



May 25, 2022

Dear Ambati Sai Kumar Reddy,

We would like to extend an offer of employment as **Trainee Software Engineer** at Terralogic Software Solutions Private Limited, which is located at #15, 4th 'C' Cross, Industrial Layout, 5th Block, Koramangala, Bangalore – 560034.

Attached, please find an Employment Agreement that will explain the basic details of your employment.

We are very excited about the possibility of you joining us and look forward to a productive and mutually beneficial working relationship. Please let us know if we can answer any questions for you about any of the matters outlined in the Employment Agreement.

Best Regards,

Narmada Vivekanand Biradar
Senior Manager – HR



EMPLOYMENT AGREEMENT

Private and Confidential

Terralogic Software Solutions Private Limited, a company incorporated under the companies act, 1956 and having its registered office at #15, 4th 'C' Cross, Industrial Layout, 5th Block, Koramangala, Bangalore 560034, hereinafter referred to as the “**Company**”;

and

Ambati Sai Kumar Reddy hereinafter referred to as the “**Employee**”.

IT IS HEREBY AGREED AS FOLLOWS:

COMMENCEMENT OF EMPLOYMENT

1. The Employee is employed by the Company in the function of **Trainee Software Engineer**. With effect from **5/16/2022**(MM/DD/YYYY).
2. The Employee shall perform any such duties as are incidental or implied and consistent with the background, training and qualifications or may be reasonably delegated as being in the best interest of the Company.
3. The position of the Employee will be probationary from the commencement date of this Agreement until the expiration of a period of six (6) months.
4. The Employee will report to the Director of Terralogic Software Solutions Pvt. Ltd, Rajeeve Krishnan.
5. The Employee is not allowed to undertake other activities, except with prior written consent of the Company, and whether or not the Employee receives financial compensation for these activities.

REMUNERATION

1. Salary (CTC): The Employee shall receive a starting annual compensation package of 305000INR. This amount will include basic salary, taxable and non-taxable allowances, benefits, perquisites, and other statutory payments. The Compensation Package will be subject to the usual deductions for tax and social security contribution normally to be withheld by an employer in India.

Terralogic Software Solutions Private Limited

Reg. Office: #15, 2nd Floor, 4th 'C' Cross, Industrial Layout, 5th Block, Koramangala, Bangalore – 560034. Tel: 080 41605111
CIN: U72200KA2008PTC045010. Email: info@terralogic.com Website: <http://www.terralogic.com>

HOURS OF WORK

1. The employee will be required to work, from Monday to Friday, for such hours as are necessary to suit the Company's clients' requirements and for proper discharge of the Employee's duties.
2. The Company does not maintain set daily hours of work, but the Employee is expected to work not less than forty (40) hours of each week, and if necessary, for additional hours as might be required for performing the employee's duties competently and to meet the Company's requirements.
3. The Employee may also be required to attend duties on Public holidays as per the exigencies of work.

PLACE OF WORK

1. The Company may, after giving the Employee reasonable notice, transfer or assign the Employee's services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad.
2. The Company may also depute the Employee to work or assign the Employee's services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the company may make any such arrangement or agreement. The Employee may also be required on a temporary basis to work at any client premises based in India or overseas.

HOLIDAYS

1. You will be eligible to the leaves and holidays in accordance with the policy of the Company as may be declared from time to time. You will be entitled to 12 accrued paid days of personal time off (PTO), and 8 days of sick leave. In addition to the PTO, you will also receive 10 days of paid government holidays, according to our holiday list.

RULES AND REGULATIONS

1. The Employee shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and other such practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time.
2. The Employee shall be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time.

