

CATBUS INFOLABS PRIVATE LIMITED

CIN: U74900KA2014PTC074571

Name : **Prasanna Krishna**

Location : **Bangalore**

Date of joining : **02 Jan, 2023**

Dear Prasanna Krishna,

On behalf of **Catbus Infolabs Private Limited (Company)**, we are delighted to offer you the position of **"MTS 3"** with **Annual Cost-To-Company of INR 27,00,000.00** of which **INR 24,90,912 is fixed and INR 1,87,488 is variable** (see Annexure 1 for further details). All payments made to you shall be subject to applicable tax and other statutory deductions.

The Terms and Conditions of your employment is as follows:

- a)** You will be on probation for a period of **"6 Months"** from the date of joining. The Probation Period may be extended at the sole discretion of the Company. If the Company is of the opinion that you have satisfactorily performed and are suitable to your role, then at the end of the Probation Period (or at the end of any extensions) you will be issued a letter confirming your employment. Unless such letter/written confirmation is issued, your Probation Period shall be deemed to continue. During the Probation Period, your services can be terminated by either you or the Company giving the other "15 Days" notice in writing.
- b)** You shall be required to carry out all duties that are normally associated with employment in the Company. Your principal place of work shall be **Bangalore**. You agree to comply with the Company's sole decision should it consider it necessary or appropriate to relocate or require you to travel to other locations (in India or abroad), or to change your job title, reporting relationship, job duties and responsibilities, the legal entity that will employ you and the place of work/jurisdiction where you are expected to perform duties (despite location of your residence) on the basis of your performance or the Company's business requirements. Any such change shall not be deemed to violate the terms of this offer letter or constitute any basis for constructive or involuntary termination of employment, provided your base salary is not reduced and other remuneration for services rendered to the Company is not substantially reduced.
- c)** You shall devote your whole time, energy, and ability to the services of the Company. While in service of the Company, you shall not enter the employment of or director/indirectly act as an advisor or consultant to any other person, firm, or company or be interested directly or indirectly in any business or concern whatsoever.
- d)** You shall not disclose your compensation details, either directly or indirectly to any other employee of the Company, as the same will have to be treated in strict confidence. You shall not directly or indirectly, endeavor to access the compensation details of any other employee of the Company.
- e)** You shall also not, compete, directly or indirectly with, or own, manage, operate, control or participate in or be connected with the ownership, management, operation, or control of any business that is similar to or in competition with the business of the Company or any parent company of the Company during employment and for a minimum period of **2 years** after severance of services and being relieved by the Company.
- f)** You agree and acknowledge that the Company may, subject to applicable laws, at any time during the term of employment or cessation thereof, deduct from your salary, or final settlement, any amounts owed by you, including

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but not limited to, any outstanding loans, advances, overpayments or costs incurred by the Company due to any damage or loss to Company property, etc. caused by you.

g) This appointment is subject to you being medically, physically, and mentally being fit. The continuance in your employment will also be subject to your remaining fit. The Company may require you to undergo a medical examination from time to time and submit a medical report certifying your fitness in performing your duties and obligations in relation to your employment.

h) If you are at any time guilty of "misconduct" (as defined in Annexure 2 hereto), breach the terms of this offer letter or any of the Company's policies, or refuse or willfully neglect to perform your duties to the satisfaction of the Company, then notwithstanding any provision of this offer letter, the Company may at once, without any previous notice, terminate your appointment.

i) The validity of the Offer letter is conditional on completion of the background check and document checks conducted by the Company or its authorized vendors. In case there is any false / incorrect / discrepancy found in these checks / documents then the Company has the right to revoke the offer made or terminate the employment without any prior notice or payment of salary as the same would be considered as a breach this offer letter.

j) Post the Probation period, -

- you may resign from your employment for any reason whatsoever by providing 60 Days advance written notice to the Company. The Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu of the notice. Any resignation would have to be accepted by the Company to become effective. Once accepted, the resignation cannot be withdrawn by you without the express consent of the Company. If you do not serve your notice period (either partially or in full), you agree that the Company can withhold the full and final settlement and relieving documents.
- the Company will be entitled to terminate your employment at any time by giving you 60 Days prior written notice or payment in lieu thereof. You agree and accept that any statutory or other 'last in, first out' rule or any modification thereof (if applicable) shall not apply in the event of termination of your employment for any reason whatsoever.

