

Appointment Letter

22-Jul-2021

Mr. Nallanagulu Sai Kumar,

Dear Nallanagulu Sai Kumar,

Further to the interviews and the discussions you had with us, we are pleased to appoint you in the position of **“Software Engineer-Testing”, Grade- A3** in our **“QualityLeap LOB”** continues to be one of the major contributors to our growth. Your role in building this **LOB** with matured service offerings, focus on tools and automation and to be a partner of choice for our customers and prospects is critical as we move into our growth path in this **LOB**.

Your compensation and the terms of your appointment are as stated in the annexure.

Please note your appointment is contingent to:

1. Successful back ground verification check.
2. Your accepting the organization's terms of employment, “employment agreement” and company policies existing and modified from time to time You may therefore review the terms and return a copy of this letter duly signed as a token of your formal acceptance.

You will be based at one of our Hyderabad Offices.

ValueMomentum has pleasure in welcoming you on board.

We look forward to the prospect of a long and mutually rewarding professional association.

Sincerely,
For ValueMomentum Software Services Private Limited



Rajesh Tatineni
Human Resources


N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)

I accept the terms of this Letter
(Signature)

VALUEMOMENTUM
Software Services Private Limited
CIN: U72200TG2000PTC035410

VALUEMOMENTUM TOWERS

Plot No. 36 & 37, Survey No. 115/1 & 115/22 Financial District, Nanakramguda Village,
Gachibowli Serilingampally Mandal, Hyderabad - 500032, Telangana. Tel: +91 40 6733 8400 Web: www.valuemomentum.com

1. Employment Agreement

a. Code of conduct

During the period of your employment, you will commit the best of your capabilities and endeavor to work diligently.

b. Secrecy

You are expected to maintain utmost secrecy in regard to the affairs of the company and shall keep confidential any information whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know how, or inventions of ValueMomentum or its affiliates or any client, agent contractor or vendor. You shall not disclose the identities and other related information of any clients. Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c. Conflict of interest

You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during employment with the company, without written and explicit permission from the company.

2. Assignments/Transfer/Deputation.

Though you have been engaged for a specific position, the company reserves the right to send you on training/deputation/transfer/other assignments to our sister companies, associate companies, client's location or third parties whether in India or abroad. In the event of such assignments, the terms and conditions of the service applicable to the new service will govern your employment. You shall, only at the request of the company, enter in-to a direct agreement undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customers may reasonably require protection of its legitimate interests.

3. Termination of employment.

a) Either party can terminate this employment by serving a notice period of 90 days to the other in writing.

Employee terminates employment by resigning:

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-Employee may pay basic salary in lieu of the notice period.

-Employee may surrender eligible leaves in his/her credit

In keeping with the organization commitments to their customers, the employer at discretion of employee's supervisor and HR policy considerations will determine as to which of the above options are acceptable. Additionally, the employer can insist and make it mandatory for the employee to discharge his /her responsibility for a minimum period of 60 working days out of total notice period of 90 days or can insist to serve the entire 90 days of notice period.

Employer terminates employment:

-If the employer terminates the employee and wants to relieve the employee with immediate effect, the organization will pay basic salary to the employee as applicable for a month's period

-In the event the termination is due to 1. Integrity issue 2. Unethical conduct 3. Breach of term or terms in the employment agreement, the organization at its sole discretion can choose to relieve the employee by making a final settlement that takes into account attendance till EOD along with the credit balance of leaves if any.

b) In case of employees governed by service agreements for serving a minimum stipulated period, the employees may exercise option under clause 3(a) only after the stipulated service period agreed to and provided thereon.

c) Unauthorized absence or absence without permission from duty for a continuous period of more than 3 days would make you lose your lien on employment based on UNETHICAL CONDUCT. In such cases your employment would automatically come to an end without any notice of termination. This does not, however, relieve you from your obligations as given in clause 3(a).

e) You will be covered by company's code of conduct as defined from time to time. Any breach thereof or non performance of contractual obligations or the terms and conditions laid down in this agreement would lead to termination without any notice notwithstanding any other terms and conditions stipulated here in.

e) Reference check will be made from your previous employers. In case there is any adverse report against you, which may be detrimental to the interests of the company or if the information furnished by you is not true, the company reserves the right to terminate your services forthwith (notwithstanding any other provisions) on the grounds of misrepresentation of facts.

4. Statement of facts

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per the application, and on the ability to handle any assignments/ job independently anywhere in India or overseas. In case at a later date, any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standards set by the company, the company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated here in.

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5. Restraints

a) Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Accesses to these are authorized through access privileges approved by the unit head. You should not be accessing information that is not related to your project.

b) Escalation/Exception reporting

- A set of areas/jobs to be carried out by each function/department will be decided.
- For each area/job a suitable policy will be formulated/evolved.
- For every policy standards of measurements will be laid down.
- Goals for year/quarter/month will be periodically reviewed.
- Deviation if any with regard to policies or standard will be monitored and brought up for discussion in review meetings. If such deviation could wait till review meeting.
- Alternatively if such deviation will pose a threat and if not corrected it will be escalated immediately for corrective action jointly agreed upon and it will be implemented as per schedule. If there is any deviation/modification/amendment it will be further escalated to next level.

c) Authorization

Only those authorized by a specific power of attorney may sign legal documents representing the company.

d) Smoking

We owe and assure a smoke free environment for our employees. Barring some areas, the entire office premises including conference rooms and lobbies is declared a no smoking zone.

e) Passwords

Access to our network, development environment and email is through individual's password. For security reasons it is essential to maintain confidentiality of the same. If the password is forgotten the Administrator is to be contacted to reset and allow you to use a new password.

f) Unauthorized software

You shall not install, download, copy, and duplicate any un-authorized or licensed software programs, games, attachments on to your computer systems.

g) Physical security

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Security is an important aspect of our communication and office infrastructure. We have security personnel deployed who takes care of the security. Those of you who wish to work late or early

hours are requested to produce your identity cards to security personnel on demand. If there is a need to take some of the equipment/infrastructure out of the office premises for any reason the employee shall obtain the gate pass from the security staff after the authorization from your unit head. There are two types of gate passes a) returnable b) non-returnable.

h) Communication security

The communication security is maintained by controlling physical access to computer systems, disabling all workstations floppy disk drives and a company wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, the company may use sophisticated data encryption devices. Your work-table and storage space is lockable. Please ensure they are locked when un-attended. Duplicate keys are maintained with security. One can take a duplicate key after signing for it for ones own or team member's table or storage.

i) Destroying papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

j) Use of Company Resources

You shall use the company's resources only for official purposes.

6. Overseas Service Agreement

As the company will be spending substantial amount of time and money for deputation/secondment abroad, you will be required to sign a deputation agreement with the company and also execute a surety bond on such terms, as the company may deem appropriate. You need to do this only when you are deputed abroad. (This agreement will consist, inter alias, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving the company for a stipulated period).

1. Intellectual Property Rights

All intellectual property rights, including but not limited to patents, copyrights, Designs, Trade marks and semiconductor chips and other service assets developed by you during office time or using company infrastructure, or while performing or discharging official duties shall be the sole and exclusively property of the Company and the same shall be deemed to be "work made for hire". You will execute/sign such documents for the purpose of assigning such intellectual property, as and when required by the company. The Company reserves the right to proceed legally against you and recover damages, where any such intellectual property is sought to be protected by you independently of the company.

2. Jurisdiction

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Even though the company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in Hyderabad only.

3. General

The above terms and conditions including those in Annexure –A (salary breakup) are based on company policies, procedures and other rules currently applicable in India as well as overseas and are subject to amendments and adjustments from time to time. In all service matters, including those not specifically covered here such as traveling, leave retirement, code of conduct etc you will be governed by the rules of the company as shall be in force from time to time.

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I accept the terms of this letter
(Signature)

Stack up details of Compensation

Name: Mr. Nallanagulu Sai Kumar,

Components	Monthly Amount	Annual
Basic Salary	32500	390000
House Rent Allowance	18646	223755
Conveyance	2664	31965
Provident Fund Contribution	1800	21600
Gratuity	1563	18750
Flexible Benefits:		
Meal Card	2500	30000
LTC	5328	63930
NPS	0	0
Total	65000	780000
Annual Component (Payable from the date of joining)	Variable Pay	0
Total Annual Gross Salary	780000 Rupees Seven Lakh Eighty Thousand Only	
Deductions:		
Provident Fund (Employee & Employer)	3600(1800+1800)	
Professional Tax	200	
Total Deductions	3800	
Income Tax	As applicable	

Note:

1. Deductions will be made towards Provident Fund, Professional Tax, Group Term Life Insurance, Group Personal Accidental Insurance and Income Tax as applicable.
2. You will be entitled to other benefits like Group Mediclaim Personal Insurance as per the company policy.



Rajesh Tatineni
Human Resources



Candidate Signature

EMPLOYEE UNDERTAKING

I have read ValueMomentum's (hereinafter refer to as Company) Employee Acceptable Usage Policy document on 7/22/2021 I recognize and understand that the Company's computing resources including e-mail/internet systems are to be used for conducting the Company's business only. I understand that use of this facility for private purposes is strictly prohibited, except when expressly permitted.

