

PRIVATE AND CONFIDENTIAL

August 21, 2024

Gunti Sreehari
Hyderabad

Dear Sreehari,

Congratulations!

Thank you for your interest in associating with our organisation. We are pleased to confirm your employment with Thomson Reuters International Services Private Limited, Thomson Reuters Group Company for the **Software Engineer** role.

We are delighted to set out below the terms and conditions of your employment with the Thomson Reuters Group Company, Thomson Reuters International Services Private Limited whose name appears on this letterhead Thomson Reuters International Services Private Limited.

1. Commencement Date:

The date of commencement of this employment contract is **September 18, 2024**.

2. Initial position, work description, Title Use and Work Base:

a. Your work base at commencement of your employment will be **Hyderabad**. Your reporting line, objectives, hours of work and other relevant details relating to the Position will be notified to you in due course. You will accept and abide by all lawful and reasonable instructions issued by any of your managers/ superiors. This may from time to time be revised by a written notice to you.

b. The Company reserves the right to redesignate or revise your Position or work description at any time by a written notice to you.

c. The Company may at any time transfer, second, depute or assign your services to any establishment or operation of the Company or any other Group Company or any successor company whether in India or abroad. Group Company means an entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control of the company, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such entity or its business and assets. The Group Company will be deemed to be in control of an entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

d. Where agreed by your reporting manager in writing and if permissible under applicable laws and regulations, the Company may permit you to use different titles or designations solely for external representation purposes for benefit of the company or the role. If that is the case, you agree that any such title shall not in any way deemed to operate as a modification of this letter, a change in your Position or otherwise entitle you to any additional benefits in relation to your employment.

3. Remuneration:

a. At the commencement of this contract effective **September 18, 2024**, your remuneration will be as set out in the attached Annexure I.

b. Monthly or periodic components of your remuneration will be paid to you in accordance with the normal payment schedule for the time being applicable to the establishment of the Company.

Such payment shall be subject to deductions of applicable taxes, and other levies, contributions, etc. as per the relevant laws and contractual terms as may be applicable and amended from time to time. Your remuneration includes any amounts or components that law, or regulation requires the Company to pay you as an employee (Statutory Payments). If the law revises the rates of any Statutory Payments or imposes an additional tax burden on the Company on the payment of any component of your Salary, the Company may revise the individual components of your remuneration such that the total amount of cost incurred by the Company on account of your remuneration continues to remain the same after revising the individual components.

c. The Company may at its sole discretion from time to time review your remuneration, normally once annually. Where the Company agrees to revise your remuneration, you will be notified of it in writing. Until the Company notifies you of a revision in your remuneration, the latest written communication to you giving details of your Salary shall apply. You agree that all such revisions shall be binding on you.

d. Provident Fund Contributions - Both employee and employer are part of your Base Pay compensation and accordingly deductions on Provident Fund would be done basis the same.

4. Probation:

a. Your appointment will be on probation for a period of six months (Probation Period). You will be advised in writing upon satisfactory completion of the Probation Period. If you receive no such communication, the Probation Period will be deemed to have been extended until the Company advises you in writing of confirmation in your appointment or notifying you otherwise.

b. The Company may terminate your employment by a prior written notice of at least 1 (one) month (or payment of proportionate remuneration for any shortfall in the notice period) at any time during or at the end of the Probation Period without assigning any reason for such termination.

c. You may terminate your employment by giving the Company a prior written notice of at least 1 month at any time during the or at the end of the probation period.

5. Statutory Benefits:

a. Subject to clause 3 above, you will be eligible to statutory benefits such as provident fund and gratuity, as detailed in the Memorandum of **"Terms and Conditions of Employment"**, and under the relevant policy in force as revised and amended from time to time.

6. Leave:

a. You will be entitled for leaves, in accordance with the policies (defined below) of the Company for the time being in force. At the commencement of your employment, your leave entitlement will be as set out in the Memorandum

of "Terms and Conditions of Employment" (Attached Separately). Please review the enclosed documents carefully prior to signing them.

