

# Annexure 1: TERMS OF EMPLOYMENT

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Neudesic Technologies Private Limited

Your employment for Neudesic Technologies Private Limited ("Company" or "Neudesic") will be governed by Company's policies, as modified, from time to time and at Company's sole discretion. The terms and conditions contained herein ("Terms of Employment") must be read as part of all of the Company's current policies. These Terms of Employment and the policies shall be subject to modifications, from time to time.

## 1. Effectiveness:

This agreement shall become effective on the commencement of your employment with Company.

## 2. Probation:

- 2.1. You shall be on probation for a period of one hundred and eighty (180) days from the effective start date of your employment with Company.
- 2.2. While on probation, the company can terminate your employment with one (1) months' notice.
- 2.3. You acknowledge and agree that Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to have provided any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your employment immediately.
- 2.4. Unless otherwise communicated to you by Company, the probation period will expire one hundred and eighty (180) days after your effective start date. The Company reserves its right to extend this probation period beyond one hundred and eighty (180) days.
- 2.5. If you desire to resign from your employment during the probation period, you shall provide Company sixty (60) days of prior written notice with reasons for such resignation.

## 3. Duties

- 3.1. The roles, responsibilities and duties appropriate to your designation or your employment, will be specified by Company from time to time. Company may at any time, in its sole discretion, alter or otherwise modify these roles, responsibilities and duties. Further, at any time, you may be required to provide services, directly or indirectly, to Company and its affiliates and their employees, contractors and clients.

## 4. Hours of Work

- 4.1. A working day shall comprise nine (9) hours, irrespective of shifts, and a break for an hour (in the aggregate).
- 4.2. You may be required to work on a shift basis. Shifts may be scheduled across twenty-four (24) hours a day, seven (7) days a week and three hundred sixty-five (365) days a year. Company, may at any time and in its sole discretion, change the shift timings.
- 4.3. Company may at any time, in its sole discretion, require you to work beyond nine (9) hours a day.

## 5. Place of Employment

- 5.1. You acknowledge and agree that you may be assigned, transferred or deputed to offices, departments or units of Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer or deputation, you may be required to consent to and/or agree to such an assignment, deputation or transfer.
- 5.2. In the event of any assignment, transfer or deputation of your services, your salary and other benefits may be adjusted in accordance with Company's policies with respect to such an assignment, transfer or deputation.

## **6. Travel and Expenses**

6.1. You may be required to travel, whether in or around India or overseas, in connection with your employment with Company upon short notice to you. While travelling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during the course of your employment will be reimbursed in accordance with the prevailing travel and expense policy of Company. You are expected to keep your passport valid at all times.

## **7. Salary and Benefits**

- 7.1. Your salary will be reviewed on a yearly basis and your salary may be adjusted, depending upon various factors, including your performance during the preceding performance period.
- 7.2. Notwithstanding the above, you acknowledge that it is Company's policy to review the salary payable to its employees for successive years and such compensation may be higher or lower than the salary received for the previous year depending on various factors, including the overall performance of the Company.
- 7.3. In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. Company may, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The salary and/or benefits offered to you by the Company may be pro-rated depending upon your effective start or effective termination date.

## **8. Leave Policy**

8.1. Company's leave policy shall apply to your employment and may be modified by Company at any time, in its sole discretion.

## **9. Severance**

- 9.1. Your services may be terminated by your giving three months' notice to the company or the company giving you one month's notice in writing. However, in a situation where a written undertaking is given by you to serve the Company for a specified period of time, the applicable notice period from your end to terminate the appointment will be as per the written undertaking given. Notice pay and any other outstanding, which may be due from you, will be deducted from Company dues payable to you on separation or / and recovered from you as the case may be.
- 9.2. Your employment shall terminate immediately, if you are in breach of any of the terms contained herein or any of the Company's policies and you expressly agree that you will have no opportunity to cure unless and otherwise expressed by the Company.
- 9.3. Company may terminate your employment immediately, with or without notice, on the occurrence of your:
- Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;
  - Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or
  - Involvement in any act of moral turpitude.
  - Prolonged incompetent delivery of duties and responsibilities as judged by the Company

## **10. Consequences of termination**

- 10.1. Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return to the Company:
- Any property belonging to the Company, such as a laptop computer, mobile phone, access card and other devices with details of any passwords or user ids installed therein; and
  - All Confidential Information and any Work Product, including any documents and information, of whatever description or in whatever form, tangible or intangible, in your possession, together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents.

- 10.2. Upon termination or expiration of your employment, for any reason, amounts due or payable, from, or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.
- 10.3. Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training. Further, Company shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.
- 10.4. Any termination of employment or these Terms of Employment by Company shall be without any further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

## **11.. Mode of Communication**

- 11.1. Other than general notices, which may be intimated by e-mail, general notice, announcement on the Company's web site, bulletin e- mail, bulletin boards and other similar postings, notices will be provided to you in person, by email or by ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the management thereafter.