I am aware that the Company may access and review any materials created, stored, sent or received by me through the Company's network or internet connection.

I have read the aforementioned document and agree to follow all policies and procedures that are set forth therein. I further agree to abide by the standards set in the document for the duration of my employment / association with the Company.

I am aware that violations of the Information Security Policies may subject me to disciplinary action, upto and including discharge from employment and any legal action in case of illegal acts that may be initiated by the Company during my employment/ association with the Company or thereafter. I confirm to read through the HR Policy within 15 days from the date of my joining. HR Policy contains all the rules & regulations, processes & benefits. This document is available in the Intranet portal.

Furthermore I understand that this policy and document can be amended at any time and I hereby agree to abide by the revised policy and procedures as long as I continue to be the user of the Company's information Systems.

Place : Hyderabad

Date : 7/22/2021
(MM/DD/YYYY)

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(Employee signature)

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EMPLOYEE ACCEPTABLE USAGE POLICY V7.0

ValueMomentum is committed to protect information / data / intellectual property of ValueMomentum / clients / clients' customers, vendors mitigating the information security risks, data privacy risks and intellectual property infringement risks deploying adequate administrative safeguards, physical safeguards and technical safeguards along with regular monitoring, reviews, checks, verifications, audits, and risk assessments.

Employee acceptable usage policy covers all ValueMomentum's information systems, IT systems, communication & collaboration systems and facilities systems.

This policy applies to all information, in whatever form, relating to ValueMomentum's global business activities, and to all information handled by ValueMomentum relating to customers with whom it deals. It also covers all IT and information communications facilities and system operated by ValueMomentum or on its behalf.

This policy applicable for employees, contractors, and consultants of ValueMomentum (hereafter referred to as 'users') working at offshore, onsite, offsite, and nearshore facilities of ValueMomentum / clients / clients' customers.

1. SYSTEM ACCEPTABLE USAGE

User Security Responsibilities

- Understand the access privileges applicable for you from your reporting authority/Delivery Manager to access the corporate/client network.
- Do not try to login or access corporate/client network if you do not have valid credentials.
- Always access the allocated system using authenticated credentials viz. User Id, Password, etc. shared by ICT team/client.
- Do not use allocated corporate/client specific credentials viz. User Id, Password to access any server from separate machine at the same time.
- Do not attempt to use someone's corporate/client specific credentials to access the corporate/client network.
- Do not allow anyone else to use their user ID/token and password on any system to access the corporate/client network.
- Do not try to help fellow team members by inadvertently sharing your corporate/client specific user access credentials.
- Do not leave your User ID/Password details unprotected (for example writing it down).
- Do not leave your user accounts logged in at an unattended and unlocked system. Always lock the system when not in use.
- System must be locked when workspace is unoccupied.
- System must be shut completely down at the end of the workday.
- Do not attempt to access system data that is not authorized to use or access.
- Do not exceed the limits of your authorization or specific business need to interrogate the system or data.
- Do not store any personal files such as music, video, photographs, games, etc. on the allocated systems.
- Do not store any critical data in the system. Always maintain the data in the servers.
- Do not store critical data on any unauthorized systems.
- Do not share files of a project/account with unauthorized users. Always maintain confidentiality of files of your project.
- Do not try to tamper Virus Protection settings on your system.

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- Do not try to halt the scheduled virus scans on your system.
- Do not attempt to remove virus-infected files or clean up an infection, other than by the use of approved anti-virus software and procedures.

2. INTERNET ACCEPTABLE USAGE

User Security Responsibilities

- The Internet may not be used for illegal or unlawful purposes, including, but not limited to, copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading computer viruses).
- Acceptable use of the Internet for performing job functions.
- Internet services will be granted based on an employee's current job responsibilities.
- Internet facility should use only by the assigned user of the system for authorized purposes.
- Communicating with colleagues, business partners of ValueMomentum, and customers should be within the context of an individual's assigned responsibilities.
- Acquiring information and/or sharing information should be according to the individual's role and assigned responsibilities.
- Limit the personal usage of internet.
- Avoid connecting company devices to the internet using non-standard connections without prior approval of the ICT Department.
- Do not share your allocated system's user id and password information with another person that gives the access to the internet facility.
- Attempting to access internet from another user's machine is strictly prohibited.
- Users must take all necessary precautions to prevent unauthorized access to Internet services from their machines.
- Do not try to access restricted sites
- Do not upload/post any company/client owned information in any internet websites, forums, blogs, social networking sites, cloud storage spaces such as OneDrive.
- Do not download any unwanted information from internet.
- Do not in any way infringe any copyright, database rights, trademarks or other intellectual property.
- Do not download and install unauthorized software on the ValueMomentum allocated system or Customer allocated system or virtual machine. Use only software that is authorized by ICT Department or Customer. Authorized software must be used in accordance with the software supplier's licensing agreements. All software on the allocated system must be approved and installed by ICT Department.
- Avoid downloading of any copyrighted material without appropriate approval.
- Do not directly copy/paste the code from internet during development. This may contain malicious code introducing security risks into the application being developed.
- Do not download any third-party plug-ins/software/applications from internet and use during development. Such plug-ins/software/applications may be copyrighted. They may also security vulnerable and may expire after certain period without any support.

3. EMAIL ACCEPTABLE USAGE


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User Security Responsibilities

- The email system shall not be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, pictures, jokes, chain letters, spamming. Employees who receive any emails with this content from any ValueMomentum employee should report the matter to their supervisor immediately.
- Always use the VALUEMOMENTUM/Customer email facility for official communication purposes only.
- Do not use the VALUEMOMENTUM/Customer email for the purposes of harassment or abuse.
- Do not use VALUEMOMENTUM/Customer email id to subscribe to news groups, etc.
- Treat email as confidential information of ValueMomentum which should not be tampered and/or deleted.
- Archive emails at regular periods.
- Check email recipients carefully before pressing send.
- Do not share company/client information to the unauthorized users using company email system.
- Do not forward company/client information related emails to personal email accounts.
- Do not communicate with client using personal email ids.
- Do not make official commitments through the email on behalf of company unless authorized to do so.
- Do not send unprotected sensitive or confidential information externally.
- Do not download company/client information mails on any unauthorized devices.
- Configuration of outlook on mobile phone is not recommended considering the data leakage prevention risks.

4. MOBILE DEVICES ACCEPTABLE USAGE

User Security Responsibilities

- Directly connecting to Customer environment using mobile devices is prohibited.
- Authorized users may carry mobile devices (viz. Laptops) during business trips with applicable restricted device level DLP, internet DLP and email DLP controls and software. If there is no such need, they can handover their laptops to ICT for safe custody.
- Always use authenticated internet connection from company provided mobile device (viz. Laptop).
- If the user has been issued a mobile device (viz. Laptop) for a business purpose, then he/she shall return it in the same condition once the purpose has met.
- Users shall take appropriate precautions to prevent damage to or loss /theft of a company owned mobile devices (viz. Laptops).
- Users are responsible for certain costs to repair or replace the mobile device (viz. Laptop) if the damage or loss is due the negligence or inattention.
- If a laptop/mobile device is lost or stolen it must be reported to ICT Department and Police immediately. For theft or loss off company premises, it should be reported to local police as well. Failure to secure and submit a police report will result in personal liability for replacement cost(s).
- Users shall not store any critical data in the mobile devices (Viz. Laptop). Users are responsible for maintaining an appropriate backup of the data residing in the mobile devices. Critical documents and data files shall need to be stored on the mobile device's hard disk drive viz. WIP folder. User shall ensure regular backup of WIP folder in the on-premise central data storage coordinating with ICT Department. Use of central data storage for backup of personal documents or data files is prohibited.
- In case there is a requirement, users shall share the company/customer information using company email id/authorized FTP site.

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- User shall not try to change the system configuration settings of the allocated mobile devices (viz. Laptops).
- User is responsible to ensure updated OS patches and anti-virus software by regularly connecting company's corporate network over Internet.
- Users shall not install any unauthorized / unapproved software into the mobile devices without prior written approval from the ICT Department.

5. REMOVABLE MEDIA/MOBILE STORAGE DEVICES

Mobile devices such as memory sticks, CDs, DVDs and removable hard drives must be used only in situations when network connectivity is unavailable or there is no other secure method of transferring data. Only company authorized mobile storage devices with encryption enabled must be used, when transferring sensitive or confidential data.

6. TELEPHONY EQUIPMENT ACCEPTABLE USAGE

User Security Responsibilities

- Do not carry mobile phones into physically isolated work areas including meeting rooms. Always use company provided telephony equipment for communication.
- Always maintain user credentials of voice facilities as confidential. Do not share the user credentials of voice facilities with others.
- Do not use company voice facilities for sending or receiving private/personal communications, except in exceptional circumstances
- Do not use company voice facilities for conducting private business.
- Do not make hoax or threatening calls to internal or external destinations
- Do not accept reverse charge calls from domestic or International operators, unless it is for business use.