Under this clause, if the Company terminates your employment or you resign, the Company may require you to absent yourself from its premise on garden leave and not participate in the working of the Company during the unexpired portion of the notice period. During such garden leave the Company may require you to have no contact with all or any of the Company's agents, employees, customers, clients, distributors, and suppliers.

k) The Company reserves all rights to, at its sole discretion, amend, withdraw, suspend, terminate or modify its policy on payment of annual variable pay. Further, by signing this offer letter, you agree that the annual variable component shall not be construed as 'wages' for the purpose of any payments or contributions under any law or contract.

l) The Company shall in accordance with the applicable laws, seek and obtain additional details from the employees, either during the time of appointment or at such other intervals as deemed fit by the Company. The Company shall store this information in such place and in such manner and further, the Company shall utilize such information in the best interest of the Company which shall be in accordance with the privacy policy of the Company and other applicable laws. Notwithstanding the above, any changes made in the applicable law by way of a notification in the official gazette by the central or state government, the provisions of this clause shall stand suitably amended to be read in line with such law, and in the event, this clause is contrary to such law, the portion of this clause which is contradictory to such law, shall be eclipsed accordingly and the remaining part of this clause shall operate accordingly.

m) You consent to the Company collecting, processing, and handling your data, including personal and sensitive

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personal data, for legal, personnel, administrative, and management purposes. You further consent to the Company transferring such data to its affiliates or service providers for legitimate business reasons, including but not limited to payroll processing, insurance benefits, etc. Further, you hereby confirm that you have read and understood the Company's data protection policy and that you will comply with such policy when processing personal data in the course of employment including personal data relating to any employee, customer, client, supplier, or agent of the Company or any group company.

n) You agree that the Company may use various modes to ensure that the internet, email facilities, and other communication systems provided by the Company are used in an appropriate manner. These may include the scanning, reading, inspection, scrutiny of emails sent and received, and websites visited/created by you. You acknowledge that you do not have any expectation of privacy when using the Company's resources. For the avoidance of doubt, and for the limited purpose of safeguarding the Company's confidential and proprietary information, the Company shall have the right to monitor any personal e-mail or social media forum that may be accessible to you from the Company. The Company also reserves the right to monitor its employees using various security measures (including closed-circuit television systems) which may be installed on its premises overtly/ covertly to ensure that employees do not participate in activities that could be prejudicial to its business interests or which could bring it into disrepute

o) You shall, at all times during the course of your employment in the Company (and even after the termination of your employment) agree to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of your acts or omissions during the course of your employment with the Company, including making representations or commitment for or on behalf of the Company without obtaining prior written permission or pledge the credit of the Company (including by way of implication).

p) You agree to sign the Confidentiality Agreement and the Employee Invention Assignment Agreement on or after the date of joining, as required by the Company.

q) If any provision of this offer letter is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision of this offer letter shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

r) All the above terms and conditions are subject to change and can be revised at the discretion of the Company. Your contract of employment with the Company consists of terms and conditions within this offer and any company policies that may exist from time to time. You shall, at all times, be subject to and bound by the policies, rules, and regulations of the Company as may be updated from time to time unilaterally by the Company or as may be brought to your notice by the Company. This offer letter replaces any other written or verbal offers, understanding, or contracts.

s) This Offer Letter shall be governed by and construed in accordance with the laws of India. The courts at Bangalore shall have exclusive jurisdiction over all disputes relating to your employment or claims between you and the Company under this Offer Letter.

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Your date of joining will be **02 Jan, 2023** or such other date as may be communicated to you by the Company and this offer is valid for the next 48 hours.

We take pleasure in welcoming you to Blowhorn for an exciting and rewarding career ahead!

