employment shall commence [from the date mentioned on the execution page of this Agreement] and shall continue indefinitely until terminated by either the Company or You as per the terms hereof.
- (b) Upon commencement of employment with the Company, You will be designated with such position, Global Band and Sub-Band and will be paid such compensation stated in Annexure I attached to this Agreement or such revised designation, band and compensation as the Company may communicate to you. The nature of your responsibilities will be as communicated from time to time by the Company.
- (c) The Company has the sole discretion to modify the nature of your duties and powers as it may deem appropriate without assigning any reason and you will be expected to undertake all responsibilities that may be assigned to you by the Company at any time.
- (d) You will report to such person as may be designated by the Company from time to time and shall be subject to supervision as per the policies and discretion of the Company.
- (e) The nature of your employment will be "at will" and no fixed period of employment in the Company is applicable to you. However, you or the Company may terminate the employment as per the provisions contained herein.
- (f) Your employment with the Company is subject to your being found medically fit by a Company designated hospital/diagnostic center. Your retention in the Company's employment will be subject to your continued medical fitness. The Company reserves the right to ask you to undergo medical examinations if and when considered necessary by it. Your employment with the Company is conditional upon the satisfactory background checks conducted on you, furnishing proof of your qualification, age and other claims made by you to the satisfaction of the Company, furnishing a relieving certificate from all of your previous employer, if any, and Company obtaining satisfactory reports from references furnished by you.

2. STANDARD CONDITIONS OF EMPLOYMENT

- (a) In addition to the terms of this Agreement, You shall be subject to the standard terms of employment of the Company as stated in the Employee Handbook and any other policies or procedures communicated to You by the Company either orally or in writing ("Standard Employment Terms"). The Standard Employment Terms will be communicated to you from time to time or be accessible by you on the Company's Intranet.
- (b) The Standard Employment Terms will relate to various matters relating to your working with the Company, including hours of work, holidays, leave, code of conduct, confidentiality policy, dress code, etc.
- (c) The Standard Employment Terms are deemed to include other policies of the Company that may be created including the policy for prevention of harassment at the workplace, internet and network use policy, intellectual property policy, etc. The Standard Employment Terms may be changed by the Company from time to time at the sole discretion of the Company and such changed Standard Conditions of Employment shall become applicable to You forthwith, upon receipt of notice of the same. It is clarified that uploading of updated Standard Employment Terms in the Company's intranet is deemed as notice of such changed Standard Conditions of Employment.

3. PROBATION PERIOD

- (a) You will be on probation with the Company up to a period of six (6) months from the date of commencement of your employment with the Company ("Probation Period").
- (b) If your performance with the Company during the Probation Period is considered satisfactory by the Company, You will be confirmed by the Company in writing.
- (c) The Company shall have the discretion to extend the Probation Period by such period as it considers necessary if it believes that you have not performed satisfactorily during the Probation Period but that it is reasonably possible that your performance will improve in the near future.
- (d) The decision of the Company on whether to confirm your employment with the Company, extend the Probation Period or terminate you shall be final.
- (e) During the Probation Period, You and the Company shall both have the right to unilaterally terminate your employment upon providing 30 days prior written notice or payment in lieu thereof.

4. REPRESENTATIONS

- (a) You hereby represent that all the contents of your resume, testimonials, references, application form, previous employment details and other information furnished by you are true and accurate.
- (b) If any of the above particulars are found at any time to be incorrect or misleading in any way, the Company shall have the right to terminate your employment forthwith, without the requirement of providing you any notice or compensation in lieu thereof.

5. WHOLE TIME EMPLOYMENT

- (a) You shall be a full time employee of the Company and will devote your professional energies entirely towards the conduct of your duties under your employment with the Company.
During Your employment with the Company, You shall not simultaneously engage yourself in any activity which is in conflict with your employment with the Company and/or with the interest of the Company, whether part-time or full-time, directly or indirectly or whether during or outside office hours or within or outside the office premises.