7. PASSWORD ACCEPTABLE USAGE

User Security Responsibilities

- All critical IT equipment including desktops, mobile devices are password protected.
- Always maintain complex passwords. Use at least 8 characters-no less.
- Password should consist of a combination of uppercase and lowercase alphabets, numeric and special characters.
- Switch them regularly. Old passwords run the risk of compromise. Change them regularly.
- Don't reuse passwords. Use a different one each time.
- Maintain confidentiality of passwords. The passwords should not be disclosed under any circumstances.
- Do not write password on the desk, near monitor, CPU, under keypad/ keyboard or on a paper. Have a strategy for memorizing.

8. STANDARD FORMATS / IMAGES & PUBLICLY AVAILABLE INFORMATION USAGE

- Always download the standard formats / images from the defined centralized repository.
- Always access company authorized websites for images / formats.

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- Do not download any formats / material / content directly from internet for usage to avoid any risks associated with intellectual property, confidentiality, legal and reputation of ValueMomentum.
- ValueMomentum has no ownership rights on the formats / documents of our clients, client's customers, vendors, individuals, etc.
- Do not use / disclose the formats / documents / information of our clients / client's customers / vendors / individuals, etc. for any purpose without understanding the intellectual property rights and without obtaining formal written approvals from them.
- As a basic requirement, prior to using publicly available information, understand the content usage license.
- Always ensure that the presentations / reports being prepared are not containing any text / information / images directly extracted from internet.
- Do not do any of the following unless you are authorized by the content creator:
 - Do not alter or modify the information
 - Do not use the information for any commercial purposes
 - Do not distribute the information
 - Do not change / tamper any of the attributes of the standard formats of a document.
- Create / update the document / intellectual property adhering to the requirements shared by the owner of the document / intellectual property.
- In case of PPT, always check the Master Slide for any discrepancies by opening the PPT and clicking View option in Menu and Slide Master menu item.
- Prior to sharing the presentation / report with internal team / client, always conduct a self-review of the document by right clicking on the document to verify the size and by clicking the tab Details and tool based checks to ensure that there won't any discrepancies with attribute values such as Title, Subject, Authors, Last saved by, Company, Manager, etc.
- Always ensure that the document / presentation / report is containing Author Name, Date of Preparation, Reviewer Name, Date of Review, Approver Name, Approval Date and Classification details. In case it's a configurable item, always update the version number and maintain version history. • All "Sensitive", "Confidential", "Internally Restricted", "Public" information must be clearly labeled with the words - "Sensitive", "Confidential" "Internally Restricted", "Public" based on applicability.
- Any information which is meant for internal requirements must be treated as "Internal Restricted" only.
- "Public" information must be labeled to identify its intended audience.
- The name of the owner, reviewer, version and the date should appear on the face of the document (1st page or 1st slide). • The document must be labeled "Sensitive" / "Confidential" / Internally Restricted / Public on the outside cover or the title page.
- The footer of each page / slide in the document should be labeled as "Sensitive" and "Confidential".
- Wherever appropriate convert a PPT into PDF and share with the intended / authorized user(s) only.
- Any classified document should be encrypted, password protected and shared with the intended / authorized user(s) only. Password should be shared separately only to the intended / authorized user (s).
- Information labeled as "Restricted" or "Confidential" must be safeguarded not only while in use but also when stored to protect against unauthorized access.
- Information should be destroyed as the organization's record retention schedule.
- Information no longer valuable to the organization must be destroyed.
- Confidential information must the destroyed beyond identification and recovery.

9. PRINTER ACCEPTABLE USAGE

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User Security Responsibilities

- Printer privilege is restricted to authorized users.
- Printing of confidential/sensitive information and sharing with unauthorized users is strictly restricted.
- After printing authorized document, do not leave the printout near printer in an unattended manner.

10. WORK FROM HOME/WORKING OFFSITE

User Security Responsibilities

- User should take appropriate and adequate measures, while accessing customer environment using company provided laptop/desktop avoiding unauthorized access, unauthorized modifications, unauthorized deletions, and unauthorized destruction of customer data by unauthorized users.
- User should always access internet of home or mobile data plan using laptop/desktop. Usage of internet related to public areas such as railway stations, airports, shopping malls is strictly avoided on the laptop/desktop.
- User should maintain the confidentiality of the user credentials and should not share with unauthorized users.
- Carrying any video/audio devices is restricted at work area including taking photographs at work area.
- User should not store any critical data in the laptop/desktop. Entire official data to be stored on "OneDrive" only.
- User should not try to change the system configuration settings of the allocated laptop/desktop.
- User is responsible to ensure updated OS patches and anti-virus software by regularly connecting VALUEMOMENTUM network or Internet.
- User should not install any unauthorized / unapproved software into the laptop/desktop without prior written approval from the Compliance Group.
- Employee is responsible for certain costs to repair or replace the laptop/desktop if the damage or loss is due to the negligence or inattention.
- If a laptop is lost or stolen employee must report it to ICT/ISG teams and Police immediately. For theft or loss, off company premises, should be reported to local police as well. This will result in personal liability.
- Employee should always carry the laptop using the company laptop bag provided.
- Employee should not leave the laptop in an unattended and unlocked manner in public places while he/she is not around.
- Employee should not leave the laptop in sight in a vehicle.
- Employee should always carry the laptop as hand luggage when travelling.
- Employee should not expose the laptop to heat generating sources or direct sun light.
- Employee should always use safe electrical plug-point and cable to connect the power for laptop/desktop. Employees should ensure proper and safe electrical connection, such as UPS, Inverter, Surge-protector, Spike-arrester is available at home or any place that the employee is working from.
- Employee should always protect the laptop/desktop from damages by safely mounting the laptop on a table.
- Employee should ensure that no spillages of liquids/fluids occur on the laptop/desktop resulting complete damage.
- Employee should avoid usage of the laptop by placing on the lap, where the vents may become blocked and resulting increased heat generation.
- Employee should ensure that the laptop/desktop is cleaned on regular basis.
- Employee should ensure that the laptop battery is charged on regular basis.

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- Employee should ensure to have a secure / high-speed internet connection (preferably dedicated and not shared with other users, using the common SSID or common password)
- Employee should ensure not to try repairing, uninstalling, re-installing or tampering any software / tool that is provided as part of the standard / default configuration.

11. CLIENT NETWORK ACCEPTABLE USAGE

Client may regularly monitor the activities of users connected to their network and conduct audits on VALUEMOMENTUM's facilities and the hardware and software of any device that connects to the Client corporate network.

Utmost care must be taken by user while connecting/accessing/working in the Client network to avoid unwarranted issues.

12 FACILITY ACCEPTABLE ACCESS

User Responsibilities

- In order to help maintain building security, all users should prominently display their identification badge cum access card.
- Cooperate with the security personnel for any type of regular/random checks and frisking activities.
- Contractors are provided with separate access with restricted access privileges for facilities.
- Visitors should wear visitor card without any access privileges.
- Access system is linked with attendance system. Do not tailgate while accessing ValueMomentum facilities.
- Always authenticate yourself through access device (Biometric/Access Card) during entry/exit of the premises.
- In case Access Card is lost/forgotten, inform Security personnel immediately.
- Unauthorized photography is strictly prohibited within ValueMomentum premises.
- Deposit unauthorized baggage and personal gadgets viz. laptop, Pen drive, CDs/DVDs, Audio/Video recording devices, mobiles with camera, etc. In case there is a business need to carry mobile with camera within the premises, close the camera aperture closed using tape at the security desk.
- Do not try to access secure areas viz. Server Room, without authorization.
- Ensure gate pass for movement of any company owned infrastructure.
- Do not discuss or disclose any details of the project with unauthorized personnel.
- Dispose hard copies using Shredder near the printer areas • For disposal of any IT equipment take the help of Facilities team.

13. CLEAN DESK & CLEAR SCREEN

User Security Responsibilities

- Ensure that all sensitive/confidential information in hardcopy or electronic form is secure in their work area at the end of the day.
- Do not store any documents on the desktop of the system.

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- Any Restricted or Sensitive information must be removed from the desk and locked in a pedestal / file cabinet when the desk is unoccupied and at the end of the workday. Keys used for access to Restricted or Sensitive information must not be left at an unattended desk.
- All printers and fax machines, if any, should be cleared of papers as soon as they are printed; this helps ensure that sensitive documents are not left in printer trays for the wrong person to pick up.
- Upon disposal Restricted and/or Sensitive documents should be shredded in the official shredder bins or placed in the lock confidential disposal bins.
- Whiteboards containing Restricted and/or Sensitive information should be erased.

