

EMPLOYMENT AGREEMENT

THE UNDERSIGNED:

1. the private limited company according to Dutch law **Infinicon Technologies Holding B.V.**, having its registered office in 3011 AA Rotterdam, WTC Rotterdam, Beursplein 37, represented in the present matter according to law by Mr. A Brandstetter and Mr. Pieter Hattink, hereinafter referred to as: "Employer";

and:

2. **Mr. Radha Bhagath Rao Talluri**, date of birth August 08, 1988, residing at MB-128, Writer Basthi, Opposite K.C.D.A. club, Kothagudem, Bhadrachali, Kothagudem District, Telangana - 507101 India, hereinafter referred to as: "Employee".


Hereinafter referred to jointly as: "Parties".

HAVE AGREED AND DO AGREE AS FOLLOWS:

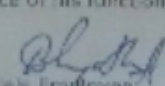
1. Employment agreement

- 1.1. The Employee shall enter into employment with the Employer as of **January 15, 2022**, in the position of **Senior Staff Engineer RF Designer**.
- 1.2. The Employee is in duty bound to act as a good employee. The Employee undertakes to perform the agreed work to the best of his ability and thereby to behave according to the directions and instructions issued to him by or on behalf of the Employer.
- 1.3. The Employee also undertakes to perform work other than the activities set down in the appendix to this employment agreement and/or to undertake a different function insofar as such may reasonably be required of the Employee and that the said activities are related to the Employer's business.
- 1.4. The Employee undertakes to notify changes in his personal status to the Employer in good time insofar as the said changes may reasonably be relevant to the Employer.
- 1.5. The Employee declares that upon entering into employment with and/or in the performance of his function for the Employer he is not hampered by a non-competition and/or solicitation clause imposed by one of his previous employers.
- 1.6. The Employee declares that he is not affected by any medical condition that might impede the satisfactory performance of his function.

Initials Employer:

AB 

Initials Employee:



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
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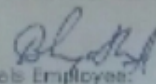
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- 1.6. The Employee declares that he is not affected by any medical condition that might impede the satisfactory performance of his function.

Initials Employer:

AB 

Initials Employee:



2. Duration, probationary period and termination

- 2.1. The employment agreement is entered into for an indefinite period of time.
- 2.2. The probationary period shall be two months.
- 2.3. The present employment agreement may be terminated by either party at the end of a calendar month in compliance with the appropriate statutory period of notice as set down in article 7:672 of the Dutch Civil Code (Burgerlijk Wetboek).

3. Working hours, working times and location

- 3.1. The working week shall last 40 hours.
- 3.2. The Employer is entitled unilaterally to change the Employee's location insofar as such may reasonably be demanded of the Employee. On request Employee can be held to work out of and/or attend meetings in the office of Employer in Rotterdam.
- 3.3. Employee may be required to travel in The Netherlands or international for the purpose of performing his duties.

4. Salary

- 4.1. Upon commencement of the employment, the Employee's monthly salary shall be **EUR 7,000.00 gross** inclusive of holiday allowance. The Employer shall pay the Employee's salary at the end of every month, with due account taken of all statutory deductions.
- 4.2. An incentive of **EUR 7,000.00 gross**, based on annual objectives, will be paid to the Employee for 100% achievement of the Employees' objectives on the fiscal year of the Employer (always starting October 1 of the calendar year). The calculation of the incentive and conditions of payment are defined in the respective policy of the Employer (Infineon Annual Success Bonus Guideline). The bonus mentioned above is the amount (for 100% achievement of the Employees' objectives) for being in service during the full fiscal year and is calculated pro rata when in service for less than a year.
- 4.3. The Employee shall receive a sign on bonus in the amount of **EUR 3,500.00 gross** in January 2022. In the event that the employment relationship ends prior to 15th of January 2023 because of notice of termination given by the Employee or because of notice of termination given by Infineon for a reason for which the Employee is responsible, the Employee shall be under an obligation to pay back the above-mentioned sign on bonus. In respect of each full month for which the employment relationship subsists Infineon shall waive 1/12 of the repayment debt. As 'termination for a reason for which the Employee is responsible', as mentioned above, can be considered termination due to an urgent cause (dringende reden), termination during the probationary period and termination by the subdistrict court as referred to in art. 7:671b Dutch Civil Code.
- 4.4. In addition the Employee shall receive an additional sign on bonus in the amount of **EUR 3,500.00 gross** in January 2023. In the event that the

Initials Employer: *AB*

[Signature]
Initials Employee:

employment relationship ends prior to 15th of January 2024 because of notice of termination given by the Employee or because of notice of termination given by Infineon for a reason for which the Employee is responsible, the Employee shall be under an obligation to pay back the above-mentioned sign on bonus. In respect of each full month for which the employment relationship subsists Infineon shall waive 1/12 of the repayment debt. As 'termination for a reason for which the Employee is responsible', as mentioned above, can be considered termination due to an urgent cause (dringende reden), termination during the probationary period and termination by sub district court order as referred to in art. 7:671b Dutch Civil Code.