6. COMPENSATION

- (a) In consideration of your employment with the Company, You shall be paid an annual gross compensation as detailed in **Annexure I**.
- (b) The Company makes no representation of any increase in compensation, either with regard to the quantum or duration of such increase in compensation. However, the Company will review your compensation periodically at the Company's sole discretion and will communicate any revised compensation to you in writing.
- (c) Your compensation is determined and based on a large number of evaluative factors including the interview assessment and position for which you have been hired. Therefore, the compensation as offered and accepted by you is unique, personal and confidential to you and any comparison of the same with those of others will be of no relevance.
- (d) Your terms of employment and compensation are strictly confidential and you shall not divulge the same to any other employee of the Company except where required by Company policy.
- (e) You agree that any annual bonus linked with performance/productivity or other compensation paid to you by the Company shall be in lieu of any bonus required to be paid to you under the statutory laws of India.

7. TAX LIABILITY

- (a) The tax liability, if any, including income tax and professional tax, arising on your compensation or rewards or awards will be your personal liability and will be governed by the tax laws of the jurisdictional country. The Compensation mentioned in the Annexure I or any revised compensation communicated to you is provided on an annual gross basis.
- (b) The Company reserves the right to withhold tax at source from any component of your compensation as required by applicable law. The Company shall provide you with evidence of such tax deduction in the manner and within the timeframe required by applicable law.

8. SAFE CUSTODY OF COMPANY MATERIAL

- (a) You will be responsible for keeping safe and in good condition, all Company material entrusted to you, if any, including, but not limited to, cellular phone, laptop, car and other equipment ("Company Property").
- (b) In the event of any damage or loss to the Company Property entrusted to You, You shall be liable for the same and the Company reserves the right to deduct the cost of such articles from your compensation or take such other action that it may deem appropriate.

9. CORRUPT PRACTICES

- (a) During the period that You are employed by the Company, You shall not, on behalf of the Company or on the pretext thereof, give or pay to any person any money, Gratification or Valuable Thing of any kind (other than a legally acceptable, official and Company approved consideration) in order to induce or influence a Public Servant to do or forbear from doing any act in relation to the Company.
- (b) The terms Public Servant, Gratification and Valuable Thing shall have the meaning assigned to them under the Prevention of Corruption Act, 1988.
- (c) It is clarified that You shall not pay any "speed money" or "facilitation payment" in order to quicken the process of any act that needs to be performed other than a purely legal remuneration paid to a service provider. During the period that You are employed by the Company, You shall not, on behalf of the Company or on the pretext thereof, receive from any person (or arrange for some other person to so receive on your behalf) any money, Gratification or Valuable Thing of any kind as consideration in order to do or forbear from doing any act in relation to the Company.
- (d) During your employment you shall not: (a) enter into any arrangement, contract or financial transaction on behalf of the Company with any relative or entity controlled or owned by a relative; or (b) enter into such arrangement, contract or financial transaction with any person entity or organization for the benefit of some other person, entity or organization. (c) Claim any compensation/reimbursement or pay any amount on behalf of the company for a purpose other than the purpose for which such amount is actually payable.

10. TRANSFER

- (a) Your initial posting will be at Bangalore. However the Company reserves the right to transfer your services to any other location. The Company shall also be entitled to transfer your employment to any affiliated companies, successor in interest or other division/branch of the Company as it may deem necessary solely at the discretion of the Company and for such period of time that the Company deems appropriate.

11. TRAINING AND EMPLOYEE BOND

In the event the Company incurs substantial expenses in order to provide you with training, work experience or otherwise significantly improves your skills and capabilities, you agree that the Company shall be entitled to reasonably recoup the benefits of such expenses through your continued employment with the Company.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY PROTECTION

- (a) You agree to keep confidential and not to disclose or to make use of, and shall use best efforts to safeguard any information of the Company, including its clients, associates and business partners, that is by its nature confidential or which is communicated to You to be confidential.
- (b) Any intellectual property developed by You during Your employment with the Company, including any copyrights, designs, patents, layouts, mask works, etc. shall be the exclusive property of the Company and You hereby assign all rights in relation to such intellectual property to the Company on a worldwide and perpetual basis and agree to do all such acts to perfect such assignment to the Company.
- (c) In order to more effectively set out the detailed rights and obligations of the parties in relation to protection of confidential information and intellectual property, you shall execute the Company's Employee Intellectual Property and Confidentiality Protection Agreement and agree to be bound by its terms.