Sincerely,

For and on behalf of Catbus Infolabs Private Limited,

(This is a system-generated letter and does not need a signature)

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Annexure 1:

Payment Schedule

EARNINGS	MONTHLY	YEARLY
Basic	90,000.00	10,80,000.00
Food Coupon	1,100.00	13,200.00
HRA	36,000.00	4,32,000.00
Phone and Mobile	1,000.00	12,000.00
LTA	7,500.00	90,000.00
AIP***	15,624.00	1,87,488.00
Special Allowance	71,976.00	8,63,712.00
SUB TOTAL	2,23,200.00	26,78,400.00
PF - Employer	1,800.00	21,600.00
TOTAL	2,25,000.00	27,00,000.00

Note:

* The AIP Component shown in the above annexure is an incentive or variable that may be payable quarterly based on the employee's performance review. It is payable solely at the discretion of the Company. Only full-time employees who are **(1)** employed on the Company's payroll on the date of payment, and **(2)** not serving their notice period on such date (whether such notice is served by the employee or by the Company), shall be eligible to receive the incentive. The payment, if made, shall be prorated from the joining date. The Company reserves its rights to, at its sole discretion, withdraw or suspend the bonus incentive scheme, amend the terms of the scheme, determine and/or modify the eligibility conditions, opt to not make the payment to any employee, etc. Payment of the variable component/incentive in one year does not guarantee or create a right to receive such payment in subsequent years. No employee, current or former, is contractually guaranteed the variable component. The amount, if any, paid as the variable component shall not be considered as 'wages' for any purpose and thus, it shall not be included in the calculation of any statutory or contractual payment/contribution.

** The Employers PF contribution is a maximum of INR 21,600/annum. For monthly basic salary less than INR 15000, PF is calculated at 12% of monthly basic. For monthly basic salary greater than INR 15000, PF is a maximum of INR 1800 per month.

*** All payments due to you shall be subject to deductions as per applicable law (including income tax, professional tax, PF & ESI).

**** Employee Medical Insurance and Employee Accident Insurance benefit is over and above the CTC offered. The time period to include each employee under the Insurance policy is 4 weeks from the joining date. Any claim arising

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within the above time frame will not be covered.

Further, you shall be solely liable for your personal tax liabilities and the Company makes no assurances that the remuneration has been structured in the most tax-efficient manner or tax treatment applicable to certain emoluments, allowances or benefits will continue for the entire term of employment. The salary shall be paid in accordance with the Company's normal payroll practices. The breakdown of the salary may need to be revised from time to time in keeping with regulatory developments or otherwise, and the Company will not be liable for any additional tax liability due to such revisions.

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Annexure 2:

List of Misconduct

Misconduct, in relation to your employment with the Company, includes but is not limited to:

- (i) committing a serious or persistent breach or non-observance of the terms of this offer letter, or failing to comply with any written policy, common practice or procedure at the Company, or breach of the or certified standing orders (if any) obtained by the Company;
- (ii) committing an act of fraud or theft from Company, or any act of misappropriation or dishonesty in respect of the Company's property or business;
- (iii) refusing or neglecting to comply with any lawful and reasonable direction given to you by your direct superior or management.
- (iv) being convicted of an indictable offense punishable by a term of imprisonment, including moral turpitude.
- (v) acting in any way that damages the reputation of the Company or the group companies, or breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations, or business of the Company or the group companies;
- (vi) striking work or inciting others to strike work in contravention of any law or rules thereof;
- (vii) threatening, abusing, or assaulting the employees of the Company, inattention or negligence in the performance of duties and obligations in connection with your employment;
- (viii) riotous or disorderly behavior during working hours at the Company or any act which is not in discipline in accordance with the Company, including willful damage to the Company property;
- (ix) commission of any act not in conformity with discipline or good behavior or acceptance or offering of illegal gratification;
- (x) being under the influence of alcohol or non-prescriptive drugs while at work.
- (xi) unethical business conduct;
- (xii) habitual unauthorized absence or unauthorized absence for a period exceeding 8 days;
- (xiii) any form of harassment, including sexual harassment while employed with the Company;
- (xiv) habitual neglect of work;
- (xv) unauthorized disclosure of any Confidential Information of the Company
- (xvi) breach of the terms of this offer letter (including the Confidentiality Agreement and the Employee Invention Assignment Agreement) and/or any Company or group company policies, rules, regulations or their Code of Conduct; and
- (xvii) any other conduct considered to be serious and willful misconduct, Company may terminate your employment immediately and without notice.

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