## **12.. Confidentiality**

- 12.1. You agree, as part of your employment hereunder, you will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their employees, contractors and/or clients. At any time during the term of your employment, you agree to execute non-disclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients with respect to such Confidential Information.
- 12.2. During the term of your employment and thereafter, you shall:
- Hold the Confidential Information in the strictest confidence;
  - Not disclose or use or attempt to use or disclose, the Confidential Information except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you;
  - Not disclose or divulge the Confidential Information to or for the benefit of any third person or entity without the prior authorization of the Company;
  - give prompt notice to Company of any actual or attempted unauthorized use or disclosure of the Confidential Information; and
  - Return the Confidential Information, including any copies or reproductions, at Company's request or upon termination of your employment. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you, including in the event where you take up or attempt to take up employment with or act or attempt to act as consultant or contractor to, any person, who may be a competitor of Company, or take up or attempt to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information.
- 12.3. "Confidential Information" means any proprietary or confidential information, work product (whether produced by you or other resources of the Company or provided to you by Company or on Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of Company, its affiliates and their employees, contractors and/or clients, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions, processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications. Confidential Information shall not include information which is publicly available.

## **13.. Intellectual Property**

- 13.1. You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover or create during or in consequence of employment hereunder ("Work Product") shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to Company and its affiliates upon inception or development.

- 13.2. All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to Neudesic or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Neudesic and its affiliates and their employees, contractors or clients with respect to such rights and grant to Neudesic and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub licensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof.
- 13.3. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company and its duly authorized officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you.
- 13.4. You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you.

## 14. Data Privacy Policy

- 14.1. Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as your spouse or children). Such data may be received from you, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for the relevant and limited purposes specified in Company's data privacy policy ("Privacy Policy"), a copy of which is available on request. Further, Company may for these purposes transfer such data to any country in which Neudesic's worldwide organization does business. By signing these Terms of Employment, you consent to the terms and conditions of the Privacy Policy, as may be modified by Company at any time, and in its sole discretion, upon notice to, and you expressly consent to the following:
- the processing of your personal data in accordance with the Privacy Policy;
  - the collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Privacy Policy;
  - the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
  - treating any personal data to which you have access in the course of your employment strictly in accordance with the Privacy Policy and other Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes of which it was disclosed to you.
- The reference to information "about you" or similar references, includes references to information about third parties, such as spouse and children (if any), which are provided by you or on your behalf.

## 15. Non-Compete and Non-Solicit

- 15.1. During the term of your employment or these Terms of Employment, you will not, directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business which could result in direct or indirect competition with the business of the Company.
- 15.2. You are not entitled to join any of Neudesic's clients up to a maximum period of 6 months after the termination of your employment from Neudesic, irrespective of the mode of termination.

15.3. During this Agreement and for a period of 12 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of Neudesic to terminate, or in any way interfere with, the relationship between Neudesic and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of Neudesic at any time during the term of this Agreement.

## 16. Warranties

- 16.1. You warrant that your employment will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party to.
- 16.2. You warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior the effective start date at the Company.
- 16.3. You warrant that you have not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise.
- 16.4. You warrant that you will comply with all of Company's policies and standards (including the Company's Code of Business Ethics) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with the ethical and professional standards of Company or otherwise as applicable to the services provided by you hereunder.
- 16.5. You warrant that you possess all the requisite certificates, licenses, permits, and clearances to be able to lawfully and rightfully perform the services as required hereunder.

## 17. Indemnification

- 17.1. You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Terms of Employment.

## 18. General

- 18.1. These Terms of Employment and your employment is personal to you and you cannot assign, subcontract or transfer your obligations hereunder to any other person or entity. Neudesic may assign these Terms of Employment, in part or whole. No delay or failure by Neudesic to exercise any of its powers, rights or remedies under these Terms of Employment will operate as a waiver of such powers, rights or remedies. If any provision of these Terms of Employment is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Terms of Employment shall not be affected. You shall not make any announcement concerning Company and its affiliates and their employees, contractors or clients without Company's prior written consent and you shall not use or disclose the name, trademark, domain name, service mark, logo or any other intellectual property of Company and its affiliates and their employees, contractors or clients. These Terms of Employment and Service Agreement will be construed in accordance with and governed by the Laws of India. These Terms of Employment, together with the offer letter (and any attachments thereto), are the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter hereof.

**I have read, understood and agree to the terms and conditions as set forth in these Terms of Employment. My acceptance is as of the day and year written below.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Neudesic authorized signatory:- \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_