13. PRIVACY

- (a) You will be providing to the Company certain information about yourself and your family, including personal information and sensitive personal information ("Personal Information"). You hereby agree that the Company may use and retain this information for a lawful purpose and to the extent deemed necessary by the Company in relation to your employment with the Company and for ancillary purposes.
- (b) You hereby also agree that the Company may transfer or disclose such Personal Information to such other agencies the Company may consider necessary, whether affiliates or otherwise and whether in India or otherwise. The Company may codify its policies relating to privacy in a privacy policy which it will provide to you and you hereby agree to the same.
- (c) The Company shall use reasonable security practices and procedures to safeguard your personal information. Notwithstanding anything contained herein, "Reasonable security practices and procedures" under section 43A Explanation (ii) of the Information Technology Act 2000 means such procedures that the Company shall implement and which may, in the Company's discretion, be intimated to You from time to time and You hereby agree to the same.

14. NON SOLICITATION / NON-COMPETE

- (a) You shall not directly or indirectly, or through any other party, solicit or offer employment to any persons who are employees of the Company or its affiliates during your employment with the Company.
- (b) You shall not, directly or indirectly, or through any third party, solicit business from, any customer of the Company during Your employment with the Company.
You shall not, directly or indirectly, perform services or take up employment with any competitor of the Company during Your employment with the Company.

15. TERMINATION

- (a) If you wish to terminate your employment other than during your Probation Period, You may do so provided a prior notice of sixty (60) days thereof shall be given to the Company in writing. In the event you request to be relieved from services with the Company at an earlier date, the Company may relieve you earlier solely at Company's discretion provided you pay applicable compensation to the Company in lieu of such notice period.
- (b) During the course of you serving the notice of termination, the Company shall be entitled to unilaterally relieve you earlier by paying compensation for the remaining days of notice period.
- (c) If the Company wishes to terminate Your employment, it may do so by providing a notice of sixty (60) days or payment in lieu thereof
- (d) You recognize that given your responsibility within the organization and the need for a transition should you wish to terminate your employment with the Company, the above notice period to be provided by you is necessary and reasonable.
- (e) The Company shall be entitled to terminate your employment "for cause" forthwith, without notice or compensation in the event of your misconduct (which term shall have the meaning as assigned under applicable service rules / law) and/or any act which constitutes an offence involving moral turpitude.
- (f) In the event you give notice of termination of the Agreement before the completion of one year from the date of joining, You will be required to pay back the following expenses paid to you by the Company:
 - (i) Relocation benefits (Travel Expenses, Accommodation expenses, Brokerage charges and movement cost);
 - (ii) Amount paid towards notice period settlement with the previous employer if any;
 - (iii) Joining Bonus paid if any; and recovery clause applicable as per the offer letter
 - (iv) Any amount paid to you as per the Offer Letter.

16. CONSEQUENCES OF TERMINATION

- (a) You agree that at the time of leaving the employment of the Company, deliver back to the Company any and all Company Property, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, equipment, confidential information or any other documents or property, or reproductions of any of the aforementioned items provided to You pursuant to Your employment with the Company or otherwise in the possession of the Company.
- (b) You agree that you shall not copy, duplicate, recreate or record or otherwise keep in possession or deliver to anyone other than the Company, any of the aforementioned items.

- (c) Notwithstanding anything contained in this Agreement, in the event of any breach of this Clause, the Company will have the right to seek appropriate legal relief, including seeking injunctive relief, against you.

17. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed in accordance with the laws of India. Any dispute arising under this Agreement shall be settled by courts of competent jurisdiction in Bangalore.

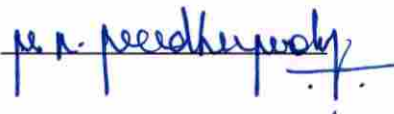
18. MISCELLANEOUS PROVISIONS

- (a) Notices – Any notice to be given to you by the Company shall be given by email at Your Company email address. Any notice to be given by you to the Company shall be in such manner as may be directed by the Company from time to time. In the event you are not frequenting office and/or not accessing Your Company email, the Company shall be entitled to send you notice by courier or registered post acknowledgment due at your address as intimated by you to the Company.
- (b) Change Of Address - You will promptly inform the Company in writing of any change in your residential address or contact details.
- (c) Waiver - No inaction, act or omission by the Company shall be considered as a waiver by the Company of any of its rights herein unless specifically waived by the Company in writing.
- (d) Invalid Provision – If any of the Terms of Employment are invalid under law, such provision shall be replaced by another provision which most nearly effectuates the same result as the impugned provision.

