

Intelliflo Software India Private Limited
14th Floor (Part), Orbit Towers,
Plot No 30/C, Sy No 83/1,
Hyderabad Knowledge City,
Raidurg Panmaktha, Serilingampally Mandal,
Hyderabad, Telangana – 500 019

PRIVATE AND CONFIDENTIAL

05 May 2024

Sudipto Saha
Kalpataru Abasan, 139/3, Nagendra Nath Road
Kolkata, West Bengal 700028

Dear Sudipto,

Congratulations! We are pleased to offer you the position of Sr Software Engineer for Intelliflo Software India Private Limited (earlier known as RedBlack Software Pvt. Ltd.) (hereinafter "intelliflo" or "Company"), a wholly owned subsidiary of Invesco, effective May 15, 2024. We value doing what matters, working as a team, supporting one another, and continuously growing and learning. We are confident you share these values and will make a significant contribution here.

The terms and conditions of your employment with intelliflo are set forth below, which, together with Annexure A (Compensation), Annexure B (Additional Terms and Conditions of Employment), Annexure C (Sensitive Personal Data or Information Collection Statement), Annexure D (Work from Home and Company Assets) attachment hereto and incorporated herein, shall constitute the entire agreement between you and intelliflo regarding your employment with intelliflo read with the applicable policies of intelliflo. If such terms and conditions of the Agreement meet with your approval, please evidence your acceptance of such by signing where indicated below. The terms of this offer letter, Annexure A, Annexure B, Annexure C, and Annexure D are collectively referred to as the "Employment Agreement".

This offer and your services are contingent upon (a) the completion of background investigations to the satisfaction of the Company (including on employment history, criminal history, identity, education and reference checks), (b) you being found to be medically fit for employment and (c) submission of relevant documents by you, as may be requested by the Company, within the required timelines. If you fail to produce the required documentation on request, or if the Company receives any negative results or feedback (as determined by the Company in its sole discretion) or if the above conditions are not met, then, notwithstanding anything to the contrary, any offer of employment by the Company may be withdrawn and if already accepted, the Company may terminate your employment with immediate effect without notice or any payment in lieu of notice. Any personal references and any negative report received by the Company from any person including your existing

or earlier employer shall be solely for the Company's use and remain confidential, and you undertake not to request for a copy thereof or base a claim of any nature against any person including the Company with regard to such report or satisfaction reached by the Company. By accepting this offer of employment, you consent to the conduct of the abovementioned background checks either carried out by the Company or any third parties, as the Company may deem fit, which may be undertaken prior to the commencement of employment or any time during the employment. At your request, we understand that no background check with your present employer will be initiated by us prior to expiry of seven (7) days of your accepting the offer letter.

Compensation

Annual CTC

You will receive an annual CTC of Rs ₹2,600,000.00. For further details, please refer to Annexure A hereof.

Discretionary Bonus Program

In addition, you will be eligible for intelliflo's annual discretionary bonus program. Your target bonus range will be between 0% – 10% of your annual CTC. Your actual bonus award will be based upon Company and individual performance and subject to applicable policies of the Company from time to time. Any incentive or performance bonus paid by the Company to you shall be inclusive of the statutory annual bonus, if, where and when, the same may become payable by the Company to you. It is clarified that this is a discretionary payment and payment of the same in one year will not set a precedent for future years. It is further clarified that you shall not be entitled to receive any bonus payment to which you may otherwise have been entitled to receive or notified of if at the time of actual payment, you are under a notice period because you or the Company has given notice of termination pursuant to the provisions of this offer letter.

Relocation Expenses

Domestic Relocation (e.g., within India only) expense will be reimbursed if you are relocating from a location that is more than one-hundred-fifty (150) Kms away from the assigned Company Office Location. This is a onetime payment at the time of hiring and you must provide the Company with documentation as required by the Company documenting the relocation expense. Relocation allowance must be repaid to the Company within thirty (30) days should your employment with the Company be terminated for any reason (including on account of resignation by you), save for death, permanent disability or termination by the Company due to job redundancy, within twelve (12) months from your actual start date with the Company. Below are the details on relocation:

Level / Title	Eligible Amount
IC – AM	INR ₹550,000.00

Note: You can utilize the allocated relocation budget against any of the following service stack (Travel, Transit Stay, Movement of Goods, Miscellaneous Expenses, Brokerage Charges, Bike/ Car Movement, Bike/ Car registration and Local Travel). However, the reimbursement amount should be within the overall relocation budget. All the reimbursement will be paid on the actuals. You must submit duly filled and signed reimbursement form along with original bill containing Vendor GST Number and payments receipts for availing the reimbursement.