CONFIDENTIALITY AND INVENTIONS

1. The Employee shall sign a Confidentiality and Intellectual Property Agreement with the Company prior to start date. In case of any breach or default by the Employee under the Confidentiality and Intellectual Property Agreement, this Agreement may be terminated by the Company with immediate effect.
2. The Company considers the protection of its confidential information and proprietary materials to be very important. You will have a duty and obligation to scrupulously observe the ethical code of fullest confidentiality and shall not reveal any confidential information, which you would come across in the course of your employment, during the tenure of your employment or any time thereafter. Any invention, improvement or designs conceived by you while in our employment which is within the existing or contemplated scope of the business of the Company shall become the Company's exclusive property for all countries. For purposes of this section and expression "The Company" shall in addition to Terralogic Software Solutions Pvt. Ltd. will include any firm, person or Company subsidiary to or affiliate with the Company.

TERMINATION OF EMPLOYMENT

1. This Agreement may be terminated by the employee by providing 90 days of prior written notice to the company after the first 36 months of employment completion. Termination request or Resignation request by employee within the first 36 months of employment completion will not be considered. Moreover employee is highly recommended to read and understand the below sub clauses and other points/clauses before signing this agreement.
 - a. If an employee had to undergo unforeseen critical ailments which needs minimum 4 to 6+ months of bed rest or critical ailments which are considered major in nature will need to be brought to the notice of Human Resource Manager and Reporting Manager following the process guidelines. In such scenario the case will be reviewed on priority basis and appropriate decision/suggestion/guidance will be provided to the employee.
2. Company can terminate this agreement at any point of time if the performance of the employee doesn't meet company expectations.
3. In the event of termination of this Agreement, the employment of the Employee with the Company will cease and the provisions of the Agreement (other than the provisions of Confidentiality and Inventions Agreement) shall not have any further effect. On termination, the Company shall not have any further liability to the Employee other than for remuneration, allowances and perquisites, which have accrued prior to the effective date of termination of employment.
4. In the event that Employee decides to leave the company's employment within the first 36 months of employment completion, Employee agrees to below clauses.

- a. Company will review the business impact for its project and business impact for customer and ask employee to adhere to the point no.1 in the Termination of Employment Section and continue to work till completion of first 36 months of employment.
 - b. Company will review the business impact for its project and business impact for customer and ask employee to pay back the expenses incurred by the Company in training the employee for the position, all bonus received during the employment period and minimum 3 months of customer billing amount to the company (which includes on the job training, position backfill cost, billing loss) and serve 90 days of notice period.
5. This Agreement may be terminated by the Company without notice or payment in lieu of notice if it has reasonable grounds to believe that the Employee is guilty of misconduct or negligence, or has committed any breach of this agreement. Termination of the Agreement under this sub-paragraph would be without prejudice to:
 - a. The Company's right to claim the actual damages it has suffered through this breach and
 - b. Any other relief to which the Company may be entitled under contract, law or equity.
6. Misconduct will include without limitation:
 - a. Absence from service without prior notice in writing or without sufficient cause for seven days or more;
 - b. Going on or abetting a strike in contravention of any law;
 - c. Causing damage to the property of the Company

ENTIRE AGREEMENT

This letter agreement supersedes and replaces any prior agreements, representation and understanding, whether written, oral or implied, between you and the Company.

We hope that you will accept our offer to join Terralogic Software Solutions Private Limited. You may indicate your agreement with these terms and accept this offer by signing and dating the enclosed duplicate original of these letter agreements and returning them to the Company. By signing this letter agreement, you confirm to Terralogic Software Solutions Private Limited that you have no contractual commitments or other legal obligation that would prohibit you from performing your duties for Terralogic Software Solutions Private Limited.



GOVERNING LAW

This Agreement is governed by and in accordance with the laws of India.

I, **Ambati Sai Kumar Reddy** have read and understood the above, and accept the appointment upon the terms and conditions as outlined above for my position at Terralogic Software Solutions Pvt. Ltd.

Signature : A. Sai Kumar Reddy Name : A . Sai Kumar Reddy
Date : 25 May 2022

For Terralogic Software Solutions Private Limited:

Narmada Vivekanand Biradar
Senior Manager – HR
25-May-2022

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