**Samsung R&D Institute India – Bangalore
Private Limited**

[EMPLOYEE]

Signature: _____



**Madhu Mohan Mulbagal Rathnaiah
Associate Director
Human Resources**

Signature: _____

Name: **Meeshawn Marathe**
Date of Joining: **20-Sep-2021**
Gen. No: **21528402**

Annexure I

Date of Joining	20-Sep-2021
Name	Meeshawn Marathe
Details of your employment as below:	
Career Level	CL2
Title Band	TB6
Internal Title	Engineer III
External Title	Staff Engineer

Your Annual Gross would be **Rs.2850000** /- per annum.

Samsung R&D Institute India – Bangalore
Private Limited

[EMPLOYEE]

Signature: 

Signature: _____

Madhu Mohan Mulbagal Rathnaiah
Associate Director
Human Resources

Name: **Meeshawn Marathe**
Date of Joining: **20-Sep-2021**
Gen. No: **21528402**

EMPLOYEE INTELLECTUAL PROPERTY ASSIGNMENT AND CONFIDENTIALITY PROTECTION AGREEMENT

This **Employee Intellectual Property Assignment and Confidentiality Agreement** (the "**Agreement**") is made on the date mentioned below by the **Employee**, being the person signing this Agreement hereinafter and

Samsung R&D Institute India – Bangalore Private Limited, (hereinafter the "Company" which term includes its parent, subsidiary, group, affiliate companies, successors, or assigns), as a condition of employment with the Company and in consideration of the remuneration payable to the Employee and the training and intellectual input received by the Employee from the Company.

1. Confidentiality.

1.1 At all times during the employment and thereafter, the Employee shall hold all Company Confidential Information in the strictest of confidence and will not directly or indirectly, whether by himself or through some other person or entity, disclose, use, copy, publish, lecture upon, summarize, or remove from the premises of the Company any Confidential Information, or permit the same to be done, except as is necessary to carry out Employee's assigned responsibilities as an employee of the Company or as permitted by a duly authorised officer of the Company.

1.2 In this Agreement, the term "Confidential Information" means all information related to any aspect of the business of the Company which is either information that would ordinarily and without breach of any legal obligation not be known to any person not having a relationship with the Company or any actual or potential competitors of the Company; or any proprietary information of the Company, whether of a technical nature or otherwise.

1.3 By way of illustration and not limitation, "Confidential Information" includes inventions, disclosures, processes, ideas, systems, methods, formulae, devices, patent applications, trademarks, intellectual properties, instruments, know how, improvements, materials, products, patterns, compilations, data, programs, techniques, sequences, designs, research or development activities and plans, licenses, specifications, computer programs, source and object codes, mask works, works of authorship, costs of production, prices or other financial data, volume of sales, promotional methods, marketing and selling plans, lists of names or classes of customers or personnel, lists of suppliers, business plans, budgets, business opportunities, financial statements or information relating to skills and compensation of other employees.

2. Receipt of information in trust

2.1 The Employee acknowledges that all Confidential Information, Inventions and Works (as defined later) are being provided to the Employee in trust for the purpose of use by the Employee on behalf of the Company. Any violation of the terms of this Agreement by the Employee in relation to such Confidential Information and Inventions and Works shall be considered as a breach of trust by the Employee and the Company shall be entitled to proceed

against the Employee with any action whether under civil law, tort, criminal law or otherwise.

3. Information of Others.

3.1 The obligations of the Employee as provided herein in relation to Confidential Information shall also apply to Confidential Information of customers, vendors, consultants, shareholders, licensors, collaborators, joint developers, customers, contractors, and other parties with whom the Company does business or is associated with to the same extent as if it were the Company's Confidential Information.

3.2 The Employee will not, during his employment with the Company or otherwise, improperly use or disclose to the Company or Related Party of the Company, any confidential, trade secret, or other proprietary information or material of any previous employer or other person, and will not bring onto the Company's premises or provide to any Related Party of the Company, any unpublished document or any other property belonging to any former employer or any person to whom the Employee owes an obligation of confidentiality without the written consent of that former employer or person.

3.3 "Related Party of the Company" shall include any employee, associate, consultant, director, shareholder, contractor or any person who may bring liability upon the Company vicariously by his actions.