14. FIRE SAFETY

User Security Responsibilities

- Use emergency exit doors during the fire emergency only.
- Do not place anything in or near emergency exit doors that may obstruct persons moving to and from the exit.
- Do not interfere with or obstruct the operation of any emergency exit doors.
- Do not keep open the emergency exit doors.
- Get familiar with the building specific Fire Escape Route Plan, location of fire exits, manual call points, emergency contact details, and fire emergency assemble points.
- Be part of fire evacuation mock drills on periodic basis to become familiar with building first-aid, evacuation procedures and usage of fire extinguishers.

15. INCIDENT REPORTING

User Security Responsibilities

- In case of any violation/breach of policy is being observed by you, report it to Information Security Group/Compliance Group ISG@Valuemomentum.com with appropriate subject line.

16. PERIODIC REVIEWS

16.1 Usage Compliance Reviews

To ensure compliance with this policy, periodic reviews will be conducted by ICT/Compliance teams. These reviews will include testing the degree of compliance with acceptable usage policy.

16.2 Policy Maintenance Reviews

Periodic reviews will be conducted by ICT/Compliance teams to ensure the appropriateness and the effectiveness of acceptable usage policy. These reviews may result in the modification, addition, or deletion of acceptable usage policy to better suit company information needs.

17. POINTS OF CONTACT

If you need assistance regarding the Acceptable Usage Policy, contact the ISG / Compliance teams for additional assistance.

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18. CONSEQUENCES OF VIOLATIONS

Violations of the *Acceptable Usage Policy* will be recorded and can lead to revocation of email access privileges and/or disciplinary action up to and including termination, legal prosecution and imprisonment.

Additionally, the company may at its discretion seek legal remedies for damages incurred as a result of any violation. The company may also be required by law to report certain illegal activities to the proper enforcement agencies.

During joining, the potential user is required to read this Acceptable Usage Policy and sign an acknowledgment form (located on the last page of this document). The signed acknowledgment form should be turned in and will be kept on file at the facility granting the access.

ACKNOWLEDGMENT

I have read the *Acceptable Usage Policy* and understood the contents including consequences of violations. I agree to always comply with the said *Policy* requirements completely without failure.

I hereby agree to regard and preserve the data / information / intellectual property of ValueMomentum / Client / Client's Customers / Vendors pertaining to the company's business, projects, products, clients, trade secrets, financial information, knowhow in whether patented or not patented including but not limited to inventions, product knowhow, product requirements, product designs, source code, etc. obtained during the course of employment and all activities on behalf of the company and agrees that I will not publish or disclose any such information to other or use the same for my own purpose or the purpose of others during the course of my employment or thereafter.

I also agree that it is my utmost responsibility to periodically access, read and understand the new / changes to the policies from Intranet Portal of ValueMomentum.

I am aware that any breach of violation of the policy deliberately or accidentally, may lead to disciplinary action up to and including termination, legal prosecution, hefty penalties, and imprisonment.

Name & Address: Nallanagulu Sai Kumar & 8-2-269/19/462, Indra Nagar, Street No 11, Hyderabad, 500034

Designation: Software Engineer-Testing

Signature: N. Sai Kumar
N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)

Date: 7/22/2021
(MM/DD/YYYY)

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JOINING REPORT

The Joining formalities include completion of Employment Agreement and submitting supporting documents along as per annexure along with a copy of the original for due verification where necessary.

1. Employment Agreement

a. Code of conduct

During the period of your employment, you will commit the best of your capabilities and endeavor to work diligently.

b. Secrecy

You are expected to maintain utmost secrecy in regard to the affairs of the company and shall keep confidential any information whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions, security procedures, trade secrets, know how, or inventions of ValueMomentum or its affiliates or any client, agent contractor or vendor. You shall not disclose the identities and other related information of any clients. Breach of this provision shall be treated as a gross violation of the terms herein and your services are liable to be terminated.

c. Conflict of interest

You will not take up any other work for remuneration (part time or otherwise) or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business, during employment with the company, without written and explicit permission from the company.

2. Assignments/Transfer/Deputation.

Though you have been engaged for a specific position, the company reserves the right to send you on training/deputation/transfer/other assignments to our sister companies, associate companies, client's location or third parties whether in India or abroad. In the event of such assignments, the terms and conditions of the service applicable to the new service will govern your employment. You shall, only at the request of the company, enter into a direct agreement undertaking with any customer to whom you may be assigned/seconded/deputed accepting restrictions as such customers may reasonably require protection of its legitimate interests.

3. Termination of employment.

a. Either party can terminate this employment by serving a notice of 90 days on the other. However, you may surrender leave to your credit or pay basic salary in lieu of the notice period. Similarly the company may pay basic salary if required.

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b. In case of employees governed by service agreements for serving a minimum stipulated period, the employees may exercise option under clause 3(a) only after the stipulated service period agreed to and provided thereon.

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c. Unauthorized absence or absence without permission from duty for a continuous period of more than 3 days would make you lose your lien on employment. In such cases your employment would automatically come to an end without any notice of termination. This does not, however, relieve you from your obligations as given in clause 3(a).

d. You will be covered by company's code of conduct as defined from time to time. Any breach thereof or non performance of contractual obligations or the terms and conditions laid down in this agreement would lead to termination without any notice not withstanding any other terms and conditions stipulated here in.

e. Reference check will be made from your previous employers. In case there is any adverse report against you, which may be detrimental to the interests of the company or if the information furnished by you is not true, the company reserves the right to terminated your services forthwith (not withstanding any other provisions) on the grounds of misrepresentation of facts.

4. Statement of facts

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per the application, and on the ability to handle any assignments/ job independently anywhere in India or overseas. In case at a later date, any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standards set by the company, the company shall have the right to terminated your services forthwith without giving any notice, not withstanding any other terms and conditions stipulated here in.

5. Restraints

a) Access to Information

Information is available on need to know basis for specified groups. The network file server is segregated to allow individual sectors for projects and units. Accesses to these are authorized through access privileges approved by the unit head. You should not be accessing information that is not related to your project.

b) Escalation/Exception reporting

- A set of areas/jobs to be carried out by each function/department will be decided.
- For each area/job a suitable policy will be formulated/evolved.
- For every policy standards of measurements will be laid down.
- Goals for year/quarter/month will be periodically reviewed.
- Deviation if any with regard to policies or standard will be monitored and brought up for discussion in review meetings. If such deviation could wait till review meeting.
- Alternatively if such deviation will pose a threat and if not corrected it will be escalated immediately for corrective action jointly agreed upon and it will be implemented as per schedule. If there is any deviation/modification/amendment it will be further escalated to next level.

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c) Authorization

Only those authorized by a specific power of attorney may sign legal documents representing the company.

d) Smoking

We owe and assure a smoke free environment for our employees. Barring some areas, the entire office premises including conference rooms and lobbies is declared a no smoking zone.

e) Passwords

Access to our network, development environment and email is through individual's password. For security reasons it is essential to maintain confidentiality of the same. If the password is forgotten the Administrator is to be contacted to reset and allow you to use a new password.

f) Unauthorized software

You shall not install, download, copy, duplicate any un-authorized or licensed software programs, games, attachments on to your computer systems.

g) Physical security

Security is an important aspect of our communication and office infrastructure. We have security personnel deployed who take care of the security. Those of you who wish to work late or early hours are requested to produce your identity cards to security personnel on demand. If there is a need to take some of the equipment/infrastructure out of the office premises for any reason the employee shall obtain the gate pass from the security staff after the authorization from your unit head. There are two types of gate passes a) returnable b) non-returnable.

h) Communication security

The communication security is maintained by controlling physical access to computer systems, disabling all workstations floppy disk drives and a company wide awareness about the need for protection of intellectual property and sensitive customer information. For some projects, the company may use sophisticated data encryption devices. Your worktable and storage space is lockable. Please ensure they are locked when un-attended. Duplicate keys are maintained with security. One can take a duplicate key after signing for it for ones own or team member's table or storage.

i) Destroying papers & Material

Any official communication, which is confidential in nature, shall be destroyed through paper shredder after the purpose is served.

j) Use of Company Resources

You shall use the company's resources only for official purposes.

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6. Overseas Service Agreement

As the company will be spending substantial amount of time and money for deputation/secondment abroad, you will be required to sign a deputation agreement with the company and also execute a surety bond on such terms, as the company may deem appropriate. You need to do this only when you are deputed abroad. (This agreement will consist, inter alias, of issues like (i) your commitment to complete the project (ii) your returning to India after completion of the project and serving the company for a stipulated period).

7. Intellectual Property Rights.

All intellectual property rights, including but not limited to patents, copyrights, Designs, Trade marks and semiconductor chips and other service assets developed by you during office time or using company infrastructure, or while performing or discharging official duties shall be the sole and exclusively property of the Company and the same shall be deemed to be "work made for hire". You will execute/sign such documents for the purpose of assigning such intellectual property, as and when required by the company. The Company reserves the right to proceed legally against you and recover damages, where any such intellectual property is sought to be protected by you independently of the company.

8. Jurisdiction

Even though the company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be in the courts in Hyderabad only.