Please refer the attached relocation guide for more details.

Miscellaneous

Annual Leave

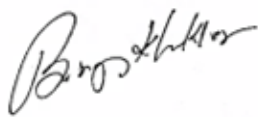
Your annual leave will be communicated to you separately and will not be less than 30 working days in each full year and pro-rata in any part of a year.

Leave encashment would be paid as per the prevailing policy of the Company at the time of your cessation of employment. All of the policies of the Company, including the annual leave policy, carry over policy and leave encashment policy can be amended by the Company at its sole discretion from time to time.

Termination

Your employment may be terminated in accordance with the terms and conditions of Part 12 of Annexure B hereto. Sudipto, we are excited to welcome you to intelliflo!

Sincerely,



Binay Khalkho
Head of Talent Acquisition

Offer Confirmation and Acceptance

If you are agreeable to the above terms and all terms and conditions as described in the Annexures to this document and the India Employee Guide, please sign this letter by 12 May 2024. Please be sure to retain a copy of this letter for your records.

In the event you fail to provide your acceptance of this offer by 12 May 2024, this offer shall stand rescinded.



Read and Acknowledged by:

Signature:

Sudipto Saha

Date:

Start Date: May 15, 2024

Annexure A: Compensation Details

05 May 2024

Name: Sudipto Saha

Job Title: Sr Software Engineer

	Annual Compensation (Rupees.)
Basic Salary	₹780,000.00
Special Allowance (Flexible Plan)	₹1,486,400.00
Provident Fund	₹21,600.00
HRA	₹312,000.00
Total CTC	₹2,600,000.00

Sincerely,

Binay Khalkho
Head of Talent Acquisition

Annexure B: Additional Terms and Conditions of Employment:

PART 1. EMPLOYMENT AND DUTIES

1.1 You shall perform such duties, assume such responsibilities and carry out such instructions or policies as may be assigned by the Company from time to time.

1.2 You shall at all times faithfully, diligently and to the best of your abilities perform all duties that may be required of you, and shall devote the whole of your working time, skill, experience, knowledge, labor, energy and attention exclusively to those duties and to the business and affairs of the Company.

1.3 Given the nature of business undertaken by the Company, you acknowledge that you shall be exposed to extremely sensitive Confidential Information (as defined subsequently), including the Confidential Information of present, past or future customers of the Company and that such Confidential Information confers a unique competitive advantage upon you. You acknowledge that your working with a competitor of the Company in India or elsewhere where the Company has its business, either directly or through your client or agent or by setting up a competing business with the Company, and performing functions similar to those performed by you in the Company, shall inevitably result in using or disclosing Confidential Information during the course of your employment/ engagement with such competitor(s) or whilst carrying out such a competing business against the Company, and that such disclosure shall be unfair and prejudicial to the interests of the Company. Given this, during the term of your employment with the Company and for a period of twelve (12) months from the date of cessation of employment, you shall not, without first having obtained the written permission of the Company, either as partner, officer, advisor, consultant, agent, employee, office bearer, contractor or otherwise, (i) be involved or become involved while this Employment Agreement is in effect or engage in any other activities that may conflict with your obligations to the Company; and (ii) carry on, own, manage, operate, join, assist, enable, have an interest in, control or otherwise engage or participate in a business similar to that of the Company or be connected (as a majority shareholder, director, officer, employee, partner, representative, lender, guarantor, distributor or advisor of, or consultant to or otherwise) in any business/ business entity which directly or indirectly is engaged in the business of the Company.