7. Information Provided by You, Reference Checks, Background Check:

a. The information and documents submitted by you before the commencement of your employment (or subsequently) (including your resume, application forms, etc.) or at anytime thereafter form the basis of, as relevant, offering employment to you and continuation of your employment.

b. You have confirmed to the Company that you neither have any freelance, advisory, partner or any similar engagement contract with any third party nor have a business set-up that may give rise to a conflict with your employment or amounts to being in competition with Company's business, except your financial investment in a partnership firm (as a dormant partner) involved in real estate activities without your involvement in running the partnership firm. You shall promptly inform the Company if any such work or business is conflicting with your employment or competes with the Company's business. If, in the reasonable opinion of the Company, such work or business you undertake gives rise to a conflict or is in competition to the Company's business, the Company may terminate your employment without further notice.

c. The Company reserves the right to make such inquiries, background or reference checks (including criminal background checks) as it considers necessary. By accepting employment: (i) you agree to the conduct of such checks including by way of engaging third party agencies to conduct such checks; and (ii) you consent to your personal details to be used for conducting such background checks (including providing them to the third party agencies solely for this purpose). The Company shall have the right, and you hereby consent to monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

d. The commencement or continuation of your employment with the Company is contingent upon a background check and check of references satisfactory to the Company. Further, the Company shall have the right, and you hereby consent to such monitoring of your performance and your activities during the period of employment with the Company as the Company deems fit.

e. You shall submit to the Thomson Reuters Human Resource team a pre-approved document list as detailed in Annexure II to this letter of appointment and bring the appropriate documents with you on your first day of work. Failure to present this identification may result in, as relevant, a delay in the commencement date of your employment or termination of your employment.

8. Changes to the Terms and Conditions of Employment Applying to you:

a. You acknowledge that over a period of time, considering the market conditions, business environment it will be necessary for the Company to make changes or modifications to (or replacement of) the terms and conditions of employment. The Company reserves the right to make changes or modifications to (or replacement of) any of the terms and conditions of your employment as the Company acting reasonably considers necessary in the context of changes in the business environment, market practices or other circumstances. Minor changes of detail (e.g. in procedures) may be made from time to time and will be effective through a general notice to employees.

b. You will normally be given not less than 15 (fifteen) days written notice before any significant changes are made to the terms and conditions of your employment and you hereby grant your express acceptance and readiness to comply Company rules, regulations and policies in existence together with any changes or modifications thereof from time to time.

c. You are requested to acknowledge and sign the confirmation of acceptance of terms and conditions regarding compensation and benefits apart from other general employment terms as detailed in **Annexure III**.

9. Code of Conduct:

a. The Company is part of the Thomson Reuters group of companies and upholds the shared values and standards of ethics and conduct that apply generally across the Company and its Group of Companies. As an employee of Thomson Reuters or its Group Company you shall uphold the Thomson Reuters Code of Business Conduct and Ethics and any other codes that the Company may from time to time notify as applying to its employees, including any modifications, alterations, additions, deletions or replacement of any of them at its sole discretion (together, Codes; each a Code).

b. The Codes are integral to the Company and are an important source of guidance to the Company's employees as to the standards of conduct expected of each of the Company's employees. While no document could possibly cover every question or circumstance regarding your conduct and discipline as the Company's employee, the Codes provide guidance on some of the conduct issues that are critically important to us. Just as important, the Codes can help you identify when it's time to ask for guidance from your manager, a Thomson Reuters Human Resources business partner or a Thomson Reuters lawyer.

c. You may be asked for a written or signed acknowledgement for certain Codes. If so requested, please acknowledge that you have received access to and read those Codes and that you understand your obligations to comply with the Code. Regardless of whether you have provided such written or signed acceptance, you expressly agree that each of the Codes are binding on you and that it is important for you to always comply with them at all times. If you have computer access, you will likely be able to submit your acknowledgement electronically. Information will be provided to you as to how to submit your electronic acknowledgement. If you do not have computer access, you should sign a copy of the acknowledgement form at the end of the Code and return it to your local Human Resources department.

d. The Company reserves the right to terminate your employment at any time if it does not receive your acknowledged, signed copy of any of the Codes. You acknowledge that non-compliance with any of the Codes may result in disciplinary action against you, including, where the Company considers necessary under the circumstances, termination of your employment.

10. Confidential Information and Invention Assignment Agreement

Your agreement with the Company is contingent upon you entering into the attached Confidential Information and Invention Assignment Agreement (attached separately). Please review the enclosed documents carefully prior to signing them.