4. Company Property.

4.1 All works, programs, papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies in whatever form and translations into any other language, relating to the business of the Company that the Employee creates during the term of Employee's employment with the Company, whether or not confidential, shall be the sole and exclusive property of the Company. On termination of his employment, the Employee shall promptly deliver all such materials to the Company and shall sign termination undertaking.

1. Ownership of Inventions and Works

- 1.1 All inventions, ideas, designs, circuits, schematics, formulas, patterns, compilations, devices, methods, databases, technology, inventions, discoveries, algorithms, trade secrets, works of authorship, mask works, developments, processes, concepts, methodologies, techniques, improvements, customer lists, goodwill, trademarks, service marks, trade names and general intangibles of like nature, and related know-how which result from work performed by the Employee, alone or with others, on behalf of the Company or from access to the Company Confidential Information or property or which the Employee may otherwise create, or previously have created, in the performance of Employee's job duties at any time during Employee's employment with the Company whether or not patentable, copyrightable, or qualified for mask work protection and all translation rights related thereto (collectively "**Inventions and Works**") shall be the property of the Company, and, wherever the context requires, shall be "works made for hire."
- 1.2 The Employee hereby assigns and agrees to assign to the Company or its assignee, without further consideration, the worldwide, perpetual and entire right, title, and interest in and to all Inventions and Works, including all rights to obtain, register, perfect, and enforce patents, copyrights, mask work rights, and other intellectual property protection for Inventions and Works. The assignment shall not lapse if the Company has not exercised its rights under the assignment for a period of one year. The Employee will disclose promptly and in writing to the Company, all Inventions and Works which Employee has made, authored or reduced to practice. The Inventions and Works assigned by the Employee are identified as those Inventions and Works described in clause 5.1 above.

2. Assignment, Waiver and License of Moral Rights

- 2.1 Employee hereby irrevocably transfers and assigns to Company any Moral Rights, worldwide and in perpetuity, that Employee may have with respect to any works Employee has assigned to Company. To the extent Employee cannot assign such rights, Employee hereby waives and agrees not to assert such rights against Company or its assigns or its or their licensees.
- 2.2 If Employee has any rights to the works that cannot be assigned to Company, or waived by Employee, then Employee unconditionally and irrevocably grants to Company, an exclusive, irrevocable, perpetual, worldwide and royalty free license to exercise all such rights of an author of such works including the right to assign, or sublicense through multiple levels of sub licensees, reproduce, create derivative works, distribute, publicly

perform and display by all means now known or later developed rights.

3. Prior Inventions and Works.

- 3.1 Inventions and Works, if any, whether registered or unregistered, which the Employee has made prior to the commencement of Employee's employment with the Company are excluded from the scope of this Agreement. The Employee shall disclose a complete list of all Inventions and Works that Employee has, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of Employee's employment with the Company, that Employee considers to be Employee's property or the property of the third parties and that Employee wishes to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions and Works").
- 3.2 If disclosure of any such Prior Inventions and Works would cause the Employee to violate any prior legal obligation, the Employee is not to list such Prior Inventions and Works but only disclose a cursory name for each such Invention and Work, a listing of the party to whom it belongs and the fact that full disclosure has not been made for that reason. If no such disclosure is provided, the Employee represents that there are no Prior Inventions and Works.
- 3.3 If in the course of Employee's employment with the Company, the Employee incorporates a Prior Invention and Work into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with all rights of an author or owner of such works including rights to sublicense through multiple tiers of sublicenses) to make, have made, modify, use and sell such Prior Invention and Work. Notwithstanding the foregoing, the Employee agrees that Employee will not incorporate, or permit to be incorporated, Prior Inventions and Works in any Company Inventions and Works without the Company's prior written consent

4. Enforcement of Inventions and Works.

- 4.1 The Employee will assist the Company in every proper way to obtain, and from time to time, to enforce, the Inventions and Works in India and any other foreign countries. To that end, the Employee will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request in applying for, obtaining, perfecting, evidencing, sustaining and enforcing the Inventions and Works and the assignment thereof. In addition, the Employee agrees to execute, verify and deliver assignments of the Inventions and Works to the Company or its assignee. The Employee's obligation to assist the Company as above shall continue beyond the termination of employment.