1.4 During the term of your employment with the Company and for a period of twelve (12) months from the date of cessation of employment, you will not, either on your own or on behalf of any other person, firm or the Company canvass, solicit, attempt to solicit or entice any of the Company's customers, vendors, clients any other person to cease or reduce the amount of business with the Company, or with a view to direct his or its purchase of the Company's products and/or avail services to yourself or any person, firm, corporation, institution or other entity in competition with the business of the Company and (b) any person employed or engaged by the Company to terminate or otherwise cease such employment or engagement with the Company or hire any person who was employed or engaged by the Company at any time while this Employment Agreement is in effect. You acknowledge and agree that the above restrictions are considered reasonable in light of your access to the Confidential Information, nature of your duties and substantial contact with affiliates, customers and vendors of the Company. You also acknowledge that the restrictions are essential for protection of the business, goodwill of the Company and for the Company's need to develop and market its business.

1.5 You shall not bind the Company to any commitment or obligations to third parties (whether in contract, tort or otherwise) without the prior approval of the Company.

1.6 You shall in the discharge of your duties and in the exercise of your powers, observe, comply and adhere to all such prevailing laws and regulations, policies and procedures as may be applicable to the Company, from time to time.

1.7 You represent to the Company that you:

- a) the execution, delivery and performance of this Employment Agreement by you does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which you are a party or by which you are bound;
- b) you have not been subjected to duress or undue influence of any kind to execute this Employment Agreement and this Employment Agreement will not impose an undue hardship upon you;
- c) you have read and understood this Employment Agreement and have executed it of your own free will and without relying upon any statements made by the Company or any of its representatives, agents, or employees;
- d) this Employment Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Company;
- e) you have all requisite power and authority, and do not require the consent of any third party to enter into this Employment Agreement and grant the rights provided herein;
- f) you are legally permitted to work in India;
- g) after the execution and delivery of this Employment Agreement by the Company and you, this Employment Agreement shall be valid and binding on you, enforceable in accordance with its terms;
- h) you have the required skills and experience to perform the duties under this Employment Agreement;
- i) you are mentally and physically fit to perform the duties under this Employment Agreement;
- j) you are not using and will not use any illicit drugs;
- k) you are not bankrupt;
- l) you are not party to any agreement or covenant with any third party that may preclude your employment with the Company.

1.8 The warranties and covenants provided herein by you are in addition to and do not exclude any implied covenants, representations or warranties under applicable law with respect to the activities contemplated under this Employment Agreement.

1.9 You agree to strictly comply with the Company's HR policy as set out in the Company's Employee Guide as well as all other policies and instructions from the Company during the course of your employment with the Company.

1.10 Working in Shift

- The normal "regular full-time" work schedule for the Company is forty (40) working hours, not exceeding forty-eight (48) working hours, during each working week. However, the Company reserves the right to require you to

work different or longer hours and/ or on holidays, if necessary, for the proper performance of duties, subject to and in accordance with applicable laws.

- Your work timings will be communicated to you separately and your daily and weekly work schedules may be changed from time to time, at the sole discretion of the Company, to meet varying business needs.
- In this regard, an employee may be expected to work in any shift in a rotational basis in order to meet the business requirements. This may include working over the weekends / holidays, subject to applicable law.
- All employees are expected to adjust to these changes. Employees will be informed of changes in work schedules as far in advance as possible.
- All benefits contingent to working on shifts are guided by the Shift Allowance policy as described in the Employee Guide.

PART 2. TERM OF EMPLOYMENT

2.1 Once your employment has commenced from the Effective Date, it shall continue until terminated as hereinafter provided in Part 12, provided however that certain clauses such as Parts 8 and 9, shall remain effective after the termination of employment hereunder.

PART 3. TRANSFERS AND PROMOTIONS

3.1 Your normal place of work will be at the Company's office in Hyderabad - Knowledge City. However, the Company reserves the right to require you to work remotely, either temporarily or permanently

3.2 During the course of employment, you agree and acknowledge that, at the discretion of the Company, you may be required to work for either wholly or partially or transferred/seconded to any other branch, group entity, or affiliate of Company, or at any other location situated either within or outside India from time to time for business needs, whether for a temporary or permanent basis, in accordance with the requirements and policies of the Company including the Employee Guide. All transfers and promotions will be considered on an individual basis and in line with the Company's policies.

3.3 You may also be required to visit or travel to the offices of the Company or travel to other such location, for short or long durations, whether in India or abroad, as the Company may require, in connection with the business of the Company. The Company will reimburse all such expenses as per the internal policies applicable at the relevant time.