9. General

The above terms and conditions including those in Annexure –A (salary breakup) are based on company policies, procedures and other rules currently applicable in India as well as overseas and are subject to amendments and adjustments from time to time. In all service matters, including those not specifically covered here such as traveling, leave retirement, code of conduct etc you will be governed by the rules of the company as shall be in force from time to time.

To
ValueMomentum Software Services Private Limited.

This is to certify that I have gone through and understood all the terms and conditions mentioned and I hereby accept them and agree to abide by them:

Further I declare that the information furnished by me is accurate and if there is any discrepancy in the copies of the documents/certificates given by me as a proof in support of the above, the company may reserve the right to revoke the offer.

Name in full: Nallanagulu Sai Kumar

Signature: N. Sai Kumar
N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)

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Address: 8-2-269/19/462, Indra Nagar, Street No 11, Hyderabad, 500034

Date((MM/DD/YYYY)): 7/22/2021

Place: Hyderabad

Annexure B

At the time of joining, you are requested to bring the following documents in original along with a copy of each:

- Certificates supporting your educational qualification along with marks sheets Schooling certificates (SSLC/ICSE) in support of your age.
- Your latest salary slip or salary certificate
- Your relieving letter from your present organization
- Service certificate from the present employer.
- Form 16 or Taxable Income statement duly certified by previous employer (statement showing deductions and taxable income with breakup)
- Four colored passport sized photographs
- Valid Passport

Please share all the certificates supporting your educational qualifications along with mark sheets in original for verification only.

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EMPLOYEE NON-DISCLOSURE & INVENTION ASSIGNMENT AGREEMENT

This Employee Non-Disclosure & Invention Assignment Agreement made and executed on the 7/22/2021 at Hyderabad between

M/S ValueMomentum Software Services Pvt Ltd., having its Registered Office at ValueMomentum Towers, Plot No 36 & 37, Gachibowli, Financial District, Nanakramguda, Hyderabad – 500032, India hereinafter called “COMPANY” which expression mean and include its successors, administrators, executors etc., on the one part;

And

Mr./Mrs./Ms. Nallanagulu Sai Kumar

S/o, D/o, W/o Mr./Mrs./Ms. Niranjan Chary

Aged about 26 Years Resident of (Address) 8-2-269/19/462, Indra Nagar, Street No 11, Hyderabad, 500034

Hereinafter called “EMPLOYEE” which expression shall mean and include his/her legal heirs, successors, administrators, executors etc. on the other part.

Whereas the Company is involved in the business of providing end to end Information Technology Solutions and Software Services to Various enterprises both in India and Abroad.

Whereas in pursuance of the business activities of the Company, the Company requires it's Employees/Associates to be trained extensively so that they can further acquire advanced skills and be conversant with use of advanced technologies and equipments.

Whereas the Company imparts training to the Employees/Associates at considerable expenditure both direct and indirect training due to which the Employee/Associate further improve his/her professional standings considerably.

Now this memorandum of Agreement witnessed as follows:-

A. Disclosure of Information and Inventions:

1. Disclosure of information: Whereas in consideration of the employment the employee being a member of the company and having access to the company's information the employee undertakes that he/she will not disclose any information to others or use it for personal gains without proper authorization from the company. In case of any leakage that can be attributed to an employee or employee group and that one company has prima facie evidence against the employee the company can and it terminate the services of the employee without any liability to the company. The company is at liberty to initiate action for criminal breach of trust against the employee. The employee will be accountable for the information management and that the company may take such action against the employee as it deems fit for any lapse on the part of the employee. The employee hereby agrees and undertake to inform the company of any fact or incident which would affect the exclusive right of the company to any information, and in particular the employee agree and undertake that he/she will inform the company of any breach of any fellow employee, if it comes to the notice of employee.

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VALUEMOMENTUM
Software Services Private Limited
CIN: U72200TG2000PTC035410

VALUEMOMENTUM TOWERS

Plot No. 36 & 37, Survey No. 115/1 & 115/22 Financial District, Nanakramguda Village,
Gachibowli Serilingampally Mandal, Hyderabad - 500032, Telangana. Tel: +91 40 6733 8400 Web: www.valuemomentum.com

2. Disclosure of Inventions:

The employee hereby acknowledge and agree that among other duties of the company and the other opportunities which may be conceived of or reduced to practice inventions, improvements, developments, ideas or discoveries arising in the employment period whether patentable or un patentable (hereinafter referred to as “Inventions”). The employee hereby agree that he/she will promptly disclose to the company in writing all inventions conceived or reduced to practice during the employment either solely or jointly with others irrespective of regular working hours. The employee hereby agrees to maintain and handover the adequate and current written record of such inventions to the company.

2.1 Company Inventions:

Company Inventions shall mean any invention that:

- A) Relates, at the time of conception of reduction of practice of the invention, to
 - i. the company’s business, projects or products, or to the manufacture or utilization thereof; or
 - ii. the actual or demonstrably anticipated research or development of the company; or
- B) Results from any work performed directly or indirectly by an employee for the company; or
- C) Results, at least in part, from the use of the company’s time, materials, facilities or trade secret information.

2.2 Assignment of Company Inventions:

The employee hereby agrees and assigns to the company all his/her right, title and interest in and to all company inventions. The employee hereby agrees and undertakes that he/she will not practice with in one year following his/her termination of employment with the company (voluntarily or otherwise) all inventions of the company conceived or reduced to practice in the course of employment.

3. Execution of Necessary Documents:

The employee hereby agrees that upon request he/she will execute the necessary papers on lawful oaths which are necessary in the opinion of the company whether necessary or desirable in obtaining, sustaining, reissuing, extending and enforcing including Design Patents on all of such company inventions and for perfecting, affirming, maintaining and recording the company’s complete ownership and title thereto and to otherwise cooperate in all proceedings and matters relating thereto at the cost of the company.

4. Exception:

The employee is herewith enclosing a list of all unpatented but potentially patentable, ideas and inventions conceived prior to the employment (which have not been assigned to a former employer) and the same are excluded from the scope of this agreement.

B. Trade Secret & Confidential Information:

5. Prohibited Competition

(a) Certain Acknowledgements and Agreements.

(i) We have discussed, and you recognize and acknowledge the competitive and sometimes proprietary aspects of the business of the Company.

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(ii) You acknowledge and agree that a business will be deemed competitive with the Company if it performs any of the services or manufactures or sells any of the products provided or offered by the Company or if it performs any other services and/or engages in the production, manufacture, distribution or sale of any product similar to services performed or products produced, manufactured, distributed or sold by the Company during the term of your relationship with the Company.

(iii) You further acknowledge and agree that, during the course of your performing services for the Company, the Company will furnish, disclose or make available to you Confidential Information (as defined below) related to the Company's business and that the Company may provide you with unique and specialized training. You also acknowledge that such Confidential Information and such training have been developed and will be developed by the Company through the expenditure by the Company of substantial time, effort and money and that all such Confidential Information and training could be used by you to compete with the Company.

(iv) For purposes of this Agreement, "Confidential Information" means confidential and proprietary information of the Company which was disclosed to or developed by you during the course of performing services for, or receiving training from, the Company, and is not available to the public, including but not limited to information and facts concerning business plans, customers, future customers, suppliers, licensors, licensees, partners, investors, affiliates or others, training methods and materials, financial information, sales prospects, client lists, inventions, products, product plans, product ideas, services, service plans, service ideas, or any other scientific, technical, trade or business secret of the Company or of any third party provided to you or the Company, provided that Confidential Information shall not include information that is (1) in the public domain other than through any fault or act by you, (2) known to you prior to its disclosure to you in the course of your employment by the Company, or (3) lawfully disclosed to you by a source other than the Company which source has the legal right to disclose such information.

(b) Covenants Not to Compete. During the period in which you perform services for or at the request of the Company (the "Term") and for a period of two (2) years following the expiration or termination of the Term, whether such termination is voluntary or involuntary, you shall not, without the prior written consent of the Company:

(i) For yourself or on behalf of or through any other person or entity, directly or indirectly, either as principal, agent, stockholder, employee, consultant, representative or in any other capacity, solicit, divert or appropriate or attempt to solicit, divert or appropriate, for the purpose of competing with the Company or any present or future parent, subsidiary or other affiliate of the Company which is engaged in a similar business as the Company, any customers or patrons of the Company, or any prospective customers or patrons with respect to which the Company has developed or made a sales presentation (or similar offering of services); or

(ii) Either individually or on behalf of or through any third party, directly or indirectly, solicit, entice or persuade or attempt to solicit, entice or persuade any other employees of or consultants to the Company or any present or future parent, subsidiary or affiliate of the Company to leave the services of the Company or any such parent, subsidiary or affiliate for any reason; or

(iii) Either accept employment for yourself or solicit employment for yourself from any customers or patrons of the Company, or any prospective customers or patrons with respect to which the Company has developed or made a sales presentation (or similar offering of services); or

(iv) Client Confidential Information. As a part of your job role, there may be situations where in you have access to, or you participate in developing, or you may be provided with, orally or in writing or electronically, information that belongs to or is owned by or is provided to Company by clients of the Company (referred to here in as

