

SNOVASYS SOFTWARE SOLUTIONS INDIA PVT LTD
(GST Number - 36AAFCK6891H1Z3)

Parent Head Office:

#21 Gonnerston, Mount Pleasant,
St. Albans, Hertfordshire,
London, AL3 4SY, United Kingdom
www.snovasys.com | info@snovasys.com

Indian Offices:

Hyderabad, Ongole

10th April 2023

To,

Maddineni Venkateswaralu S/O Vasudeva Rao,

2-21/1, Akkacheruvupalem,

Paidipadu, Jarugumalli (MD),

Prakasam (D.t),

Andhra Pradesh- 523271,

Phone: 9573794478.

Offer Letter

Dear **Mr. Maddineni Venkateswaralu,**

This is with reference to your application for employment and the subsequent interview with us.

We are pleased to offer you as an “**Software Trainee Engineer**” in Snovasys Software Solutions India Pvt. Ltd. With a Cost to Company (CTC) of **Rupees Five Lakhs only** (5 Lakhs Only) per annum (Ref Annexure-A) (Hereafter referred to as Annual Salary)

You will be based at **Ongole**

Your Employment with us will be governed by terms and conditions referred here in **Annexure-B.**

Please acknowledge a copy of this appointment letter.

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You are advised to report to **HR Department at 09.00 a.m. latest by 8th May 2023** for joining formalities, failing which, this offer stands withdrawn, unless such date is extended and communicated to you in writing. This offer is valid subject to successful background verification checks at any time during your employment with us. If company is not satisfied with the outcome of background checks, it has right to withdraw this offer without notice, compensation and your employment services will be terminated with an immediate effect.

We welcome you to Snovasys Software Solutions India Pvt. Ltd., and look forward to a long and mutually beneficial association.

For Snovasys Software Solutions India Pvt. Ltd.

DocuSigned by:

Srilani Kothapalli

5FDCD2889AD54DE...

CEO

Enclosed:

Annexure – A (Salary Structure)

Annexure – B (Terms & Conditions of Employment)

Annexure – C (Documentation Checklist to be submitted at the time of joining)

Annexure – D (Probation Period and provisions).

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ANNEXURE – A:-

Salary Structure:

1. CTC 5 lakhs per annum after completion of probation period (Includes 10% of Loyalty Bonus paid at the end of the commitment period along with the salary of the following month.)
2. 6 months of probation period (Account pay of Rs.20,000/- per month)

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Benefits offered by Snovasys Software Solutions India Pvt. Ltd. ("the Company")

The above-mentioned compensation package forms the Complete CTC. There is no other component/entitlement other than the ones mentioned in the CTC sheet. Unless otherwise specified in writing. Promotions and increments are governed by specific rules, as laid down by the Company from time to time normally annually.

Looking forward to your acceptance of the offer and coming on board.

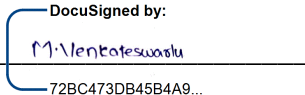
Warm regards,

Snovasys Software Solutions India Pvt. Ltd.

I have read, understood and accepted all the Offer details. I understand that the terms and conditions listed are pre-conditions to me being offered employment with the Company. I am under no obligation to accept these terms and conditions of employment. I accept them of my own free choice and will.

Accepted:

Name: **Mr. Maddineni Venkateswaralu**

Signature: 72BC473DB45B4A9...

Date: _____

Place: _____

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Employment Agreement (Annexure – B)

Agreement made as of this Date between **Snovasys Software Solutions India Pvt. Ltd.** herein called the “**Employer**” and **Mr. Maddineni Venkateswaralu**, here in after called “**Software Trainee Engineer**”, in consideration of the mutual promises and agreements herein contained, the Employer hires and employs the Employee, and the employee agrees to work for and enter the services of the Employer under the following terms hereby agree upon.

The Employee is hereby engaged to work in the capacity **Software Trainee Engineer** or any other capacity so designated.

The effective date of this agreement and the commencement of work here under shall be the date and the employment shall continue in the capacity stated in paragraph above until terminated as hereinafter provided.

Roles & Responsibilities as per the allocated role out of the list below:

- Software Development
- Software Testing
- Software support & maintenance
- Mentoring
- Document preparation

Code of Conduct: During the period of this employment, Employee will serve honestly, faithfully, diligently and efficiently for the growth of the Company. Employee shall conduct in conformity with the code of conduct, as in force from time to time. Further, you shall carry out the instruction in letter & spirit, given by your superiors and shall not disobey any instructions given. Employee shall not indulge in any unethical practices like “go slow” or non-cooperation etc. Employee would be required to apply & maintain the highest standards of personal conduct and integrity and comply with all the policies and procedures of the Company with punctuality. Employees do not do any practices, which directly or indirectly affects Company reputation.