3.4 Any refusal on your part to a reasonable request from the Company to relocate (temporarily or permanently) or travel in order to meet the Company's business needs will be treated as an act of misconduct under this Employment Agreement. Please note that during the period of travel/transfer/secondment, you may be subject to other laws, rules, and policies as will be informed to you.

PART 4. REMUNERATION

4.1 For all services rendered by you as an employee of the Company, you shall be entitled to total remuneration as set forth in Annexure A.

4.2 The Company reserves the right to deduct from your salary and benefits any sums which you may owe the Company including, without limitation, any overpayment made to you by the Company or other deductions authorized or required by law.

4.3 In the event of any alteration of remuneration, being so notified, the alteration shall thereafter have effect as if it were specifically provided for in Annexure A.

4.4 Remuneration shall be payable subsequent to the deduction of all statutory/applicable amounts and taxes, as applicable from time to time.

4.5 If your Effective Date is after the 1st of any calendar month, compensation for the first month will be paid on pro-rated basis for number of days actually worked in that month.

4.6 Your remuneration will be reviewed periodically in accordance with the established Company policies. However, you acknowledge and agree that any revision or increment in your remuneration and percentage of increment, if any, will be at the sole discretion of the Company and cannot be claimed by you as a matter of right.

4.7 The Company regards remuneration and employment conditions as confidential between the Company and the concerned employee. You shall not divulge such confidential information relating to remuneration and employment conditions (whether applicable to you or any other employee of the Company) to another employee or third party without the prior written permission of the Company.

PART 5. BENEFITS

5.1 The Company agrees to make available to every eligible employee from the Effective Date, the insurance scheme or insurance cum savings scheme as may be notified by the Government at the rates, stipulated by the Government in the notification either in lump sum every year or in monthly installments as may be prescribed by the Government in the notification from time to time.

PART 6. LEAVE

6.1 You will be eligible to receive your leave entitlements (including maternity benefits under the Maternity Benefit Act, 1961, if applicable) in each full year (January to December) and in a pro-rated manner in any part of a year, in accordance with the Company policy.

6.2 The Company shall comply with regulatory requirements when authorizing leaves of absence for you due to medical conditions, pregnancy, childbirth, civic duties, or personal situations.

6.3 You shall request approval from your supervisor prior to taking leave.

PART 7. REIMBURSEMENT OF EXPENSES

7.1 The Company shall reimburse you for all authorized travel and other expenses actually and properly incurred in connection with your duties as an employee of the Company in accordance with the Company's travel and entertainment policy.

7.2 You agree to provide any expense information requested by the Company together with an itemize expense account and receipts showing all monies actually expended under paragraph 7.1.

PART 8. CONFIDENTIAL INFORMATION

8.1 As used herein, the term "Confidential Information" means all non-public information (verbal or documentary) disclosed to, used by, developed by, or known to you in the course of your employment with the Company including, but not limited to, information pertaining to the Company's and/or its affiliates' trade secrets, client information, marketing methods or strategies, personnel, sources or methods of financial position, pricing, bid proposal features, methods merchandising, interest rates, processes, policies, methods, technical data, know-how, operations, manuals, internal documentation, source codes, application programming interfaces, UI/UX designs, data (including Personal Information and Sensitive Personal Data or Information as defined under the Information Technology Act, 2000 and the rules thereunder, as amended or replaced from time to time), personnel records including the names, addresses and business needs of the Company's employees, clients, customers, suppliers, contractors, sub-contractors or any details pertaining to group or affiliate companies of the Company, human resource related policies and information, sales, customer and vendor lists, Intellectual Property (as defined below), routines, policies and business procedures, including those outlined in the Company's Employee Guide (if any) or any other information which is designated confidential, or is, by reasonable inference from its nature or the circumstances of its disclosure, evidently confidential.