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Gachibowli Serilingampally Mandal, Hyderabad - 500032, Telangana. Tel: +91 40 6733 8400 Web: www.valuemomentum.com

“Clients”), including but not limited to technical information such as functional and technical specifications, trade secrets, designs, drawings, analysis, research, processes, systems and procedures, computer programs, methods, ideas, know how, business information such as sales and marketing research, strategies, tactics, processes, materials, plans, accounting and financial information, credit information on customers, personal information of individuals who are either employees, officers, customers or patrons of Client, any information related to Client’s Customers, confidential information of other vendors working with the Client, lists containing the names, addresses and business habits of customers, sales reports, price lists, personnel records including names, addresses and salaries and the like (“Client Confidential Information”). Client Confidential Information shall also include any definitions that the Client provides for the Confidential information. You agree to adhere by all client policies relating to confidential information. At all times during and subsequent to your employment with the Company, whether your employment was terminated voluntarily or involuntarily, with or without cause, you agree to keep secret all Client Confidential Information and not to use any such information for any purpose other than for the benefits of the Client. You agree not to use or disclose any Client Confidential Information without the written consent of the Client to any party who is not employed by the Client and is not authorized to receive such information. You agree to use reasonable care to safeguard from loss or misapplication all Client Confidential Information which comes into your possession or control. You agree not to duplicate electronically or through a photocopier or by taking notes or by any other means any of the Client Confidential Information unless you have been authorized to do so in writing by the Client. In certain situations, your Team Manager may be actively involved in managing the engagement with the Client. Only in such situations, you may share your project related information with your Team Manager and only after your Team Manager has informed you (in writing or via email) that he/she is authorized to receive such information. You agree that if you breach any condition in this section, Client’s business standing may be irreparably damaged and the Company may be affected. Therefore, if you violate any condition in this section, you agree to be held personally liable and responsible for all direct and indirect damages caused to the Client and to the Company. Further you agree to indemnify and hold harmless the Company, its officers, agents and assigns for any violation of the client’s confidential information.

(c) Reasonableness of Restrictions. You further recognize and acknowledge that (i) the types of employment which are prohibited by this Section 5 are narrow and reasonable in relation to the skills which represent your principal salable asset both to the Company and to your other prospective employers, and (ii) the specific scope of the provisions of this Section 5 is reasonable, legitimate and fair to you in light of the Company’s need to market its services, sell its products, develop and nurture its customers, prospective customers and patrons in order to have a sufficient customer base to make the Company’s business profitable and in light of the limited restrictions on the type of employment prohibited herein compared to the types of employment for which you are qualified to earn your livelihood.

(d) Survival of Acknowledgements and Agreements. Your acknowledgements and agreements set forth in this Section 5 shall survive the expiration or termination of this Agreement and the termination of your employment with the Company for any reason.


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6. Protected Information.

You shall at all times, both during and after any termination of this Agreement by either you or the Company, maintain in confidence and shall not, without the prior written consent of the Company, use, except in the course of performance

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of your duties for the Company, disclose or give to others any Confidential Information. In the event you are questioned by anyone not employed by the Company or by an employee of or a consultant to the Company not authorized to receive such information, in regard to any such information or any other secret or confidential work of the Company, or concerning any fact or circumstance relating thereto, you will promptly notify the Company.

7. Ownership of Ideas, Copyrights and Patents.

(a) Property of the Company. You agree that all ideas, discoveries, creations, manuscripts and properties, innovations, improvements, know-how, inventions, designs, developments, apparatus, techniques, methods, processes, customer lists, laboratory notebooks and formulae which may be used in the business of the Company, whether patentable, copyrightable or not, which you may conceive, reduce to practice or develop during the Term (collectively, "the Inventions"), alone or in conjunction with another, or others, or by others in the Company, whether during or out of regular business hours, and whether at the request or upon the suggestion of the Company, or otherwise, shall be the sole and exclusive property of the Company, and that you shall not publish or use for any purpose any of the Inventions without the prior written consent of the Company. You hereby assign to the Company all of your right, title and interest in and to all of the foregoing. You further represent and agree that to the best of your knowledge and belief none of the Inventions will violate or infringe upon any right, patent, copyright, trademark or right of privacy, or constitute libel or slander against or violate any other rights of any person, firm or corporation and that you will use your best efforts to prevent any such violation.

(b) Cooperation. At any time during or after the Term, you agree that you will fully cooperate with the Company, its attorneys and agents in the preparation and filing of all papers and other documents as may be required to perfect the Company's rights in and to any of such Inventions, including, but not limited to, joining in any proceeding to obtain letters patent, copyrights, trademarks or other legal rights of the United States and of any and all other countries on such Inventions, provided that the Company will bear the expense of such proceedings, and that any patent or other legal right so issued to you, personally, shall be assigned by you to the Company without charge by you.


8. Disclosure to Future Employers.

You agree that you will provide, and that the Company may similarly provide in its discretion, a copy of the covenants contained in Sections 5, 6 and 7 of this Agreement to any business or enterprise which you may directly, or indirectly, own, manage, operate, finance, join, control or in which you participate in the ownership, management, operation, financing, or control, or with which you may be connected as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise.

9. Confidentiality of company information:

The employee hereby agrees to regard and preserve all confidential information obtained during the course of employment or pertaining to the company's business, projects, products, customers, trade secrets, confidential information (including business and financial information) or unpublished know how whether patented or unpatented, and to all activities on behalf of the company and agrees that he/she will not publish or disclose any part of such information to others or use the same for his/her own purpose or the purpose of others during the course of employment or thereafter. Any information of the company which is not readily available to the public shall be considered by the employee to be confidential information and therefore within the scope of this agreement unless the company advises

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Software Services Private Limited
CIN: U72200TG2000PTC035410

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Gachibowli Serilingampally Mandal, Hyderabad - 500032, Telangana. Tel: +91 40 6733 8400 Web: www.valuemomentum.com

otherwise in writing.

10. Liability on termination of service:

The employee hereby agrees that upon termination of employment with the company (voluntary or otherwise) that he/she will return to the company all things belonging to the company and that all documents, records, notebooks and tangible articles containing or embodying confidential information including copies thereof in possession or control whether prepared by the employee or others and leave the same with the company for which the employee has to obtain a receipt of the same from the company. The employee hereby recognizes and understands that the unauthorized taking of any of the company's trade secrets is a crime and is punishable. The employee hereby recognize that such unauthorized taking of the company's trade secret may also result in civil liability beside criminal action and the employee will be liable for all costs, legal expenses and damages suffered by the company.

11. Exit Interview

The employee hereby agrees that upon termination of employment with the company (voluntarily or otherwise) he/she will attend an exit interview and return all items referred to earlier and agrees to prepare and sign any paper required in that behalf.

C. Copyrights

The employee agrees that all right, title and interest in any and all copy rights, copyright registrations and copyrightable subject matter which occur as a result of employment with the company shall be the sole and exclusive property of the company and agree that such works comprise works made for hire. The employee hereby assign and agree to assign, all right, title and interest in any and all copy rights, copy right registrations, copyrightable subject matter which occur as a result of employment will belong to the company.

D. Unfair Competition

12. During Employment:

The employee hereby agrees that he/she will not interfere with the business of the company in any manner particularly but without limitation to refrain from planning or organizing a competitive business during the term of employment.

13. Following Termination:

The employee hereby agrees that he/she will not render services directly or indirectly to a conflicting organization within a period of one year from the termination of service (voluntarily or otherwise) without the prior permission of the company.

The employee further agrees that for a period of one year after termination (voluntarily or otherwise) from service will not interfere with the business of the company in any manner particularly to refrain from the following acts:

- a) Initiating contact with any employee, consultant or other independent contractor of the company for the purpose of hiring away such employee, consultant or other independent contractor;
- b) Soliciting customer of the company;
- c) Working with any customer/client of the company who was such customer/client of the company during the last one year immediately preceding the date of termination.
- d) Disclosing the information vis-à-vis human resources/financial/marketing to the competitors or making use of such

Confidential


N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)


Software Services Private Limited
CIN: U72200TG2000PTC035410

VALUEMOMENTUM TOWERS

Plot No. 36 & 37, Survey No. 115/1 & 115/22 Financial District, Nanakramguda Village,
Gachibowli Serilingampally Mandal, Hyderabad - 500032, Telangana. Tel: +91 40 6733 8400 Web: www.valuemomentum.com

information for personal gain.

14. Non-competition:

Subject to the laws of the state in which the employee was employed hereby agree that for a period of one year immediately following the termination of employment with the company (voluntarily or otherwise)

- a) he/she shall not compete with any business, product or service of the company; and
- b) He/she shall not work with or for a person/company/organization which is or was a customer/client of the company within the last one year immediately preceding the date of termination of service.

E. General Provisions:

Both the parties agreed that if any portion of this agreement is found to be void or unenforceable it shall be severed there from leaving in force the remainder of this agreement.

This agreement will be binding upon the heirs, assignees, executors, administrators or other legal representatives of both the parties.