5. Overtime

5.1. The Employee is required to work overtime where such is necessary to the satisfactory performance of his job. The Employee is also required to work overtime within reasonable limits as requested by the Employer.

5.2. In view of the nature of the position, compensation for overtime is expressly regarded as included in the salary named in article 4.1 of this agreement.

6. Holidays

6.1. The Employee is entitled to 25 days' holiday in a calendar year (based on a full-time appointment) or a pro rata proportion where the present employment agreement has not existed for an entire calendar year.

6.2. Holiday(s) must be taken in consultation with the Employer. The Employer may withdraw holiday days already granted, as business conditions may require and as provided by Dutch law. The Employer shall compensate the Employee for any damage suffered thereby.

6.3. Holidays must be taken in the calendar year in which they are accrued. If they are not taken before 1 July of the year after the calendar year in which they are accrued, then all statutory holiday days shall lapse.

7. Office and communication equipment

The Employer will provide necessary information and communication equipment which is judged necessary by the Employer to execute the duties of the Employee if based at home. Expenses, made by the Employee, incurred in the interest of the Employer for office furniture if based at home up to a maximum amount of EUR 300.00 shall be reimbursed upon presentation of original receipts.

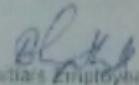
8. Pension

The Employer shall pay 53% of the premiums of the pension plan of the Employee. The Employee shall be included in the pension plan of the Employer.

9. Illness and invalidity

9.1. Should the Employee not be in condition to perform his duties due to illness or invalidity, the Employee must report sick to his immediate superior or

Initials Employer: AB

Initials Employee: 

deputy superior as soon as possible and in any case before 09:00 on the first day of illness, with notification of the Employee's residential or care address.

9.2. The Employee is committed to cooperate fully to the speediest possible reintegration and in this respect to strictly follow Employer's instructions and/or instructions given by third parties, such as the Arbo service and Company doctor.

9.3. If the Employer so requires, the Employee is obligated to cooperate fully in any investigation by the company doctor or employment expert and always to comply with reasonable instructions from the Employer and/or the company doctor or employment expert.

9.4. The Employee shall notify the Employer as soon as the Employee is able to resume his activities after an illness.

10. Salary payment during illness

10.1. In case of illness the Employer shall pay 100% salary plus holiday allowance for a period of 52 weeks counted from the first day of illness. In the period from 52 weeks up to and including 154 weeks of illness the Employer shall pay 70% of the salary and holiday allowance, all inasmuch and insofar as the Employer is obligated to pay under the provisions of paras. 3-7 and 9, article 7:625 of the Civil Code.

10.2. Should the Employer for what appear to him sound reasons decide to depart in the Employee's favour from the provisions set down in article 9.1, then no obligation shall be attached and no future rights may be derived therefrom.

10.3. In departure from the provisions of article 10.1 of the present agreement, the Employer shall pay only 70% of the salary for as long as the invalidity persists, wherever the invalidity is the result of the Employee's own fault or contributory negligence, including but not limited to the consequences of:

- a. plastic surgery without medical necessity;
- b. driving under the influence of alcohol and/or drugs.

10.4. Should the Employee be prevented from working as a result of an accident on grounds of which rights may be asserted on the Employee's behalf against third parties, the Employee shall provide the Employer with all relevant information of which he is aware in order to exercise the right of recourse set down in article 6:107a of the Civil Code.