11. Confidentiality:

a. You acknowledge that information of a confidential nature pertaining to the Company or any other Group Company may come into your possession or become otherwise known to you in the course of your employment. Such information may include (but is not limited to) trade secrets, know-how, business processes, product information, pricing, business strategy, customer lists, supplier terms and conditions, employment practices, employee particulars, etc. All such information is called Confidential Information.

b. You will keep confidential the Confidential Information and not use it for any purpose other than the performance of your duties as an employee of the Company. You will not disclose it to any third party, except to the extent necessary for the relevant third party to know in order for you to perform your duties as an employee of the

Company, and provided you take appropriate and reasonable steps to make sure such third party understands the confidential nature of the Confidential Information and is appropriately bound by confidentiality obligations consistent with these terms or more stringent as the circumstances may warrant.

c. Confidentiality obligations set out in this clause 11 do not apply to information that the Company generally makes known to the public or otherwise comes into public domain through no fault of yours.

12. Intellectual Property Rights:

a. Your employment with the Company shall at all times be subject to your signing (and acting in a manner consistent with) an undertaking in favour of the Company vesting in the Company all intellectual property rights in the works created by you in accordance with the form attached to this letter as **Annexure IV**.

13. Termination:

a. Without limiting clause 4, the Company may at any time terminate your employment:

i. The company may at any time terminate your employment without cause by giving you prior written notice of at least **60 days** (Notice Period) or paying you amount equivalent to the proportionate Payslip Total for any shortfall in the Notice Period.

Payslip Total means the total gross monthly salary as shown on your latest salary slip provided by the Company to you (including taxable reimbursements) but excluding amounts payable upon retirement, your committed or discretionary bonus and any reimbursements:

ii. With immediate effect without any compensation by a written notice to you if:

A. You are (or the Company acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment and the Code of Business Conduct and Ethics.

B. The Company, acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violations of any Policies or have been grossly negligent or reckless in your conduct;

The Company at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or the Company following the conduct of background or reference checks referred to in Clause 7 or otherwise receives information or becomes aware of information concerning you which the Company, acting reasonably, considers to be materially detrimental to its interests should your employment continue; or

iii. With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice or your absence from work due to medical reasons exceeds 2 (two) months in any calendar year;

iv. By a written notice at any time during or at the end of the Probation Period without assigning any reason for such termination;

v. By a written notice, where in the event your appointment is made subject to your passing your educational qualification and you do not within the time limit stipulated to you by the Company produce a certificate of passing your educational qualification to the reasonable satisfaction of the Company, and

vi. With immediate effect if you are absent from work for a period of 8 (eight) working days without the written approval of your reporting manager (including where you overstay your leave/training).

b. You may terminate your employment without cause at any time by giving the Company a prior written notice of at least **60 days** (Notice Period Days).

c. Company reserves all rights to recover the shortfall of Notice period in the event of early relieving as per the request of the employee.

d. In the event of a notice for termination or notice of resignation being served in accordance with this Letter, notwithstanding the date of effectiveness of the dismissal or resignation, the Company shall have the right, at its sole option and discretion, to place you on garden leave from the date of the notice of termination or resignation until the expiry of the notice period ("Garden Leave Period"), during which period you may be required not to come to the office, and cease to undertake work in the capacity of an employee of the Company. However, if required by the Company, you shall make yourself available for work during the Garden Leave Period, including for transition of your role and other work different from your normal duties.

You may not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade on your own account. In addition, you may not contact or attempt to contact any client, customer, supplier, agent, professional adviser, or any employee of the Company without the prior written permission of the Company. Salary and other contractual benefits shall continue to be paid during the Garden Leave Period, subject to you complying with the terms of your employment, and any other reasonable conditions that may be imposed by the Company.

14. Intimation of certain events by the employee

You agree that you will notify the Company immediately on occurrence of any of the following events:

- a. on your conviction for any offence involving fraud or dishonesty;
- b. on your conviction for any offence under legislation relating to outsourcing of financial services;
- c. on presentation of a petition for bankruptcy or order against you;
- d. on imposition of disciplinary measures or sanctions by any regulatory authority in relation to your professional or business activities; or
- e. on any order by a court disqualifying you from being associated with the management of the Company.