No wavier or modification of any of the terms or provisions of this agreement shall be valid unless contained in writing and signed by both the parties.

In the event that any legal action becomes necessary to enforce or interpret the terms of this agreement the prevailing party shall be entitled in addition to its court costs, to such reasonable attorney fees and expenses shall be fixed by a court of competent jurisdiction.

The employee hereby confirm and agree that in the event that he/she leaves the employment without observing the proper procedure detailed he/she will not withdraw any outstanding amount payable to him/her till all outstanding claims are settled by the employee to the satisfaction of the company.

This agreement contains the entire understanding between the parties with respect to the subject matter thereof and there are no representations, warranties, promises or undertakings other than those contained in the provisions above.

This agreement is executed with free will and consent and free from coercion or undue influence by the parties.

In witness where of both parties to the agreement have stretched their hands, signed and sealed this document on the day of in the presence of:

For ValueMomentum Software Services Pvt Ltd.

N.SaiKumar
N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)

Signature of Employee



ValueMomentum Software Services Pvt Ltd
Human Resources

Confidential

ACKNOWLEDGEMENT BY TEMPORARY TECHNICAL SERVICES CONSULTANT

(Employee of Vendor)

This Acknowledgement is given on the date stated below by the person identified below as the "Consultant" who is an employee of the entity identified below as the "Vendor" with whom Erie Indemnity Company ("Erie") has contracted for certain temporary technical services pursuant to the agreement identified below as the "Referenced Agreement."

Full name of Consultant: Nallanagulu Sai Kumar

Full street address of Consultant's residence: 8-2-269/19/462, Indra Nagar, Street No 11, Hyderabad, 500034

E-mail address of Consultant: saik25664@gmail.com

Vendor: ValueMomentum Inc.

Referenced Agreement between Erie and Vendor: Master Service Agreement

Date of Referenced Agreement: Jul 22nd 2021

Erie has arranged with the Vendor to obtain certain temporary technical services to be provided by Consultant, identified below as the "Services," for the period of time identified below as the "Period."

Description of the Services to be provided by the Consultant:

Development Services/ Testing Services/ Business Analysis Services/ System Administration Services/Project Management Services

The Services will be provided during the following Period(s): 22/07/21 Till TBD

Primary location for performing the Services: 100 Erie Insurance Pl, Erie, PA-16509 OR ValueMomentum India Office

In connection with the temporary assignment for Services summarized above, Consultant acknowledges and agrees to the following terms and conditions. Nothing in this Acknowledgement shall amend any of the terms and conditions in the Referenced Agreement above.

1. Term and Termination. Except as otherwise promised by Erie to Vendor, Erie may terminate the Services of Consultant at any time.
2. Rights in Work Product.
 - 2.1 All Work Product (as defined below) and all related intellectual property rights shall be considered works made by Consultant for hire for Erie and all such works and all related intellectual property rights shall belong, as between Erie and Consultant, exclusively to Erie. If by operation of law any of the Work Product is not owned in its entirety by Erie automatically upon creation thereof, then Consultant agrees to assign, and hereby assigns, to Erie the ownership of such Work Product, including all related intellectual property rights. Erie may obtain and hold in its own name copyrights, registrations and other protection that may be available to Consultant.
 - 2.2 Consultant agrees to provide any assistance required to perfect such protection and to take such further actions and execute and deliver such further agreements and other instruments as Erie may reasonably request to give effect to this Section.

Consultant may include in the Work Product pre-existing work or materials only to the extent that they are provided by Consultant or are owned or licensed by Consultant without restriction ("Consultant Tools"). Consultant may not use any open source software in developing any Work Product without Erie's express written consent.

- 2.3 To the extent Consultant Tools or derivatives thereto are included in the Work Product, Consultant shall retain ownership rights in and to such Consultant Tools and such derivatives of Consultant Tools but Consultant agrees to grant, and hereby grants, to Erie an irrevocable, perpetual, nonexclusive, worldwide royalty-free right and license to use, execute, reproduce perform and distribute copies of and prepare derivative works based upon such Consultant Tools and derivatives and the right to authorize others to do any of the foregoing.
- 2.4 All Work Product shall be deemed to exclude Consultant Tools unless otherwise agreed in a writing signed by Erie and identifying the specific Consultant Tools included in the specific Work Product.
- 2.5 "Work Product" means all materials created by Consultant under this assignment, including without limitation, all materials related to the deliverables, regardless of whether actually supplied to Erie, which may include without limitation, documentation, flow charts, logic diagrams, source codes, object codes, and materials of any type whatsoever (tangible or intangible and machine or human readable) which incorporate or reflect the design, methods, logic, specifications, or workings relating to the deliverables and any changes, additions or modifications or corrections, data, programmers' notes, computer programs, inventions (whether or not patentable), source code, pictures, audio, video, animations, artistic works, all works of authorship, and all other materials and rights delivered to Erie necessary for Erie to enjoy or realize the benefits of the deliverables created or developed in whole or in part by Consultant while performing the Services.

3. Confidentiality.

- 3.1 Consultant shall (i) not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted by Erie and (ii) take all reasonable measures to maintain the confidentiality of all Confidential Information of Erie in Consultant's possession or control, which will in no event be less than the measures used to maintain the confidentiality of Consultant's own information of similar type and importance.
- 3.2 "Confidential Information" means non-public information about Erie's or its affiliates' business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical, personnel related and other information of Erie or its affiliates, customers, trading partners, suppliers, licensors and insurance producers, regardless of whether marked or designated "confidential" and includes such information that by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential.
- 3.3 Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by any other means. Confidential Information will not include information that (i) is in or enters the public domain without breach by Consultant, (ii) the Consultant lawfully receives from a

third party without restriction on disclosure and to Consultant's knowledge without breach of a nondisclosure obligation, (iii) Consultant knew prior to receiving such information from Erie, or (iv) Consultant develops independently.

4. Residual Knowledge. Consultant shall be free to use elsewhere and to disclose to the extent inherently disclosed as part of providing services for others the "Residuals" (as defined below) from any Work Product or Confidential Information produced or received under this Agreement relating to processing techniques, concepts and methods, subject only to the obligation not to otherwise disclose, publish, or disseminate separately such information. The term "Residuals" means that information in non-tangible form retained in the unaided mental impressions of Consultant. But Consultant may not disclose: (i) the source of the Residual information or any information reasonably likely to reveal the source of such information; (ii) any of Erie's financial, statistical, customer, personnel data; (iii) the business plans of Erie; (iv) any personal information about Erie's personnel, officers, directors, representatives, customers, agents, distributors or other consultants; (v) any confidential information of a third party; or (vi) information intentionally committed to memory as to reduce it to tangible or intangible form to avoid the obligations otherwise contained in this Acknowledgement.
5. No Disqualifying Offenses. Consultant represents that he or she has not been convicted of any felony or of any misdemeanor for an offense involving any breach of trust including theft, embezzlement, fraud, the illegal manufacture, use, sale or possession of controlled substances, or offenses involving weapons or crimes of violence or, if Consultant is not citizen of the United States, found guilty of any similar offense in Consultant's home jurisdiction. If during the period is performing any Services for Erie, Consultant is convicted of or pleads guilty to an offense of the type described above, Consultant shall notify Vendor of such event.
6. Compliance with Laws. Consultant shall comply with all applicable employment, labor, and immigration laws, including those governing compensation; wages; overtime; Workers' Compensation insurance; the Immigration and Nationality Act ("INA"); and all such laws requiring certain information be provided to an employer.
7. Security and other Erie Policies. Consultant shall abide by all of Erie's policies provided to or otherwise made available to Consultant, including, without limitation, Erie's code of conduct and Erie's security procedures and related safeguards. The deliverables, supplements thereto and all other materials which Consultant may provide, at the time of delivery shall not include, and at no time after delivery of any deliverables shall Consultant insert, install or knowingly permit to be installed into such materials, and Consultant covenants to use all commercially reasonable efforts to prevent from being incorporated into such materials any virus, time bomb, back door or other disabling or harmful device.
8. Further Cooperation. On written (or via e-mail) request from Erie, Consultant shall provide to Erie reasonable evidence of compliance with this Acknowledgement.
9. Indemnification. Consultant agrees to indemnify, defend and hold harmless Erie and its subsidiaries, affiliates, successors and assigns and its officers, directors, shareholders and employees, from and against any and all losses, liabilities, damages, actions, claims, expenses and costs including, without limitation, reasonable attorneys' fees, which result or arise from or are based on Consultant's negligence or Consultant's breach of this Acknowledgement.

10. Relationship of Consultant and Erie.

10.1 Consultant expressly acknowledges and agrees that he/she is:

- a) An employee of Vendor and is not an employee or agent of Erie or any of its affiliates and will not be treated as such for any purpose, including, but not limited to, federal and state/provincial income tax purposes and goods and services tax purposes or state/provincial income tax purposes and that Erie and its affiliates have no responsibility to make deductions for, or to pay, any employee compensation, wages, overtime, and benefits of any kind, including retirement, long term incentive, stock options, health and protection, and other applicable benefit plans; and
- b) Not entitled to employment or company benefits or other prerequisites from Erie or any of its affiliates including any employee compensation, wages, overtime, and benefits of any kind, including retirement, long term incentive, stock options, health and protection, and other applicable benefit plans.

