



Registered Address:
Fractal Analytics Pvt. Ltd.

Level 7, Commerz II,
Oberoi Garden City,
Western Express Highway,
Goregaon (E), Mumbai 400 063
Phone: +91 22 40675800
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CIN U72400MH2000PTC125369

December 14, 2023
DHARANI PRASAD

Offer of Appointment

Dear DHARANI

We are delighted to offer you the position of Engineer(Grade 8). The position is based out of our SEZ unit in Bengaluru and entails travel within and/or outside the country depending on project delivery requirements.

Your appointment is effective from the date of your joining which shall be on or before **January 03, 2024**.

People principles at Fractal

We believe that we are building a great organization, an institution that can stand the test of time, a place that is unusually honest, client and people focused, a place we can all be proud of having created. In our quest for excellence, we are governed by following people principle's in everything we do:

- We place extreme trust in one another.
- We believe in freedom - We respect the choices people make.
- We treat each other as we would like to be treated.
- Anyone can ask a straight question and expect a 100% honest answer.
- The content of our work is respectable no matter what it is-as long as the why and how are clear.
- Once a Fractalite, always a Fractalite.
- We hire for Fractal first and then for the appropriate role.

The overarching principle at Fractal is to do what's right for the client and Fractal. When in doubt, we choose client over Fractal, Fractal over any team within Fractal and any team in Fractal over self.

Other Terms and Conditions

1. Date of Appointment

Your appointment is effective from your Joining Date. On your Joining Date, you are requested to contact the HR Department to complete the joining formalities at:

Name & Number: Sakthi Kumar, 91 9042890128

Email: sakthi.kumar@fractal.ai

Address: 4th Floor, West Tower - Block 2A, Embassy Tech village, Near New Horizon College, Devarabesanahalli, Outer Ring Road, Bengaluru – 560103

2. Compensation

Your annual compensation on cost-to-company (CTC) basis is **INR 1,800,000**. As part of your annual compensation, you are eligible for a Committed pay of **INR 163,636** payable at the end of a financial year or as decided by the Company. Your annual compensation will be subject to statutory and other deductions as per company policies and practices.

For the purpose of this Agreement, Committed pay is defined as a yearly one-time payment for a relevant financial year provided you are an Active employee, as defined under Section 11 of the Agreement, on or before 31st March of such financial year. The details of your compensation break-up are provided in the attached Appendix – I. If you are otherwise an Active employee, the Committed Pay shall be pro-rated based on the number of days you have worked at Fractal until the 31st March of the relevant financial year.

3. Appraisal Cycle

Our performance appraisal follows the financial year period between (and including) 1st April of a calendar year and 31st March of the subsequent year. All who have joined the organization on or before November 30th, of the financial Year will be part of the appraisal process of that financial year.

Your annual increment, as applicable for a financial year will be pro-rated based on the number of days you have worked at Fractal, in that financial Year

4. Other Work

(a) This is a full time employment with the company. As an employee of the company you agree to devote your best efforts to further the best interests of the company. You shall devote yourself exclusively to the business and operations of the company. During your employment with the company, you will not, without the prior written approval from the HR department of the company, take up any other work, assignment or project for remuneration (part time or otherwise).

(b) Further, during your employment with the company, you will not, without the prior written approval from the HR department of the company, (i) take up any work, assignment or project on a pro bono basis (part time or otherwise)

or (ii) work in an advisory capacity or (iii) author any book or article or other publication or conduct any training, workshop or presentation.

The approval under (a) or (b) shall be granted at the absolute discretion of the HR department and on a case to case basis.

(c) If such work or assignment or project under (b) above: (i) applies or involves or uses, in any manner and to any extent, the know how or trade secrets, other intellectual property rights or the proprietary or confidential information of the company, or (ii) is defamatory for, or prejudicial to the interest of, the company, its management or any of its employees, then you will not be permitted to take up such work or assignment or project. The HR department shall determine whether such work or assignment or project is covered by (i) or (ii) above and such determination shall be final and binding on the employee

5. Confidential Information

You will protect confidential, proprietary and other information of the company, in accordance with the provisions of the non-disclosure agreement executed by you with the company ("**NDA**").