15. Company Policies:

a. You acknowledge and agree that during the course of your employment you will be governed by the rules, policies, guidelines, codes and internal regulations as are for the time being in force (together, "Policies"). The key current Policies will be made available to you; however, you acknowledge that it is your responsibility to know and keep yourself updated of the Policies from time to time. Please get in touch with the relevant Human Resources team for assistance on where and how you may access the Policies.

b. You acknowledge that the Company continues to operate in a dynamic environment due to which it may from time to time be necessary for the Company to make changes to its Policies. You therefore acknowledge and agree that the Company may from time to time at its discretion revise, modify, add, delete or replace any of the Policies. You agree to be bound by all such changes.

16. Notice Pay Reimbursement (If applicable):

- a. Where the Company reimburses to you any amount that you have to (or have had to) pay to your previous employer in lieu of any shortfall in your termination notice period with your previous employer (Notice Pay Reimbursement), you agree that: a. You are responsible to properly account for and pay any applicable statutory taxes or levies on such payment;
- b. In the event of resigning voluntarily or getting terminated due to poor performance evaluation within one (1) year from the date of joining, the Company reserves the right to reclaim the reimbursed Notice Period Payment in full.
- c. You authorise the Company to deduct any such recovery from the amounts that the Company may be obliged to pay you at the time of settling your dues following cessation of employment.

17. Non-Solicitation:

You undertake that a period of six (6) months from the date of termination of service or expiry of services with the Company, you will not, whether directly or indirectly in any manner whatsoever, endeavour to solicit or entice away any person who is engaged with the Company, whether as an employee, consultant, adviser or in any other capacity. You also agree that in the event of your separation from the Company for whatever reason, for a period of one (1) year from the date of termination of services or expiry of services with the Company (except with the written approval of the Company), you will not solicit business in competition with the Company.

- a. You will not divulge information of the Company to any third party/client of the Company neither will you in competition offer or supply products or services, which competes directly with those products or services offered by the Company or its group companies.
- b. You will not solicit, encourage, or induce or attempt to solicit, encourage, or induce any employee, marketing agent or consultant of the Company or Group Company to terminate his/her employment, agency, or consultancy with the Company or Group Company.
- c. For a period of one (1) year from date of termination of services or expiry of services with the Company (except with the written approval of the Company) you will not be employed with or provide consultancy services directly or indirectly to a customer of the Company or to any of its group companies.
- d. You will not induce or attempt to induce any current or potential customer to terminate its relationship with the Company or Group Company not to establish a relationship with the Company or Group Company.

18. Governing Law and Jurisdiction

The terms of this letter is governed by, and shall be construed in accordance with the laws of India. Subject to Clause 19, the Company and you hereby consent to the exclusive jurisdiction and venue of courts in Mumbai for all matters arising out of or relating to this Letter.

19. Dispute Resolution

- a. If any dispute, controversy or claim of whatever nature arises out of or in connection with this Letter, including any question regarding its existence, validity or termination arising out of or in connection with this Letter then it, shall be referred upon the application of a party to arbitration, and finally settled in accordance with arbitration rules of the Mumbai Centre for International Arbitration ("MCIA Rules") in force at the relevant time.

b. A sole arbitrator appointed shall be appointed in accordance with the MCIA Rules. The seat and venue of the arbitration shall be Mumbai. It is also agreed that the language of the arbitration shall be English.

20. General:

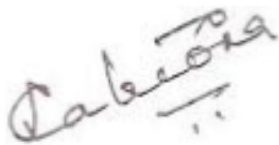
a. Headers or titles are for the sake of convenience only and do not affect the construction or interpretation of your employment contract.

b. Where you wish to give notice to the Company you must send it to the Company's office located at the place where your manager is based with a copy to Human Resource team supporting your function. You agree that where we need to give you notice, the notice may be issued to you electronically or otherwise be sent to you at any of the last known contact address that you have provided to the Company. Either you or the Company may change the contact address for notices by a prior written notice to the other.

c. If the Company does not exercise a right, it does not mean that the Company has waived its right either in that instance or any subsequent instance.

We are excited about the many ways you will have opportunities to contribute to the success of the Company and look forward to your accepting employment with us. If you have queries, please do not hesitate to get in touch with the Talent Acquisition team member with whom you have been connected with.