8.2 You acknowledge that you shall have access to and be entrusted with Confidential Information in the course of your employment with the Company, and that the Company's business would be irreparably harmed if such Confidential Information were disclosed to, or used by, any persons outside the Company's employment. You acknowledge that you have been granted access to such Confidential Information solely for such Confidential Information to be used for the benefit of the Company. Further, you undertake to treat Confidential Information with utmost care and diligence and observe the strictest secrecy in all matters pertaining to the Company, its affiliate/ group companies, its clients and shall not, without obtaining the prior written consent of the Company, divulge, disclose, transmit, copy, reproduce or make available at any time Confidential Information to any person during or after the period of your employment except as required for the performance of your obligations under this Employment Agreement. The Company prohibits the use of Confidential Information for your own benefit or for the benefit of any other person, firm, company, competitor of the Company or any other entity. This includes not divulging Confidential Information concerning the Company, its operations, or employees to any other employee/ other category of workforce unless you are sure of their right to receive it and you

share it on a need-to-know basis. The Company and its representatives shall not be liable to you or to any other person to whom you disclose the Confidential Information for any purpose.

8.3 You shall immediately intimate the Company in the event of any unauthorized disclosure of Confidential Information or actual or suspected loss, theft, unauthorized access, use or disclosure or any breach of confidence by any person to whom you divulge all or any part of the Confidential Information and shall take all requisite steps to minimize the unauthorized disclosure and immediately return to the Company all such information and materials, in whatsoever form, including any and all copies thereof. Further, you shall also provide the Company all reasonable assistance in connection with any proceedings which the Company may institute against such person for breach of confidence.

8.4 You acknowledge and agree that the right to maintain the absolute confidentiality of its Confidential Information is a proprietary right, which the Company is entitled to protect. Any breach of the obligations as set out in this Part 8 may, in particular, lead to the immediate termination of this Employment Agreement, without notice or payment in lieu thereof.

8.5 You undertake, covenant and agree that you will not, during the term of your employment with the Company or at any time thereafter, directly or indirectly, by any means whatsoever, divulge, furnish, provide access to, or use for any purpose other than the purposes authorized by the Company, any of the Company's Confidential Information, except if (i) it is required by law or any regulatory or government authority but only after giving reasonable notice to enable the Company to limit such disclosure to the extent possible under law; (ii) it is considered necessary by you to disclose the Confidential Information to your professional advisers, auditors and bankers provided that such individuals do so on terms protecting the Confidential Information which are at least as stringent as those specified herein; or (iii) the Company has given its consent in writing in relation to such disclosure.

8.6 You shall, on termination of this Employment Agreement or at the request of the Company made at any time during the term of this Employment Agreement, return to the Company or if directed, destroy or completely remove all the Confidential Information in your possession or under your control and all documents and other material (including all electronically generated or stored data) containing or embodying the Confidential Information (or any part of it) together with all copies, analysis, memoranda or other notes made by you and which are in your possession, custody or control that bear or incorporate any part of the Confidential Information.

8.7 All Confidential Information is provided "as is" and without any warranties, express, implied or otherwise, including without limitation any warranties of merchantability, fitness for a particular purpose, non-infringement or accuracy.

8.8 You hereby acknowledge and agree that all Confidential Information shall be owned solely by the Company. Further, the Company retains all rights, title and interest to the Confidential Information and no rights in such Confidential Information is either granted or implied by the disclosure of such Confidential Information. You further agree that nothing contained in this Employment Agreement shall be construed as granting any rights (whether by license, implication or otherwise) under or with respect to any intellectual property rights of or concerning any of Company's Confidential Information. Nothing in this Employment Agreement shall be deemed to create any obligation on the Company to disclose any information which it

does not intend to. It is clarified that any Confidential Information shared by the Company prior to the Effective Date shall also be governed by this Employment Agreement.

8.9 The terms of this Part 8 shall continue to operate and apply after the termination of your employment without limit in time.

PART 9. INTELLECTUAL PROPERTY

9.1 As used herein, “Intellectual Property” means and includes any invention, improvement, ideas, discovery, development, innovations, work product, concepts, techniques, method, process, advertisement, concept, system, apparatus, design or computer program or software, system or database or copyrights, patents, logos, rights of authorship, formulas, mask work rights, moral rights, trademarks and designs (whether registered or unregistered), trade secrets or know how and all other intellectual and industrial property rights related thereto anywhere in the world, in each case whether or not registered and including pending applications for such rights and the right to file applications for such rights.