6. Conflict of Interest

It is intended to avoid conflict between your interest as an employee, and the interest of the company in dealing with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company. Further, if any conflict of interest does arise in future, you will promptly report the same to the APEX manager of your team and the HR department.

Without prejudice to the provisions of Clause 3 (Other Work), during your employment with the company, you will not engage in activity that:

- (a) conflicts with the company's business interests;
- (b) interferes with the proper and efficient performance of your duties in relation to the company, or
- (c) interferes with the independent exercise of your judgment in company's best interests.

Noted below are a few examples of conflict of interest:

(a) You or any dependent member of your family should not have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold on open market or the interest is not material.

(b) You or any dependent member of your family should not buy/sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any other company or individual that is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of the management.

(c) You are not to serve as an officer, director or in any other management capacity or as a consultant to any another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of the management of our company.

(d) You are not to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.

(e) You or any dependent member of your family should not accept commission, a share in profits or other payments, loans (other than with established banks or financial institutions), services, excessive entertainment and travel or gifts or more than nominal value from any individual or organization doing or seeking to do business with the company.

7. Non-Compete and Non – Solicitation

(a) Non-Compete - You agree and undertake that for a period of one (1) year from the Termination Date of your employment with the company in any manner whatsoever, you will not, directly or indirectly:

i) be concerned in any business or activities which competes with the business or activities of the company or any part thereof;

ii) become a partner, director, designated partner, manager, shareholder (holding more than (two per cent) 2% interest in the company), employee, secondee, consultant or agent in, of or to,

- (A) any past or present client of the company or its affiliates, if you were part of, involved in, assisting or advising on, or supervising or leading, any project, work, assignment or deliverable for such client, any time during the nine (9) months immediately preceding such Termination Date, or
- (B) any entity or individual/s (as applicable) involved in any business or activities which competes with the business or activities of the company or any part thereof.

(b) Non-Solicitation- You agree and undertake that for a period of one (1) year from the Termination Date of your employment with the company in any manner whatsoever, you will not, directly or indirectly:

i) interfere with, tender for, canvass, solicit or endeavor to entice away from the Company the business of any Person who was a customer, client or agent of or supplier to, or who had dealings with the Company;

ii) supply any product, carry out or undertake or provide any service to any Person who was a customer, client or agent of or supplier to or who had dealings with the Company;

iii) interfere or endeavor to interfere with the continuance of the provision of goods or services to the Company by any Person who was a supplier to the Company;

iv) be employed by, enter into partnership with, employ, attempt to employ or negotiate or arrange the employment or engagement by any other Person, of any Person who was part of the management of the Company, an employee employed in a skilled or managerial capacity of the Company; and

v) solicit, interfere with, tender for or endeavor to entice away from the Company any contract, project or business, or the renewal of any of them, of the Company which is in progress on the date of termination of the Company or negotiations for which are in progress on that day.

(c) You agree and acknowledge that:

- i) your obligations as set out in 6(a) and 6(b), above extend to you, acting not only on your own account but also on behalf of any other firm, company or other person or entity, and whether alone or jointly with any person, partner, director, designated partner, manager, shareholder (holding more than (two per cent) 2% interest in the company), employee, seconded, consultant or agent of any other person or entity and shall apply whether you act directly or indirectly; and
- ii) the restrictions contained above represent a partial restriction to work and do not violate your freedom to work and are considered by you to be reasonable in all circumstances.

8. Protection of Interest

You agree to abide by the terms of the NDA, inter alia, in relation to Inventions (as defined under the NDA) and protection of company's rights and interests in relation to such Inventions. The NDA will become applicable to you from the date of joining and you shall abide by its terms in the interest of the company.

Without prejudice to your obligations under this offer letter or the NDA, you further agree and undertake to refrain from disclosing or sharing the Inventions, any part thereof or any information in relation thereto, including the existence of such Invention, or any other information the disclosure of which might harm or destroy the competitive advantage of, or prejudice the business interests of the company.