For **Thomson Reuters International Services Private Limited**
(A Thomson Reuters Group Company)



Catriona Mackness
Senior Director, Regional HR India

ACCEPTANCE

By signing below, I accept employment with the Company on the terms and conditions set out above and further agree that (a) it contains the terms of my employment with the Company including those set out in Annexure I to this letter of appointment, and the Memoranda "Terms And Conditions Of Employment - Components of C & B" and "General Policies Governing Employment", and as described further below in this document; and (b) these terms and conditions offer supersede any and all prior understandings, offers or agreements, whether oral or written.

Signature:

Name: **Gunti Sreehari**

Business Title: **Software Engineer**

Date:

Annexure I - Total Rewards

Name: Gunti Sreehari

Title: Software Engineer

Reporting Manager: Mohammad Nadeem Khan

Department: Technology - Product Engineering-ALL

Base Pay (Total Fixed Pay)

Particular/Component: (Refer Components of the Total Rewards, Terms (a))	Amount INR
Basic (per annum)	520,000
Flexible pay (per annum)	717,600
Provident Fund (per annum)	62,400
Base Pay (Total Fixed Pay)	1,300,000

As per the Compensation structure, below two components would be part of Flexible Salary component and calculated as:

- House Rent Allowance: 50% of Basic Salary.
- Leave Travel allowance: 20% of Basic Salary or INR 12,500 per month, whichever is lower.

** Refer to the flexi pay document for more details

Variable Pay

Target bonus Annual Incentive Plan:

- Apart from the Base Pay (Total Fixed Pay) components as specified above, you are eligible to participate in our **Variable Pay AIP Plan**, subject to the criteria of the then applicable incentive plan of the company.
- This is a discretionary bonus plan based on Individual performance and Company performance with a payout of **8.00%** of the Base Pay (Total Fixed Pay). The potential variable pay amount **INR 104,000** (An indicative amount only) on a full year basis
- Please note that the payout under this plan will always be according to the company's applicable incentive plan as may be revised and circulated every year.
- Should you be eligible to receive bonus under the Payment of Bonus Act, 1965 ("Bonus Act"), any variable pay amount as described in the paragraphs above will be deemed to be in lieu of bonus based on profits payable under the Bonus Act. If the variable pay amount payable to you, as described and calculated in the paragraphs above, is less than your entitlement under the Bonus Act, the differential amount shall separately be paid to you within the timelines set out under the Bonus Act.

Statutory Benefit

Gratuity:

Subject to the below terms and conditions and the limits set out in the Payment of Gratuity Act, 1972 you shall be eligible for Gratuity Payment.

Please note that on becoming eligible for Gratuity (a) the maximum limit of Gratuity to be exempted from tax is with accordance to the law.(b) if the PGA changes such that any of the eligibility, limit or method of calculation of payment of gratuity is/are altered, then the Company from time to time reserves the right to revise the terms of payment of gratuity in accordance with its then applicable policies.

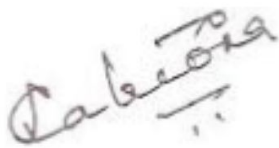
Additional Benefits

Shift Allowance:	Where applicable and the allowance is variable based on shift timings. The details provided in the Shift Allowance Policy
Group Mediciclaim Insurance Policy (GMC):	Insurance cover: INR 600,000 p.a for spouse, two children and parents (Note: Maternity Benefit of INR 120,000 for C-section and INR 100,000 for Normal cases is included in the total Insured amount)
Group Term Life Insurance Policy (GTL):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employee's Group Personal accident insurance Policy (GPA):	Sum Insured: 4 times of TFP (Total Fixed Pay)
Employees Depository Linked Insurance (EDLI):	Flat Sum Insured: INR. 702,000

The remuneration stated above is subject to the terms and conditions of your contract of employment of which this is a part.

Please refer the Flexi pay document to understand the terms & conditions

For **Thomson Reuters International Services Private Limited,**
(A Thomson Reuters Group Company)



Catriona Mackness
Senior Director, Regional HR India

ACKNOWLEDGED AND AGREED

Signature:

Name: Gunti Sreehari

Date:

Annexure II

LIST OF DOCUMENTS TO BE SUBMITTED

- Copy of Experience & Relieving letter from last employer (If applicable).
- Identity Proof for Bank Account Opening (Copy of passport, Pan Card, Driving License & Aadhar card).
- 3 Passport Size Photographs in White background.