11. Post-contractual re-integration

11.1. If upon termination of the employment agreement the Employee is unfit for work as a result of illness and qualifies for benefit payments under the [Illness Act (Ziektewet)] or WIA/WGA Acts, the Employee shall comply strictly with such instructions and guidance as may be issued for illness and invalidity by or on behalf of the Employment and Benefits Agency (UWV). The Employee must also actively collaborate in his recovery and resumption of work, inter alia by performing appropriate work if offered, making adequate attempts to find appropriate work, and making no demands in respect of work to be performed such as may hinder the acceptance or

Initials Employer: AB

Initials Employee: 

acquisition of appropriate work. The Employee is obligated to report monthly to the Employer in respect of appropriate activities undertaken and also immediately to notify the Employer in writing in case of resumption, revision or termination of sickness benefit with reasons therefor. These obligations shall also apply in the situation where the Employee reports sick within four weeks of termination of the employment agreement. In this case the Employee is also obligated to notify the Employer immediately he reports sick. These obligations shall remain in force for as long as the Employee remains unfit for work and is in receipt of a benefit under the *Business Act*, *WIA* or *WGA*. These obligations shall terminate as soon as the Employee has completely recovered unless the employee should once again become unfit for work within four weeks of reporting his recovery.

- 11.2. Should the Employee fail to comply with any of the obligations set down in para 1 above then he shall be liable to the Employer immediately and without further reminder or notice of liability or intercession by the Courts for a penalty payable on demand of EUR 5,000.00 for each violation as well as the sum of EUR 500.00 for every day (including part days) that the said violation persists. Said penalty is payable directly to the Employer and is to his benefit. Here the Parties expressly depart from article 7:650, third para of the Civil Code. Said penalty does not affect the Employer's right to demand compliance and to claim full compensation instead of the penalty.

12. Education and training

The Employee states his willingness to participate in courses, training, and other forms of education, which in the judgement of the Employer are important for the performance of the work or the employee's employability. The costs of such education shall be borne by the Employer with the provision that the time taken up by education and training courses shall not be compensated, even insofar as they take place outside normal working hours. Before allowing the Employee to participate in any form of education the Employer may be required to agree to a study agreement.

13. Intellectual and industrial property rights

- 13.1. During the term of this employment agreement and within a period of two years thereafter, all rights, including intellectual and/or industrial property rights, to any product, work, creation and/or performance ("objects"), among others inventions, models, databases, trademarks, trade names, designs, computer programs, which the Employee, independently or in co-operation, has made, created or invented, belong to the Employer, no matter whether the objects of intellectual and/or industrial property rights have been created during or outside working hours and irrespective of the nature of this employment agreement.
- 13.2. The Employee has no right to have his name noted in connection with the intellectual and/or industrial property rights except for circumstances as provided for in Article 14 of The Dutch Patent Act 1995. The Employee renounces and waives all possible moral rights provided for in article 25 of the Copyright Act 1912, in so far as the Act permits such renouncement and waiver.

Initials Employer: AB

Initials Employee: 

13.3. The Employee shall inform the Employer immediately if he has made, created or invented an object of intellectual or industrial property rights. If needed and pursuant to the request of Employer, the Employee shall immediately transfer the intellectual and/or industrial property rights to the Employer.

13.4. The Employee shall take all measures that are necessary or desirable to ensure the appropriate form of protection for the intellectual and/or industrial property rights. In case protection of the intellectual and/or industrial property rights has to be established by a filing procedure or request procedure, such procedure shall be carried out exclusively, if possible, on behalf and for the benefit of the Employer. The Employee shall also assist the Employer, if needed in any dispute relating to the objects.

13.5. The Employee acknowledges that his salary, provided for in article 4.1, includes compensation for any loss of intellectual and/or industrial property rights.

14. Confidentiality

14.1. The Employee shall treat as confidential all details of the Employer's business and/or its affiliated companies, including but not limited to technical data, trade secrets or know-how, from which information and details the Employee knows or should be able to realise these are of a confidential nature.

14.2. The Employee is prohibited from making any announcement, whether during his employment or after termination thereof, in any manner, directly or indirectly to third parties, no matter in what form or what capacity, about or in relation to the Employer's business or related businesses.


14.3. Failure by the Employee to comply with the provisions of paras 1 and 2 immediately above can constitute an urgent reason for immediate dismissal without notice.

15. Ban on Recruitment

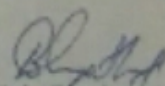
15.1. Neither during the term of the employment agreement nor for a period of one (1) year after the termination thereof may the Employee, without the Employer's written consent, directly or indirectly induce employees of the Employer or of a company affiliated with it to terminate their employment agreements, in order to compete in any way whatsoever with the Employer or a company affiliated with it.

15.2. Without the Employer's written consent, the Employee may not, either during the term of the employment agreement or for a period of one (1) year after termination of the employment agreement, directly or indirectly hire individuals or have them hired, offer or negotiate employment agreements or have them offered or negotiated, or conclude agreements in any other manner with regard to the performance of work, with individuals who are on the payroll of the Employer or of a company affiliated with it or who were so during the Employee's employment with the Employer or a company affiliated with it.