10.2 In addition to indemnity rights established elsewhere herein, Consultant shall indemnify and hold harmless Erie from and against any and all claims arising out of or relating to the relationship of Erie and/or its affiliates with Consultant including, without limitation, any claim made by Consultant or by any government or administrative body on behalf, or as a result of such person, that it is an employee of Erie or any affiliate.

- 11. Compensation. Consultant will be paid by Consultant's Employer for the Services provided hereunder. Consultant may be required to enter time into Erie's project management and timekeeping system. The number of hours worked by Consultant and reported in Erie's project management and timekeeping system are for Erie's internal uses only. Consultant acknowledges and agrees that in no event shall Erie have any liability for any failure by Vendor or by Consultant's Employer to pay Consultant any amounts relating in any way to the Services provided for Erie.
- 12. Severability. If any provision of this Acknowledgement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Acknowledgement shall not be affected and shall remain in full force and effect.
- 13. Waiver. The failure of Erie at any time to require performance by Consultant of any provision hereof shall not be taken or held as a waiver of the provision itself.
- 14. Governing Law. This Acknowledgement shall be deemed a contract made under the laws of the Commonwealth of Pennsylvania, and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of such State, without regard to conflicts of law principles thereof.
- 15. Forum. Consultant irrevocably agrees that any legal action, suit or proceeding brought by him or her in any way arising out of this Agreement must be brought solely and exclusively in the United States District Court for the Western District of Pennsylvania or, in the state courts of the Commonwealth of Pennsylvania if the legal action, suit or proceeding lacks the subject matter jurisdiction to be brought in such District Court, and irrevocably accepts and submits to the sole and exclusive in personam jurisdiction of each of the aforesaid courts,

generally and unconditionally with respect to any action, suit or proceeding brought by him or her or against him or her by Erie.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand or mailed by certified mail, return receipt requested, first class postage prepaid, or sent by Federal Express or similarly recognized overnight delivery service with receipt acknowledged addressed to the address above, and for notices to Erie, to the attention of Erie's General Counsel. If delivered personally, the date on which a notice, request, instruction or document is delivered shall be the date on which such delivery is made and, if delivered by mail or by overnight delivery service, the date on which such notice, request, instruction or document is received shall be the date of delivery. Provided, however, Erie may deliver any notice, request, demands or other communications hereunder to Consultant exclusively via electronic means to the e-mail address identified above, or as Consultant may change by sending written notice to Erie as stated above.
17. Complete Agreement. This Acknowledgement represents the entire agreement between Erie and Consultant with respect to matters covered herein and supersedes and merges all previous proposals and/or agreements, written or oral. No variation or alteration of any term of this Acknowledgement shall have effect, unless in writing and signed by Consultant and authorized officer of Erie.

CONSULTANT ACKNOWLEDGES READING AND UNDERSTANDING THE ABOVE AND AGREES TO BE BOUND THEREBY. IN ADDITION, CONSULTANT ACKNOWLEDGES RECEIPT OF A COPY OF THIS ACKNOWLEDGEMENT.

EXECUTED this 22 day of Jul 2021.

Software Engineer-Testing

Signature: N.SaiKumar
N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)

Print Name: Nallanagulu Sai Kumar

ERIE INSURANCE GROUP

**IMPORTANT INFORMATION FOR
CONTRACTORS, CONSULTANTS AND VENDOR PERSONNEL**

ACKNOWLEDGMENT OF RECEIPT OF:

- ***Important Information For Contractors, Consultants and Vendor Personnel***
- ***Information Security Contractor Security Awareness Training***

I have received the ***Important Information for Contractors, Consultants and Vendor Personnel*** and the ***Information Security Contractor Security Awareness Training*** and I understand that it is my responsibility to read and comply with the policies contained in these handouts.

I also understand that during the course of my engagement with ERIE I may be provided with access to training materials that pertain to the work I am performing. I understand that I should only access those materials that are relative to this work and no other training materials.

N. Sai Kumar

N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)

Signature of Contractor

22/07/21

Date

Name : Nallanagulu Sai Kumar

Contractor's Name - Printed

ValueMomentum Inc.

Vendor

EMPLOYEE NON-DISCLOSURE & INVENTION ASSIGNMENT AGREEMENT

Confidentiality of ERIE Privacy and Security Information

This Employee Non-Disclosure & Invention Assignment Agreement made and executed on the
____ 22_ Day of ____ July 2021 _____ at Hyderabad between
19th Day of Mar 2020 (Sample)

M/S Value Momentum Software Services Pvt Ltd., having its Registered Office at ValueMomentum Towers, Plot No 36 & 37, Gachibowli, Financial District, Nanakramguda, Hyderabad, Telangana-500032, India hereinafter called "COMPANY" which expression mean and include its successors, administrators, executors etc., on the one part;

And

Mr./Mrs./Ms. _____ Nallanagulu Sai Kumar

S/o, D/o, W/o Mr./Mrs./Ms ____ Niranjan Chary

Aged about ____ 26 ____ Years Resident of (Address) 8-2-269/19/462, Indra Nagar, Street No 11, Hyderabad, 500034

Hereinafter called "EMPLOYEE" on the other part.

Whereas the Company is involved in the business of providing end to end Information Technology Solutions and Software Services to Various enterprises both in India and abroad.

Whereas in pursuance of the business activities of the Company, the Company requires its Employees/Associates to be trained extensively so that they can further acquire advanced skills and be conversant with use of advanced technologies and equipments.

Whereas the Company imparts training to the Employees/Associates at considerable expenditure both direct and indirect training due to which the Employee/Associate further improve his/her professional standings considerably.

Now this memorandum of Agreement witnessed as follows:-

Duty to Protect Customer Protected Information

- I shall use Customer Protected Information only as reasonably required for my role to perform its responsibilities to ERIE under the Agreement.
- I acknowledge that unauthorized disclosure, use or access of Customer Protected Information could cause irreparable injury to ERIE.
- I shall hold all Customer Protected Information in trust and confidence and prevent unauthorized disclosure, use or access with reasonable care during my tenure within the organization while being part of any ERIE related projects.

N. Sai Kumar

N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)

x Employee Signature

Maintenance & Security

- I shall not carry any unauthorized baggage/luggage and information processing/computing devices e.g. Pen drives, CDs/DVDs, Mobile Phones with cameras, audio/video recorders, cameras, etc into the premises.
- I shall always access the premises with appropriate authentication based on the access permissions issued while following the existing access control mechanisms.
- I shall access the isolated ERIE Corporate Local Network through the allocated machine (desktop / laptop) only.
- I shall not reproduce any Customer Protected Information in any other networks.
- I must use a strong password to the allocated machine (desktop/laptop) and should change the password on periodic basis adhering to password policy.
- I shall not access/use corporate email/web mail from the ERIE Corporate Local Network.
- I shall use the ERIE provided email facility for official communication purposes only.
- I shall not access unauthorized sites from the remote machine (desktop/laptop) that is configured and provided to work as part of the ERIE Corporate Local Network.
- I shall not upload any Customer Protected Information to any sites from ERIE Corporate Local Network.
- I shall not download any unauthorized content from any unauthorized sites from ERIE Corporate Local Network.
- I shall not reproduce any of the Customer Protected Information by any of the activities e.g. taking print outs, copying data into the memory sticks /compact discs, recoding the data using cameras/ camera enabled cell phones/any type of voice/video/data transfer or recording devices etc.
- I am aware of ERIE Privacy & Information requirements and policies and abide by them.
- I understand that I shall be held responsible / accountable in case of any violation/breach of the confidentiality of ERIE Privacy and Security Information requirements that are mentioned in the induction program and also understand that ValueMomentum management may initiate appropriate disciplinary action that may include prosecution and/or any similar legal procedure.

General Provisions

No waiver or modification of any of the terms or provisions of this agreement shall be valid unless contained in writing and signed by both the parties.

In the event that any legal action becomes necessary to enforce or interpret the terms of this agreement the prevailing party shall be entitled in addition to its court costs, to such reasonable attorney fees and expenses shall be fixed by a court of competent jurisdiction.

N.SaiKumar

N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)

x Employee Signature

This agreement contains the entire understanding between the parties with respect to the subject matter thereof and there are no representations, warranties, promises or undertakings other than those contained in the provisions above. This agreement is executed with free will and consent and free from coercion or undue influence by the parties.

In witness where of both parties to the agreement have stretched their hands, signed and sealed this document on the day of in the presence of:

For **ValueMomentum Software Services Private Limited.**

N.SaiKumar

N.SaiKumar (Jul 22, 2021 19:55 GMT+5.5)

Name and Signature of Employee



ValueMomentum Software Services Pvt Ltd
Human Resources

x Employee Signature