Role Switch as per Employer need: Employee could be switched or allocated additionally to any of the roles during the employment period. The total list of roles include development. QA, QA Lead, Analyst,

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Mentor, Project Lead, Project Manager or any other role, based on the requirement of the employer. Employee's Role/ Remuneration may change based on the employee performance.

Probation: probation employees are not eligible to avail leaves. Any leaves that would have to be taken would be considered as unpaid leaves. Employees will be on probation for a period of 6 months, after completion of internship. Employee's probation will be extended for a further period of 6 months or part thereof as deemed fit, and Employee would not be deemed to be confirmed unless a confirmation letter is given to Employee in writing. During the Internship and probation period, The Company shall have the right to terminate employee's service with the notice periods as given in following sections.

Termination of Services: You may be suspended or terminated from services if any gross misconduct or under performance is noticed or be involved in negativity spread. Misconduct includes but not limited to not adhering to the company internet usage policy, office culture policy, confidence disclosure policy or any other policies that are laid as companies' policies. Further to this, any conduct which may lead to direct or indirect losses to the business would be dealt under all legal rules in effect and potentially can lead to a court case being pursued against you.

Employee Suspension: Employer has the right to suspend the employee at any point in time for reasons that employer believes there is a misconduct of an employee or observes deliberate under performance or negligence in the work. If the employee is suspended, employee must not to talk to other employees, customers and/or suppliers. Employee can be suspended to the maximum length of 6 months if there is no maximum period that law permits. If there is a maximum specified in the law, that would be used as the maximum length of time employee could be suspended.

Where employee is suspended, employee would still need to abide by the commitment period agreed as part of the termination clause. The period employee is in suspension would need to be compensated to fulfil the commitment period.

Direct Contact with Clients or other related parties: Employee is prohibited from contacting the business customers or any other contacts introduced during employment directly or indirectly with the view of gaining employment or providing services or any other activity that may not be in the business interest of the employer for a period of 36 months after the employment is terminated.

Collecting System Data: A software called 'Time Champ- Activity Tracker' would be installed on the employee allocated system and a comprehensive data would be collected from the system to analyze the performance that includes tracking of Keystrokes and mouse movements, screenshots, applications used,

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length of time spent against various activities and detailed activity records during the 9 hours of Work time. This would be used in ways that will help Employer to measure, monitor and improve employee productivity. Employee would need to bring his system and use the interactive version of the tracker on his system connecting to the office provided system.

Notice period: During the probation if the employee leaves the company, he/ she will have to refund full salary drawn + cost of training incurred on him/her + any other expenses incurred in relation to the specific employment. There would not be a notice period during the probation from the employer.

The notice period after confirmation, will be 3 months from the employee and one month from the employer. If the employee leaves the company or gives notice to the company before completing the 3 years (unplanned absences or sick absences or unapproved absences would not be included towards the commitment period), employee will have to refund all the incurred costs for the company including recruitment, training and any others as applicable which costs at least 50,000/- rupees along with 4 months of salaries to the day of relieving.

For any reason employee wishes to leave the company during the commitment period, employee is expected to give a minimum of 3 months' notice period along with refunding costs as specified above. On receiving a written request from employee to employer stating the reasons to leave, employer may choose to agree or not agree to reduce the costs to be refunded. The reasons could include falling seriously sick, unable to work, getting married and hence having to shift home, shifting home to a different place, problems to do with colleagues or any other problems. As far possible as Indian law applies, none of the reasons should be an excuse to waive off the commitment period. Employee is not eligible to get benefits and bonuses during notice period. And, all the salary payments would not be paid during the notice period and will be settled as part of the regular payroll of the month where the employee's last day falls in.

During the commitment period, if management observes negligence, willful incompetence or willful misconduct from employee in performing duties, employer at its own choice reserves the right to close the employee contract and still be eligible to collect the costs stated above. However, if the project is business critical and there is no replacement found, company reserves the right until such person is replaced and necessary handovers are completed.

Travel: Employee may be required to travel on Company business within India and or abroad. The duration of such visits may vary, depending upon the nature of the assignment. There are specific rules governing travel, both domestic and international travel. The Company reserves the right to modify such rules from time to time, to meet changing business needs and scenarios.

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Transfer: Employee services may be transferable to any of the branches of the Company, or associate companies or any other company with which this Company may arrive at an understanding or agreement for transfer of services. Employee's place of performance will be the location as specified from time to time.

Salary Structure: Here is the agreed salary table and there are no other benefits during the course of employment.

- | | |
|--|--------------------------|
| • During Probation | : Rs. 20,000 per month |
| • After Probation (For a period of 1st year) | : Rs. 5, 00,000 per year |
| • After Probation (For the period of 2nd year) | : Rs. 5,70,000 LPA |
| • After Probation (For the period of 3rd year) | : Rs. 6,50,000LPA |

●**Other Businesses:** Employee will not undertake business of similar nature with any other company during the period of employment with this Company or be doing any other works that would yield income directly or indirectly like part time works.

Company Assets: If, during the course of this employment with this Company, employee is provided with company assets, employee shall maintain the same in good working condition and Employee shall return the items to this Company prior to your ceasing to be in the employment of the Company. Any dues to be paid to you on your ceasing to be in the employment are liable to be withheld by the Company if the said items so provided by the Company are not returned to the Company, apart from the Company's right to proceed against you as per provisions of law.

No Due Certificate:

Employee must take 'no-due certificate' from employee before being relieved from the employee duties. Employee must return all the assets that had been assigned to the employee during employment. If any such assets are lost or damaged, then equivalent amount for the damages would needs to be paid back to employer to have the no-dues certificate produced.

Part payment for upskilling and joining formalities: Employee has provided bank cheque that costs Rs. 3, 75,000/- (Three lakh Seventy-Five Thousand rupees only) with reference of Cheque No: **685786** from **Canara Bank** which is valid that employer can use at any time in future until such time the amount is compensated via other means with explicit written consent of employer. Employee agrees not to cancel or do anything that will invalidate the Cheque.

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This will not be included in any of the amounts calculated as part of the commitment breaking clause as above.

Working Hours: Employee working hours will be the working hours of the office from which you operate. There may be occasions when you may have to work beyond normal office hours or during non-working days, due to the exigencies of the Company's business and you will not be entitled to any additional compensation on that account. Official working hours may increase or decrease during the commitment period.

Guidelines concerning inventions and improvements: 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 as per Section 17 (c) of the Indian Copyright's Act, 1957. For purposes of this section the expression "the Company" shall in addition to Snovasys Software Solutions India Pvt. Ltd., mean and include any firm, person or company subsidiary, affiliate with the company or business partners.

Confidentiality: Employee are required to strictly maintain the confidentiality of and not divulge or communicate in any manner, any information regarding your remuneration/terms of employment to any other person and in particular any employee of the Company. Such disclosure will be viewed seriously and you are liable for disciplinary action as per rules of the Company.

Non-Compete Agreement: Employer has trade secrets and introduces those to the employee during the course of employment. Employee agrees to non-indulge in any further employment or activity that will benefit employer's direct or indirect businesses. This includes further employment or sharing any trade secrets etc.

Proprietary Information: Employee will not disclose to anyone outside the Company, and will not use except in the business of the Company, any confidential, proprietary or secret information or material relating to the products, services, customers or business operations, personnel or activities of the Company, its licensors, or its clients, any formulae, processes, methods, machines, composition, ideas (collectively, "Proprietary Information"), either during or after employment by the Company in perpetuity, except with the written permission of the Company.

All Proprietary Information (whether or not learned, obtained or developed solely by you or jointly with others) shall remain the property of the Company, and that upon termination of employment or at any earlier time as requested by the Company, you will immediately deliver all Proprietary Information in your

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possession or control to the Company. In view of the above, you shall be called upon at the time of your joining the company to execute a “Non-Disclosure Agreement” to this effect.

Outside Employment: Employee will not engage yourself or undertake any other gainful employment, business or activity, either part time or full time, directly or indirectly or simultaneously as long as you are employed with the Company.

Leave: Employee will be entitled for leave as per the leave rules of the Company which may change from time to time.

Adherence to rules and regulations: During the employment with the Company, Employee shall be subject to, and abide by, the rules and regulations stipulated by the Company. The Company may, at its discretion, modify from time to time, the rules and regulations, as it deems fit.

Retirement: Employee will automatically retire from the services of the Company on attaining the age of 58 years (may change based on government policy). Any extensions granted thereafter will be at the sole discretion of the Management.

Arbitration: If any disputes arise with regards to this agreement, matter will be referred to sole arbitrator.

Jurisdiction: The jurisdiction concerning any dispute arising out of this employment will be in the courts in Ongole or Hyderabad only.

Non-Defamation: The Employee covenants and agrees that during the course of the employment by the Employer and for any time thereafter, the Employee shall not, directly or indirectly, in public or private, via any medium, deprecate, impugn or otherwise make any remarks that would tend to or be construed to tend to defame the Employer, its employees or products or its reputation, nor shall Employee assist any person, firm or company in doing so, except as required by subpoena, court order or other legal process.

Defamation Platforms: Employee agrees not to engage with individuals or create/participate in platforms/user groups via online/offline that has caused or can potentially defame individuals associated with the Employer or employer. For violations, employee agrees to clear all the damages claimed by employer.

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After leaving the company:

- Employee will remove all the source code from their computer(s), hard drive(s), cloud (s) internal or external to the company.
- Employee confirms that he has never subcontracted the work to any other during his employment
- Employee has not distributed the source code to any other.
- Employee had full control of the source code given to him at all times and can confirm that source code was safe, secure at all times under Employee's visibility
- Employee takes the responsibility to ensure all the work is carried out following all the legal guidelines as applicable
- there was no chance that any other could have stolen or copied the source code from employee's computers
- Employee do not have any backups of the source code in any form including but not limited to cloud, printed, hard disk, pen drive.
- Employee do not have any way of retrieving the source code after he leaves the employment
- Employee confirms that he does not hold any access keys, security information that can or will be used to access clients computers or clients IT resources
- No backups or archives are kept in connected or disconnected form or printed form.
- Any known violations will be immediately notified to the employer via at least one form of communication with full disclosure on how the violation has happened
- Source code was not uploaded into any publicly shared sites with any intention. Non-profit reasons are not valid justification.
- Employee has followed the industry standard coding standards and there will no violation of any copyrights to any other individual, organization or company or any other companies

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- The Employee agrees that any breach of this Agreement will result in irreparable harm to the employer for which damages would be an inadequate remedy. Therefore, in addition to its rights and remedies otherwise available at law, the Employer shall be entitled to equitable relief, including injunction, in the event of such breach.
- All right and property in and to the Confidential Information, and all copies made thereof, remains with the Employer. The Recipient does not acquire any rights in the Confidential Information except for the limited right to use the Confidential Information for the Purpose. In particular, no license is granted by the Employer to the Employee under any intellectual property right.
- Employer does not take any responsibility arising out of conflicts with any third party provider with any development using illegal practices
- Employee should not work directly or indirectly with any of the Snovasys Clients or any third parties that Snovasys introduces during the employment with Snovasys for 36 months from the employee's relieving date
- Employee needs to get a written no-dues certificate from employer
- Employee would have no copyrights on the development. All the copyrights will be either with the Employer or the end clients who may have ultimate rights on the source code
- Employer does not take any responsibility arising out of conflicts with any third party provider with any development using illegal practices
- Any violation will be met with the full force of law under the India laws as applicable.

The above terms and conditions are based on Company policies, procedures and other rules currently applicable and are subject to amendments from time to time. Employee shall abide by other rules and regulations of the Company as shall be in force from time to time.

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ANNEXURE – C

At the time of joining, Employee is requested to bring the following documents (Wherever applicable) in *Original*, along with a photocopy of each.

1. Resume supplied for the interview
2. All educational documents right from 10th to highest degree (need to bring originals for verification)
3. Filled Employment background application form (if applicable)
4. PAN Card and proof of PAN Number (If applicable)
5. Valid passport will be required in case Employee is advised to travel onsite projects
6. Relieving letter or duly accepted resignation letter from present employer, previous salary bank statements and experience letter from all your previous and present employers (if applicable)
7. Latest six months' Pay slips from present employer (if applicable)
8. Form 12B/ Form 16 from all previous and present employers (if applicable)
9. Four passport size photographs
10. Any proof of present address and Proof of permanent address

Please bring all the certificates supporting educational qualifications along with mark sheets and any other relevant documentation in original for verification only.

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ANNEXURE - D

The Employer agrees as follows:

1. To pay the Employee a salary at the rate of “Yearly Salary” payable in accordance with the Employer’s regularly scheduled pay period, i.e. every month unless there is strong reason to withhold the salary.
2. That the employee shall be given leaves as per the company’s leave policy.
3. That the employee shall be on probation for 6 months, during which he is not eligible for any vacation days given by the company. Which may lead to extension of the duration of the commitment period for the availed leaves.

EMPLOYEE:

DocuSigned by:
M. Venkateswaralu
72BC473DB45B4A9...

Name: **Mr. Maddineni Venkateswaralu**

Date: 10th April 2023

EMPLOYER:

Snovasys Software Solutions India Pvt. Ltd

DocuSigned by:
Srihari Kothapalli
5FDCD2889AD54DE...

Name: **Srihari Kothapalli**

Date: 10th April 2023

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NON-DISCLOSURE AGREEMENT

(DISCLOSURE BY Snovasys Software Solutions India Pvt Ltd.)

Effective Date: 8th May 2023

Snovasys Software Solutions India Pvt Ltd. ("Provider")

And. **Mr. Maddineni Venkateswaralu** ("Recipient")

Background:

The Provider may already have disclosed and wishes further to disclose certain information of a confidential nature and to protect such information as set out in this Agreement.

It is agreed:

1. In this Agreement:

(a) "Confidential Information" means all confidential and proprietary information disclosed by the Provider to the Recipient (whether before, on or after the Effective Date) including, without limitation, business information relating to The Provider's business projects, ideas, product roadmaps, know-how, research and development, designs, processes, drawings, and financial, marketing and sales information. Confidential Information may be disclosed orally or in written or electronic form. Only when it is required for the company.

(b) "Purpose" means to develop marketing and business plans for a project for the Provider.

2. The Recipient is permitted to use Confidential Information solely for the Purpose. It shall not make copies of the Confidential Information except to the extent reasonably necessary for the Purpose. The Recipient shall ensure that Confidential Information is only provided to those of its employees and directors who have a need to know the same for the Purpose and who are bound by appropriate confidentiality undertakings.

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3. For three (3) years from disclosure, the Recipient shall hold the Provider's Confidential Information in strict confidence and shall not disclose it to any third party without the Provider's prior written consent. The Recipient shall protect the Confidential Information using the same degree of care, but not less than a reasonable degree of care, as it uses to protect its own confidential information.
4. The obligations in this Agreement do not apply to Confidential Information which the Recipient can establish:
- (a) is or becomes generally known to the public without breach of this Agreement by the Recipient
 - (b) was in the possession of, or was known by, the Recipient prior to its receipt from the Provider without an obligation to maintain its confidentiality;
 - (c) is obtained by the Recipient from a third party having the right to disclose it without an obligation to keep such information confidential;
 - (d) is independently developed by the Recipient without use of Confidential Information and without the participation of individuals who have had access to the Confidential Information; or
 - (e) is required to be disclosed by a court, regulatory body or government agency provided as much prior notice as is possible is given to the Provider. In such case, the Recipient will co-operate with the Provider with a view to restricting such disclosure as far as possible.
5. Nothing in this Agreement requires the Provider to disclose Confidential Information nor either party to sell or purchase any item from the other party. Confidential Information is provided "as is" without warranty, expressed or implied, and no liability is accepted by the Provider for the accuracy or completeness of the Confidential Information.
6. All right and property in and to the Confidential Information, and all copies made thereof, remains with the Provider. The Recipient does not acquire any rights in the Confidential Information except for the limited right to use the Confidential Information for the Purpose. In particular, no licence is granted by the Provider to the Recipient under any intellectual property right.

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7. The Recipient agrees that any breach of this Agreement will result in irreparable harm to the Provider for which damages would be an inadequate remedy. Therefore, in addition to its rights and remedies otherwise available at law, the Provider shall be entitled to equitable relief, including injunction, in the event of such breach.

8. This Agreement constitutes the entire agreement between the parties concerning the subject matter. All additions or modifications must be made in writing and must be signed by an authorised representative of each party. Any action related to this Agreement will be governed by the Laws of India.

Snovasys Software Solutions India Pvt Ltd

DocuSigned by:

Srihari Kothapalli

5FDCD2889AD54DE...

Print name: **Srihari Kothapalli**

CEO

Date: 8th May 2023

DocuSigned by:

M. Venkateswaralu

72BC473DB45B4A9...

Print name: **Maddineni Venkateswaralu**

Software Trainee Engineer

Date: 8th May 2023