9.2 You acknowledge and agree that all rights, titles and interest in every Intellectual Property which you may, at any time during the term of your employment with the Company or its affiliates, make, devise, develop or conceive, individually or jointly with others, whether during the Company’s business hours or otherwise, and which relates in any manner to the Company’s business or which may be useful to the Company in connection with the Company’s business shall belong to, and be the exclusive property of the Company (whether or not they are made, conceived or reduced to practice using the Company’s data or facilities), and you will make full and prompt disclosure to the Company of every such Intellectual Property.

9.3 To the extent the Company is not considered the owner of such IP Materials pursuant to any applicable law, you hereby irrevocably assign and agree to assign to the Company, or its nominee, every such Intellectual Property and to execute all assignments or other instruments and to reasonably assist the Company as necessary to confirm the Company’s right and title in and to every such Intellectual Property. You further undertake to perform all reasonable acts within your power necessary or desired by the Company to obtain patents, trademarks or copyrights in the name of the Company and at the Company expense for every such Intellectual Property in whatever countries the Company may desire, without payment by the Company to you of any royalty, license fee, price or additional compensation. In the event that the Company is unable for any reason whatsoever to secure your signature to any lawful and necessary document required to apply for or prosecute any patent, trademark, or copyright or other right or protection with respect to the Intellectual Property (including renewals, extensions, continuations, divisions or continuations in part thereto), you hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as your agents and attorneys-in-fact to act for and on your behalf and instead of you, to execute and file any such application(s) and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks, copyrights, or similar protections thereon with the same legal force and effect as if executed by you. To the extent that such assignment of the rights in the Intellectual Property from you to the Company is held unenforceable under applicable law for any reason, you agree to irrevocably grant a worldwide, enterprise-wide, perpetual, irrevocable, transferrable, sublicensable (through multiple tiers), unlimited right and license in the Intellectual Property, to use modify, improve, interpret, compile, recompile and further assign such rights provided in the

Intellectual Property for any purpose of the Company and without identifying or seeking your consent. The assignments under this Part 9 do not apply to Intellectual Property that are deemed unassignable by you to the Company under any specifically applicable law or regulation. You agree and acknowledge that the assignment and/or license to the Intellectual Property in favor of the Company shall not lapse or revert to you pursuant to any applicable law solely on account of the Company's failure to use or exercise its rights in any of the Intellectual Property, including in relation to assignment and/or license to any such assigned copyright which shall not lapse or revert to you if the Company does not exercise such rights in the assigned copyright for a period of more than one (1) year pursuant to Section 19(4) of the Copyright Act, 1957.

9.4 You agree that all duties and responsibilities provided by you under this Employment Agreement are specially ordered or commissioned by the Company for its sole and exclusive use and shall constitute 'work for hire' at the instance of the Company in accordance with Section 17 (b) of the Copyrights Act, 1957, as amended from time to time. You will not, during or at any time after the completion, expiry or termination of this Employment Agreement in any way question or dispute the ownership of the Intellectual Property developed, discovered, prepared, created, conceived or reduced to practice by you, either alone or jointly with others, during the course of performance of your duties under this Employment Agreement.

9.5 You may only use the Intellectual Property to perform your duties under this Employment Agreement. You agree not to use the Intellectual Property for your own gain. Further, you agree to not disclose any Intellectual Property to any third party without the express written consent of the Company. To the extent any rights considered as moral rights in any jurisdiction cannot be assigned, you hereby forever waive and agree never to assert any and all moral rights that you may have in the Intellectual Property or in respect to any Intellectual Property which you may be entitled under the law or any relevant jurisdiction even after termination of your relationship/employment with the Company and undertake to not initiate any legal proceedings to enforce any such moral rights.

9.6 You agree that you shall transfer immediately to the Company all Intellectual Property in your possession or under your control on cessation of your employment under this Employment Agreement (for whatever reason) or at any other time if the Company requests it. Further, you shall provide a written certificate evidencing compliance with this Part 9 to the Company, within two (2) days of receiving such request or termination of the Employment Agreement. No copies or other record of any Intellectual Property may be retained by you unless you have prior written consent from the Company.

9.7 The obligations contained in Part 9 hereof shall continue beyond the termination of your employment and shall be binding upon your assigns, executors, administrators and other legal representatives.