9. Company's policies

By executing this offer letter, you also agree to be bound by the company's policies which are all available at the company's knowledge management portal: [Employee Handbook - HomeIndia \(sharepoint.com\)](#)(the "Company Policies") which may be updated from time to time. You will acquaint yourself with the terms and conditions contained in such Company Policies. If you have any questions on the meaning and/or implication of any of the terms and conditions contained therein, you may consult your manager, APEX manager or HR Business Partner in the company.

10. Leave

As a principle, the company does not account for leaves availed by you while at Fractal. The overall guideline is that you are permitted to take twenty-seven (27) days off per year on an average all-inclusive of vacation time as well as times of sickness or personal emergency.

The company may be required to record the number of leaves availed by you along with the duration of your employment with the company in order to fulfill any obligations towards you as per applicable employment statutes.

11. Notice Period

You are considered as an Active employee of Fractal until either you or the Company provides a written notice for termination to the other Party under this clause 11 or under clause 12.

Your employment can be terminated either by you or by the company with a 60 days' written notice or salary in lieu of shortfall for such notice period, at the discretion of your Manager or HR Business Partner. If the employment is being terminated pursuant to clause 12 (termination), then the Company agrees that, on your request, the notice period served by you could be extended by such period as mutually agreed provided that the total notice period will not exceed 60 days.

If the employment is being terminated pursuant to a resignation received from you, then you agree that on Company's request, the notice period served by you will stand extended by such period as the Company may deem

fit, provided that the total notice period will not exceed 60 days. The company may, at its sole discretion, relieve you before the expiry of the notice period served by you with salary in lieu of Thirty (30) days' notice period or the period of shortfall, whichever is less.

12. Termination

(a) Your employment shall terminate automatically upon you attaining the age of sixty (60) years; or upon death or Permanent Disability.

For the purpose of this offer letter, the term "Permanent Disability" shall mean incapacitation or impairment due to any accidental bodily injury, adverse sickness or fatal disease or any mental illness or disorder, continuing for more than one hundred and eighty (180) days (which need not be consecutive) in any twelve (12) month period which is certified as such by a qualified medical practitioner selected by the company.

(b) The company shall be entitled to terminate your employment on the following grounds by delivering a written notice of termination to you:

(i) If you fail, refuse or are unable to perform your duties or responsibilities or have been negligent, if there is a consistent lack of performance at your end, and/or you fail or refuse or are unable to meet the targets/goals/complete trainings prescribed for you by the company (in each instance, other than by reason of disability, incapacity or illness).

(ii) If you have committed any act or omission constituting misconduct.

(iii) If you have committed a breach or have violated any provision of this offer letter, NDA or the Company Policies, and have failed to remedy or cure such breach or violation on or before the expiry of the notice period set out in the termination notice from the company to you.

(iv) If you have been convicted by any court or authority for any crime punishable with fine and/or imprisonment, including misappropriation of funds or property of the company and/or its affiliates, theft or fraud.

(v) If you have committed any act or omission that has resulted or is likely to result in injury or reputational harm to the company and/or any of its affiliates.

Unless a separate review/disciplinary process is applicable as per applicable law, the company may refer any of occurrences referred to above to the internal review/disciplinary committee and the decision of such internal review/disciplinary committee shall be final and binding on you and the company. If the decision confirms the relevant occurrence, then the notice period as per this Clause 11 shall commence from the date of such decision.

Any termination of employment, whether by you or the company shall be effective from the date immediately succeeding the expiry of the applicable notice period ("**Termination Date**").

Notwithstanding anything to the contrary, where you have committed a misconduct and the same is brought on record with proof at an enquiry held for the purpose by the internal review committee, you will not be entitled to the notice or salary in lieu of such notice. For the purposes of this Clause 11, 'misconduct' shall include breach or violation of the Company Policies.