Annexure III

CONFIRMATION OF ACCEPTANCE OF TERMS AND CONDITIONS REGARDING COMPENSATION AND BENEFITS AND GENERAL EMPLOYMENT TERMS

I **Gunti Sreehari**, hereby confirm that I acknowledge having received a copy of and agree to the contents of the following memorandum:

- Terms and Conditions of Employment & Flexi Pay Components.

I understand that this memorandum, together with any amendments and modifications thereto, shall be available on the intranet portal of the Company, and I further understand that it is my responsibility to check for any modifications or amendments to the memorandum mentioned above from time to time. Where such memorandum sets out terms and conditions, I agree that the Company may from time to time revise them and any such terms and conditions or their revisions will be binding on me. I agree to comply with them as are for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Gunti Sreehari

Title: Software Engineer

Date:

Annexure IV

Thomson Reuters International Services Private Limited
(A Thomson Reuters Group Company)

Intellectual Property related Undertaking

By this undertaking (**Undertaking**), I agree, acknowledge and undertake as follows:

1. If at any time in the course of my employment with the Company, I make or discover or participate in the making or discovery of any Intellectual Property, I: i. Will promptly make full and complete disclosure about the Intellectual Property to the Company; and ii. Hereby agree that all such Intellectual Property will be the absolute property of the Company and that I shall have no rights with respect to such Intellectual Property. The term 'Intellectual Property' means and includes inventions (whether patentable or not), copyrightable works, improvements, developments, discoveries, proprietary information, trade marks, logos, know how, processes, designs, utility models, mask work rights, rights in databases and moral rights and all works, whether present or arising in future (whether or not, patent, copyright or other similar protection has been applied for registration or granted registration) or forms of protection having equivalent effect anywhere in the world. For the avoidance of doubt, this Undertaking does not limit my moral rights to the extent permitted by law.
2. I will do all things necessary, at the Company's request and expense (whether during or after the term of your employment) to ensure that all rights in the Intellectual Property vest in the Company including without limitation: (a) execution of necessary documents and written confirmations; (b) execution of powers of attorney or letters of authority in favour of the Company or its nominees to make applications for registration of such Intellectual Property or enforcing the Company's rights in such Intellectual Property; (c) joining in any action to perfect or enforce the Company's rights in the Intellectual Property. I agree that the benefits of any proceeds from any action that the Company takes in relation to enforcing its rights in the Intellectual Property belong exclusively to the Company. I further agree that the Company's rights granted by me by this Undertaking will not be impaired by any non-use of the Intellectual Property vested in the Company.
3. I agree that payment of remuneration by the Company to me includes consideration for the rights granted by me under this Undertaking and that there are, in addition, no royalties or any other payments that are due or will accrue to me in consideration of the rights granted by me under this Undertaking.
4. Where I have any moral rights under law with respect to any such Intellectual Property, I hereby waive any such rights to the fullest extent permitted by law from time to time. Even where law does not permit such waiver of moral rights, I hereby undertake not to exercise such moral rights in any manner that is inconsistent with the vesting of the Intellectual Property rights in the Company.
5. I will not do anything that is inconsistent with the rights granted by me under this Undertaking or otherwise take advantage of any legal possibility of staking a claim or right over any part of the rights in the Intellectual Property assigned to the Company under this Undertaking.

I will not use any Intellectual Property otherwise than in relation to the Company's business and will use the Company's Intellectual Property only in accordance with the Company's instructions from time to time or the Company's policies for the time being in force.

ACKNOWLEDGED AND AGREED

Signature:

Name: Gunti Sreehari

Date:



THOMSON REUTERS CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

As a condition of my becoming employed or continuing to be employed by Thomson Reuters or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of the foregoing, I agree to the following:

1. Confidential Information:

- a. Company and Third Party Information: I agree at all times during the term of the employment relationship between the Company and me, whether commenced prior to or upon the date of this Agreement (referred to herein as the "Relationship") and following my separation from the company, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, corporation or other entity without written authorization of the President of the Company, any Confidential Information of the Company which I am exposed to, obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that the terms and definitions of "Confidential Information" are defined as they relate to Company and Third Parties in Code of Business Conduct and Ethics (incorporated here by reference) and given to me at the time of my employment as well as any subsequent Code of Business Conduct and Ethics in effect during my employment and that I will adhere to those policies. I further acknowledge that "Confidential Information" includes some of the Company's most valuable assets, such as: innovations, inventions, and ideas including patentable or copyrightable subject matter, trade secrets; pricing policies; business plans and outlooks; brand formulations; nonpublic financial results; new product developments or plans; customer lists; author or consultant contracts; subscription lists; software or computer programs; merger, acquisition or divestiture plans; and personnel acquisition plans or major management changes.
- b. Third Party Information: I represent that I will not use or disclose to the Company, or induce the Company to use, any inventions, confidential or proprietary information or material (including open source code) belonging to any previous employer or any other party. However, I understand that I may use open source code provided that such use complies with the Company's current open source software policy.