1. Prior Contracts.

- 1.1 The Employee represents that there are no other contracts to assign inventions or works that are now in existence between him and any other person or entity. The Employee represents that he has no other employment, consultancy, or undertakings which would restrict and impair his performance of this Agreement.

2. Agreements with Third Parties.

- 2.1 The Employee acknowledges that the Company may from time to time have agreements with third parties which impose obligations or restrictions on the Company regarding Inventions and Works made during the course of work under such agreements or regarding the confidential nature of such work. The Employee agrees to be bound by all such obligations or restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

3. Records.

- 3.1 The Employee agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any form that may be required by the Company) of all Inventions and Works developed by him, whether individually or jointly with others, during the period of employment with the Company, which records shall be available to and remain the sole property of the Company at all times.

4. Notification to new Employer.

- 4.1 In the event the Employee leaves the employment of the Company, the Employee hereby consents and agrees to notify Employee's new employer of the rights of the Company and Employee's obligations under this Agreement.

5. Non-competition.

- 5.1 During the term of Employee's employment with the Company, the Employee shall not, directly or indirectly engage in, as an employee, associate, consultant, proprietor, partner, director or otherwise, or have any ownership interest in, or participate in any business where such work involves the development or use of similar or identical intellectual property or know-how/trade secrets as that of the Company [where the Employee would, due to his knowledge of Confidential Information of the Company in his unaided memory, necessarily disclose or use such Confidential Information in violation of this Agreement in the course of such future employment].

6. Non-solicitation.

- 6.1 During and after the term of Employee's employment with the Company, the Employee shall not directly or indirectly, without the prior written consent of the Company, (a) solicit, recruit, hire, encourage or induce any employees, directors, consultants, associates, contractors or subcontractors of the Company to leave the employment of the Company or negatively alter their relationship with the Company, either on Employee's own behalf or on behalf of any other person or entity.

7. Scope and application

- 7.1 It is clarified that all obligations relating of the Employee under this Agreement in relation to ownership by the Company, assignment and license by the Employee to the Company shall have application on a worldwide basis and in perpetuity. No license or assignment shall cease because the Company has failed to make use of the same at any time.
- 7.2 This Agreement and all obligations of the Employee under this Agreement shall apply from the commencement of employment of the Employee with the Company whether such employment commences before, on or after the execution of this Agreement.
- 7.3 Nothing in this Agreement shall preclude the Employee from dealing in any manner with any information that is generally known in the trade or industry and which is not gained as a result of a breach of any legal obligation.

8. Miscellaneous.

- 8.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of India, without reference to its conflict of law's provisions.
- 8.2 Enforcement. If any provision of this Agreement shall be determined to be invalid or unenforceable for any reason, all other provisions of this Agreement shall continue to be valid and enforceable and the impugned provision shall be adjusted to achieve the intent of the parties to the extent possible. If any restriction set forth in this clause is held to be unenforceable because of its application over too long a period of time, range of activities or geographic region, it shall be interpreted to extend to such extent as may be enforceable.
- 8.3 Dispute resolution. Any dispute arising under this Agreement shall be settled by courts of competent jurisdiction in Bangalore.

- 8.1 Injunctive Relief; Consent to Jurisdiction. The Employee acknowledges and agrees that damages will not be an adequate remedy in the event of a breach of any of my obligations under this Agreement. The Employee therefore agrees that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction or other measures from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement.
- 8.2 Waiver. The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.
- 8.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors, executors,


administrators, heirs, representatives, and assigns, as the case may be, of the parties.

- 8.4 Headings. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.
- 8.5 Interpretation Unless the context requires otherwise, words of one gender shall have reference to words of all other genders and words in singular shall have reference to words in plural and vice versa.
- 8.6 Entire Agreement; Modifications. This Agreement contains the entire agreement between the Company and the Employee concerning the subject matter hereof and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings, and agreements, whether oral or written, respecting that subject matter. All modifications to this Agreement must be in writing and duly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below.

**Samsung R&D Institute India – Bangalore
Private Limited**

[EMPLOYEE]

Signature: 

Signature: _____

**Madhu Mohan Mulbagal Rathnaiah
Associate Director
Human Resources**

Name: **Meeshawn Marathe**
Date of Joining: **20-Sep-2021**
Gen. No: **21528402**