13. On Separation

On termination of your employment in any manner whatsoever, you will immediately handover before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects or records, any electronic gadgets including laptop, calculator, storage devices, etc., belonging to the company or relating to its business and shall not make or retain any copies of these items.

In case, you resign from your position at Fractal Analytics (company) within one (1) year of your Joining Date, you are required to return to the company, the total amount incurred for relocation assistance as well as the cost of initial accommodation (on actuals) incurred by the company for you as a part of the full and final settlement.

14. Background Verification Checks

You acknowledge that your particulars and credentials are important criteria on the basis of which the company has entered into this Agreement with you. By accepting this Agreement, you: (a) give your consent to the Company conducting verification checks on your particulars and credentials (whether by itself or through its service providers); and (b) authorise the Company to use your personal information (including any sensitive personal information) as necessary with respect to your employment and share it with the Company's service providers or the parties the Company deals with. You will promptly notify the Company of any changes or updates to your particulars and credentials. If the Company at any time becomes aware of any of your particulars or credentials not being valid or you are unable to furnish the credentials within a reasonable time period, the Company may at its sole discretion, consider your appointment void since its beginning in which case you shall return promptly on the Company's demand in full all payments the Company has made to you under the Agreement, forthwith terminate your employment and/or take such other lawful action as it may consider necessary. Further, even if this Agreement is treated as void, your employment is terminated and/or you pay all amounts demanded by the Company, the Company shall yet continue to have rights analogous to those set out in the NDA. Please bring the following documents, while reporting for duty:

1. Copies of certificates in support of your age, qualification and experience including degree mark sheet along with originals for verification.
2. Relieving letter from previous employer's and pay slip or salary certificate.
3. Copies of Permanent Account Number (PAN), passport and driving license, if any.
4. 2 latest stamp size (3cmsX3cms) color photographs of yourself with light blue color background and 2 stamp size photographs of your spouse and children, as applicable.

15. One-time relocation assistance (IF APPLICABLE)

As part of the offer, you will be eligible for a one-time relocation assistance as per the table below:

Sr. No.	Life Stage(Relocating with)	Amount(INR)	Please sign as per eligibility
1	Fractalite alone	Rs. 25,000	
2	Fractalite up to 2 Family members	Rs. 45,000	
3	Fractalite with 3 or more Family members	Rs. 60,000	

The above amounts indicate the maximum limit that can be claimed (as per actuals), any expenses beyond these will have to be borne by the Fractalite.

Coverage: The following expenses can be claimed under relocation:

- i. Air fare for self and family members.
- ii. Excess baggage.
- iii. Packing, transportation and insurance of personal goods (Vehicles included).
- iv. Broker Fees for Rental Accommodation (Any tax liability arising out of this amount will need to be settled by the employee).

All other expenses cannot be claimed under relocation and will need to be borne by the Fractalite, e.g.

- v. House lease security deposit / advance rent etc.
- vi. Settling down expenses like telephone / internet connection etc. incurred at the old or the new location etc.
- vii. School Admission Fees

You will also be provided accommodation at Company guest house/serviced apartment or hotel for the first two weeks (14 days) after joining.

In case, you resign from your position at Fractal Analytics within one year of continuous employment, you are required to return the total amount of relocation assistance as well as the cost of Initial accommodation (on actuals) as a part of the full and final settlement.

To confirm your acceptance to the terms & conditions of this agreement and your eligibility for joining and / or relocation bonus, please sign below and return to your recruiter.

Please sign and return a copy of this letter as a token of your acceptance of the offer.

Yours sincerely,
For Fractal Analytics Pvt. Limited



Rohini Singh

Chief People Officer

I accept the offer

Signature:

Name **DHARANI PRASAD**

APPENDIX – I: COMPENSATION

Description	Monthly Pay	Annual Pay
	(INR)	(INR)
A) Monthly Component		
Basic	67,281	807,382
House Rent Allowance (HRA)	33,640	403,691
Leave Travel Allowance ₁	1,250	15,000
Meal Vouchers ₂	1,100	13,200
Company's Contribution to PF	1,800	21,600
Special Allowance	31,290	375,491
Fixed Compensation	136,363	1,636,364
Committed Pay		163,636
Cost to Company (CTC)		1,800,000

Your Benefits package includes

Benefits	Coverage
Medical Insurance ₄	500,000
Personal Accident Insurance	3,350,000
Term Life Insurance	1,500,000
Free Meals & unlimited Snacks ₅	10,000

1. Payable as reimbursements*
 2. The meal vouchers are issued within a week from the date of processing payroll for each month and form part of monthly pay-check.
 3. **Committed Pay** is payable at the end of financial year
 4. The Group Medclaim is a family floater policy that gives flexibility in the usage of the cover amount as the entire amount can be utilized by either an individual or any member/s of the family (self, spouse, children - up to two & dependent parents). Details of the insurance scheme will be provided to you on the joining of the company.
 5. Catered Meals are provided*
 6. Gratuity will be paid as per the provisions of Gratuity Act, 1972
- * Subject to deductions as per the Income tax and other statutory deductions that may be applicable

For Fractal Analytics Pvt. Ltd.



Name: Rohini Singh

Chief People Officer

Signature:

Name DHARANI PRASAD

Date: _____

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is made as of the **January 03, 2024**, between Fractal Analytics Private Limited ("Company/Fractal"), and **DHARANI PRASAD** ("Employee").

WHEREAS, the Employee is employed as a **Engineer** with the Company, with effect from January 03, 2024, pursuant to the offer letter/employment agreement dated **December 14, 2023** [issued to/executed by] the Employee.

The Employee and the Company are desirous of recording additional terms of employment and have agreed to execute this Agreement, in supersession of the existing non-disclosure agreement, if any executed by the Employee with the Company. This Agreement is effective from the date of employment as per the offer letter/employment agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Confidentiality

Proprietary Information The Employee acknowledges and understands that the Employee will have access to such Proprietary Information solely as a byproduct of the Employee's employment with the Company. The Employee shall not, in any manner whatsoever, represent and/or claim that he/she has any interest by way of ownership, assignment or otherwise in the Proprietary Information (as further defined below). The Employee agrees that, at all times during the Employee's employment with the Company, and thereafter, and without regard to when or for what reasons such employment terminates, the Employee shall not disclose any such Proprietary Information to any person outside the Company or utilize such Proprietary Information to compete against the Company unless such disclosure is (1) necessary for the Employee to perform the Employee's duties as an employee of (and only while employed by) the Company, (2) in response to a valid subpoena or order by a court or other governmental body, or (3) otherwise required by law or regulation. In the event that the Employee receives a subpoena or similar demand to disclose Proprietary Information, the Employee shall promptly notify the Company. For purposes of this Agreement, "Proprietary Information" shall include, without limitation: (i) the details of any current or prospective clients, or suppliers, (ii) any and all books, notes, memoranda, records, correspondence, documents, computer and other discs and tapes, data listings, codes, designs, drawings and other documents and materials relating to the business of the Company; (iv) any information or document pertaining to financial, marketing, technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, know-how, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, business plans, strategies, customers and suppliers as well as software for business and professional use application programs, operating systems, internet websites or e-commerce solutions, books, discs, hardware and information for the microcomputer and internet marketplace used by the Employee in the course of his employment with the Company; and (v) any other non-public information gained in relation to the Company or its affiliates in the course of the Employee's employment with the Company/such affiliate. Proprietary Information shall not include information that is or becomes part of the public domain other than directly or indirectly, through the breach of this Agreement.

a) Property: The Employee agrees that on request by the Company or on termination of the Employee's employment with the Company, the Employee will immediately deliver to the Company all tangible property that embodies or contains any Proprietary Information.

b) Non-disclosure to the Company: The Employee represents and warrants that the Employee has not disclosed and will not disclose to the Company any trade secrets or other confidential or proprietary information that may not

lawfully be so disclosed by the Employee, by virtue of the ownership of the same by another person or entity or otherwise.

c) **Confidential Information of Third Parties:** The Employee acknowledges and understands that, in dealing with third parties with which the Company has business relations or potential business relations subject to the Company's agreement to maintain the confidentiality thereof. The Employee shall not do any act or omission which results in the Company being in a breach or violation of the terms of such confidentiality provisions.

2. Work Made for Hire

The Employee and the Company agree that the Employee may make inventions or create other Intellectual Property (as further defined below) solely in the course of the Employee's duties and agree that in this respect the Employee has a special responsibility to further the interests of the Company.

a) "Intellectual Property" shall include, without limitation: all registered or unregistered patents, registered designs, trade marks and service marks, copyrights, design rights, database rights and similar proprietary rights and including (without limitation) all such rights in materials, works, prototypes, inventions, discoveries, techniques, computer programs, source codes, data, technical, commercial or confidential information, trading, business or brand names, goodwill or the style of presentation of the goods or services or any improvement of any of the foregoing and the right to apply for registration or protection of any of them and in existing applications for the protection of any of the above.

b) Any invention, discoveries, improvement, design, process, information, copyright work, computer program, developments, improvements, copyrightable material, trade mark, trade name or get-up, work or other output made, created or discovered by the Employee in the course of his/her employment with the Company and during working hours, in conjunction with or in any way affecting or relating to the business of the Company, or capable of being used or adapted for use in or in connection with such business, together with all Intellectual Property subsisting therein, (the "Intellectual Property Rights") shall be disclosed immediately to the Company and shall, to the fullest extent permitted by applicable law, be deemed "work made for hire" and belong to and be the absolute property of the Company, and the Employee hereby assigns to the Company with full title guarantee and by way of present assignment of future rights, all such Intellectual Property capable of assignment by way of present assignment of future rights, which may fall within the definition of the Intellectual Property Rights absolutely for the full term of those rights. If in the course of Employee's employment at Fractal, Employee use in or incorporate into a Fractal product, program, process or machine, and invention owned by him/her or which Employee has an interest, Fractal is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use/modify, alter and sell that invention without restriction as to the extent of Employee's ownership or interest. Employee hereby assigns exclusively to Fractal all his/her right, title and interest in and to any all Intellectual Property Rights that Employee solely or jointly may conceive, write, encode, develop, or reduce to practice during the period of Employee's employment at Fractal. Employee will make prompt and full disclosure to Fractal of any Intellectual Property Rights, and if for any reason the assignment pursuant to this clause is not effective, will hold all such Intellectual Property Rights in trust for the sole benefit of Fractal. Employee hereby waives and quits claim to Fractal, any and all claims of any nature whatsoever that Employee now or hereafter may have for infringement of any patent resulting from any patent applications for any Intellectual Property Rights so assigned to Fractal.

c) If and whenever required so to do by the Company, the Employee shall at the expense of the Company and in furtherance of its obligations under (b) above: (i) apply with or join the Company in applying for Indian or foreign patent or copyright or any other protection or registration in India or the United States and/or in any other part of the world for any Intellectual Property Rights; and (ii) execute all instruments and do all things necessary for vesting all Intellectual Property Rights (including such patent or other protection or registration when so obtained) and all right, title and interest to and in them absolutely, with full title guarantee and as sole beneficial owner, in the Company.

d) The Employee irrevocably and unconditionally waives all rights under any applicable law respecting copyright, in connection with the Employee's authorship of any existing or future copyright work in the course of his employment with the Company, in whatever part of the world such rights may be enforceable and Employee hereby irrevocably

designates and appoint Fractal and its duly authorized officers and agents as my agent and attorney in fact, to act for Employee and in his/her behalf and stead, to execute and file any prosecution and issuance of Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by Employee. Employee will testify at Fractal request and expense in any interference, litigation or other legal proceeding that may arise during or after his/her employment.