2. Inventions:

- a. Inventions Retained and Licensed: In case of any inventions retained and licensed, on a confidential basis, a list describing the details should be submitted to Human Resources Department which should contain particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's businesses or proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my Relationship with the Company, I induce or suggest the incorporation of and/or incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine and I agree not to license such Prior Invention to a competitor of the Company.
- b. Assignment of Intellectual Property Rights: I agree that I will promptly make full written disclosure to the Company and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all Confidential Information including but not limited to



inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, while employed by the Company, during or after regular hours of my employment (collectively referred to as "Inventions"), except as provided in Section 2(d) below. I further acknowledge that all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company are "works made for hire" (to the greatest extent permitted by applicable law). If for any reason these Inventions would not be considered a "work made for hire" under applicable law, I hereby assign and transfer to the Company, its successors and assigns, the entire right, title and interest in and to the Inventions, any copyrightable material related thereto and any trademarks I create or domain names that I register in the course of my employment. The assignment above includes assignment of all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Confidential Information, and in and to all rights corresponding to the foregoing throughout the world.

- c. **Patent and Copyright Rights:** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Confidential Information, and any copyrights, patents, trademarks, domain names, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any Confidential Information, copyrights, patents, trademarks, mask work rights, moral rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of my Relationship with the Company. If the Company is unable for any reason to secure my signature, including my refusal to do so, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all rights in the Confidential Information, and any copyrights, patents, trademarks, mask work rights, moral rights or other intellectual property rights relating thereto.
- d. **Exception to Assignments:** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company will exclude any inventions that I developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secret information, and that do not either relate at the time of conception or reduction to practice of the invention either to the Company's business, or actual or demonstrably anticipated research or development of the Company; or resulting from any work performed by me for the Company.
3. **Returning Company Documents:** I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to the Relationship or otherwise



Confidential Information belonging to the Company, its successors or assigns. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

4. **Notification to Other Parties:** In the event that I leave the employ of the Company, I hereby consent to notification by the Company to any subsequent employer and other interested parties about my rights and obligations under this Agreement. I further agree to notify any subsequent employer about my obligations under this Agreement.
5. **At-Will Relationship:** I understand and acknowledge that my Relationship with the Company is and shall continue to be at-will, meaning that either the Company or I may terminate the Relationship at any time for any reason or no reason, with or without notice.
6. **General Provisions:**
 - a. **Governing Law:** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of Mumbai, without giving effect to the principles of conflict of laws.
 - b. **DTSA Notice:** In accordance with the Defend Trade Secrets Act ("DTSA"), you will not be held criminally or civilly liable under any federal or state trade secret law if you disclose a trade secret in confidence to federal, state, or local government officials, to their attorneys solely for the purpose of reporting or investigating a suspected violation of law, or in a sealed complaint or other sealed document filed in a lawsuit or other proceeding. Further, if you file a lawsuit alleging retaliation by the Company for reporting a suspected violation of law you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding if you: (a) file the document containing the trade secret in a sealed court document and (b) do not disclose the trade secret, except pursuant to court order. The DTSA does not, however, offer protection from liability if you accessed and/or obtained trade secrets by unlawful means.
 - c. **Entire Agreement:** This Agreement, along with the Code of Business Conduct and Ethics, and any restrictive covenant that I may be subject to, sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.
 - d. **Severability:** If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect. The Company and I shall comply with all applicable laws in performing under this Agreement.
 - e. **Successors and Assigns:** The Company may assign this agreement at the Company's sole discretion. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
 - f. **Survival:** The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company to any successor in interest or other assignee.
 - g. **Voluntary Execution:** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

Signature:

Name: Gunti Sreehari

Date: