



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

April 18, 2024  
Priyansh NA  
Pune

Dear Priyansh,

It was a pleasure interacting with you and we are pleased to offer you Internship with Fractal Analytics, India. The position is based in **Mumbai** and entails travel within and/or outside the country depending on project delivery requirements.

This assignment will commence from **May 16, 2024** to **July 16, 2024**. You will be entitled to a stipend of **INR ₹30,000.00** per month.

We trust that this exposure will be beneficial to you in your career and will be a great learning experience.

For Fractal Analytics Pvt. Ltd.

Rohini Singh  
Chief People Officer

I have read and accept this employment offer

Signature: Priyansh  
Priyansh (A27 53, 2024 12-03 GMT+5.5)

Priyansh NA

## **NON-DISCLOSURE AGREEMENT**

This non-disclosure agreement ("Agreement") is made as of the **May 16, 2024**, between Fractal Analytics Private Limited ("Company/Fractal"), and **Priyansh NA** ("Employee").

WHEREAS, the Employee is employed as a **Project Intern** with the Company, with effect from May 16, 2024, pursuant to the offer letter/employment agreement dated **April 18, 2024** [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.

## **1. 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 appoints 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.

**2. 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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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 Priyansh NA



Name: Rohini Singh

Title: Chief People Officer

Place

Date

Signature: Priyansh  
Priyansh (pqr 25, 2024 12:03 GMT+5.5)

Place

Date