e) The Employee irrevocably appoints the Company to be the Employee's attorney in the Employee's name and on the Employee's behalf to execute any such instrument or do any such thing and generally to use the Employee's name for the purpose of giving to the Company the full benefits of this Section. A certificate in writing in favor of any third party signed by any director or by the Secretary of the Company that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case.

f) Attached hereto is a list describing all inventions belonging to the Employee and made by the Employee prior to his/her employment with the Company, if any, and which the Employee wishes to have excluded from this Agreement. If not such list is attached, the Employee represents that there are no such inventions. If in the course of his/her employment at the Company, the Employee uses in or incorporates into a Company's product, program, process or machine, and invention owned by the Employee or which the Employee has an interest, the Company is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of his/her ownership or interest.

3. Authorization to Collect Personal Information Employee understands that he/she has the right to request in writing, to review the complete record of his/her Personal Information. Employee may request that inaccurate or incomplete Personal Information be corrected or amended. Fractal has the right to provide the Personal Information to any company, body corporate or a person located within India or outside that ensures the same level of data protection that is adhered to by Fractal, for lawful employment purposes. Employee also understands that he/she has the option of not providing any Personal Information to Fractal or withdraw consent to the use of Personal Information by giving a written withdrawal request to Fractal. In the event of Employee not providing Personal Information or withdrawing his/her consent, Fractal has the right to revoke services offered or provided to the Employee. Fractal has reasonably set in place appropriate safeguards and procedures to protect Personal Information of its employees. Employee understands that he/she may contact the concerned person from Human Resource/Capital department of Fractal or the concerned Grievance Officer of Fractal, if so appointed by Fractal, to register complaints, to submit access requests, or to address any other issues arising under this Agreement. Fractal will investigate and attempt to resolve any complaint or dispute regarding its use and disclosure of Personal Information in accordance with this Agreement, within thirty (30) days from the date of receipt of complaint or dispute. "Personal information" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.

4. Prior Employer Information Employee agrees that during Employee's employment at Fractal, he/she will not use improperly or disclose any confidential or Proprietary Information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and he/she will not bring onto the premises of Fractal, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. Employee will not violate any non-disclosure or proprietary rights agreement he/she might have signed in connection with any such person or entity.

5. Personal property Employee agrees that Fractal will not be responsible for loss, disappearance, or damage to personal property on Fractal premises, or if applicable, on residential premises subsidized by Fractal (including apartments or temporary housing). Employee hereby releases, discharges and holds Fractal harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

6. Assignment; Successors and Assigns: Neither the Company nor the Employee may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other party.

7. Severability: If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court or arbitrator of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event that any portion or provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be unenforceable by reason of excessive scope as to geographic, temporal or functional coverage, such provision will be deemed to extend only over the maximum geographic, temporal and functional scope as to which it may be enforceable.

8. Survival: The provisions of Sections 1, 2, 3, 4, 5, 6, 10, 11, 13 and 14 of this Agreement shall survive the termination of this Agreement and/or the termination of the Employee's employment with the Company together with such provisions which expressly or by implication will survive termination of this Agreement.

9. Waiver: No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

10. Notices: Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Employee at the last address the Employee has filed in writing with the Company or, in the case of the Company, at the Company's main offices, to the attention of the Board. Notices hereunder shall be effective on the date of delivery in person or by courier or three (3) days after the date mailed.

11. Governing Law and Jurisdiction: This Agreement shall be construed under and be governed in all respects by laws of India. The parties hereby consent to the exclusive jurisdiction of the courts of Mumbai.

12. Counterparts: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford Fractal the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party, the terms and conditions of this Agreement shall survive termination of Employee's employment.

13. Equitable relief: Employee acknowledges that any violation by him/her under this Agreement, and/or any obligation of like nature, will cause irreparable injury to Fractal, and Fractal shall be entitled to extraordinary relief in any court in India, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

14. Attorney fees: If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first above written.

For Fractal Analytics Private Limited

Employee


Signature

Name: Rohini Singh

Title: Chief People Officer

Place : Mumbai

Date: December 14, 2023

I accept the offer

Signature:

Name DHARANI PRASAD