Initials Employer:

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Initials Employee:



- 15.3. Upon each breach of the bans on recruitment set out in this article, the relevant periods will be extended by the duration of that breach.

16. Non-competition/ solicitation clause

- 16.1. Both during his employment and for a period of one (1) year after termination of the present agreement, the Employee undertakes to refrain from contacting or maintaining contact, directly or indirectly, for himself or third parties with clients, suppliers or other business relations of the Employer and related businesses with the intention of maintaining or entering into commercial relationships therewith.
- 16.2. Both during his employment and for a period of one (1) year after its termination the Employee is prohibited without written permission from the Employer to work either on his own account or for third parties or to be involved in any way with any business with activities that are the same as or similar to or related to or in any other way competitive with those of the Employer or its affiliated companies, including financial or other participation in or the exercise of direct or indirect authority over such business.
- 16.3. Upon each breach of the non-competition clause contained in this article, the relevant periods will be extended by the duration of that breach.

17. Return of property

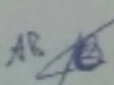
Upon termination of the employment agreement, the Employee will be obliged to immediately return to the Employer all property belonging to the Employer, including materials, documents and information copied in any form whatsoever, articles, and keys.

18. Reporting loss of company property

- 18.1. The Employee is held to report theft and/ or loss of all and any goods and/ or documents made available by the Employer within the scope of the execution of his/ her position or used by the Employer within the scope of the execution of his/ her position, including but not limited to documents, telephone, laptop, keys, access cards, login data, electronic and other data carriers such as USB-sticks, and external hard disks and other goods and/ or documents referring howsoever to company matters of the Employer, to the Employer immediately after discovering the loss or theft.
- 18.2. The Employee is furthermore held to immediately notify the Employer of any discovery of a virus, Trojan horse, phishing or other malware on a computer, laptop, tablet, smartphone or other device made available by the Employer to the Employee or used by the Employer within the scope of the execution of his/ her position.

19. Penalty clause

Should the Employee violate or fail to comply with one or more of the obligations set down in articles 13–16 hereinabove, then for each violation the Employer may claim a penalty payable on demand without any notice of default of EUR

Initials Employer: 


Initials Employee:

5.000,00 per occurrence as well as a supplementary penalty of EUR 500,00 for every day, including part days, that the violation persists after notification of its discovery by the Employer, with no prejudice to the Employer's right to demand compliance and to claim full compensation instead of the penalty. The financial penalties paid or payable under the present article are for the Employer's account and shall be encashed to the Employer's benefit. Herewith the Parties depart expressly from article 7:650, third para, of the Civil Code.

20. Amendment

The Employer reserves the right unilaterally to amend the provisions of this present agreement as well as any and all aspects thereof as may affect the Employer-Employee relationship. The Employee is obliged to respond positively to the Employer's proposal to amend the provisions of the present agreement unless acceptance of the Employer's proposal may not reasonably be required of the Employee. Addenda and/or amendments to the present agreement shall be confirmed in writing by the Employer, on penalty of nullification of said addendum and/or amendment.

21. Replacement in case of nullity

Should the present agreement contain null provisions, this shall not lead to nullity of the remaining provisions of the agreement. The null provisions shall be replaced by a legally valid provision that corresponds as closely as possible with the Parties' intentions in the null provision.

In case of conflict the English language version of this employment agreement shall prevail over the Dutch language translation thereof.

22. Collective Labour Agreement

The present employment agreement is not subject to any Collective Labour Agreement [CAO].

23. Law of the Netherlands

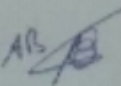
The present agreement is subject to the law of the Netherlands. The Courts in the Netherlands are exclusively authorised to adjudicate on all disputes arising from the present agreement.

24. Documents

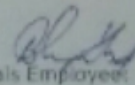
The Employee declares he has received the following documents from the Employer, all of which are regarded as comprising a full and integral part of the present employment agreement:

- Infineon Business Conduct Guidelines;
- Infineon Annual Success Bonus Guideline;
- Employer's travel policy.

Initials Employer:



Initials Employee:



CHRYSTOPHER LARSEN, 4000 UNIVERSITY AVENUE, SUITE 100, NEW YORK, NEW YORK 10024-2099, TEL: 212-261-1111, FAX: 212-261-1112, E-MAIL: CLARSEN@AOL.COM

A. Evans

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Radha Krishna Rao Talwar

Unilateral Employer


 Robert H. Kohn
 Executive Director