PART 10. INJUNCTIVE RELIEF

10.1 You acknowledge and agree that a breach by you of any of the covenants contained in this Employment Agreement including Parts 8 or 9 hereof would result in irreparable harm to the Company's business such that the Company could not adequately be compensated for such harm by a damage award. Accordingly, you agree that in the event of any such breach, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by way of restraining order, injunction, decree or otherwise as may be appropriate, for any threatened or actual breach, to ensure compliance with the provisions of this

Employment Agreement and you waive any right to object and consents to the issuance of an injunction or interim injunction prohibiting you from breaching any of the provisions hereof.

PART 11. POLICIES AND PROCEDURE MANUAL AND CODE OF CONDUCT

11.1 The Company maintains (and may maintain certain additional policies in the future), such as the Company's Employee Guide, Code of Conduct among others that relate to your employment ("Policies"). You agree to comply with and be bound with the provision of all such Policies and any other codes, rules and regulations of the Company. It is agreed that the introduction and administration of such Policies are within the sole discretion of the Company. The Company has the sole discretion to revise/amend any such Policies and you agree to abide by such revised/amended Policies, and it shall be your responsibility to stay updated with any such revisions/ amendments. If the Company introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment does not constitute a breach of this Employment Agreement.

11.2 The terms and conditions as outlined in this Employment Agreement are read with the terms and conditions of the Employee Guide and other Policies of the Company. In case of any inconsistency between this Employment Agreement and the Policies of the Company, this Employment Agreement shall prevail.

PART 12. TERMINATION OF EMPLOYMENT

12.1 Your employment may be terminated at any time by The Company:

- a) with immediate effect for cause, without prior notice or payment in lieu of notice, in the event you act in contravention of this Employment Agreement or if you are guilty of any act of misconduct, including those set out below or as may be prescribed under applicable laws or under any Policies of the Company:
 - i) Non-performance or failure to perform duties under this Employment Agreement;
 - ii) If you have conducted yourself in any way that is inconsistent with the due and faithful discharge of your duties or the terms of this Employment Agreement;
 - iii) If you have indulged in any form of harassment, including sexual harassment, or other discriminatory behaviour;
 - iv) If you have willfully disobeyed a lawful or reasonable order from the Company or the Policies of the Company;
 - v) If you have committed a crime involving moral turpitude (whether or not such crime was committed in connection with the Company's business) or commit any other act or omission involving theft, embezzlement, dishonesty, disloyalty or fraud with respect to the Company or any of its customers or are convicted of any cognizable criminal offence, including where such crime has been committed on or prior to the date of this Employment Agreement;
 - vi) If you have committed any act which would entitle the Company to terminate your employment forthwith under applicable law;

- If you have been found to be grossly negligent in the conduct of your duties;
- viii) If you have made or given a false statement or document testifying your ability or competence or relating to your state of health knowing that it is false;
 - ix) If you have been found to be under the undue influence of drugs or alcohol during office hours or business events;
 - x) If you have been found guilty of any other act of misconduct, including where such misconduct has been committed on or prior to the date of this Employment Agreement;
 - xi) If you are convicted of an indictable criminal offense or become bankrupt or insolvent under applicable laws;
 - xii) If you are guilty of any misconduct which in the reasonable opinion of the Company could injure the reputation or business of the Company; or
 - xiii) If you breach any your terms, conditions and obligations contained in this Employment Agreement.

You agree and acknowledge that the above acts of misconduct are merely indicative and do not comprise an exhaustive list of acts of misconduct which may result in the immediate termination of your employment for cause.

- b) otherwise, for convenience, upon providing sixty (60) days prior notice (except during the probation period), in writing or with a payment to you in lieu of the whole or part of the notice

12.2 You may terminate your employment with the Company at any time by providing the Company with sixty (60) days prior notice (except during the probation period) in writing to that effect on receipt of no objection email from Line Manager. In case of termination by the Company or resignation by you, the Company reserves the sole right to waive the notice period or a part thereof and make payment in lieu of the same. In case the notice is waived by the Company, wholly or in part, pursuant to a request from you, the Company reserves the right to seek payment from you in lieu of such unserved notice period.

12.3 Once notice of termination has been given by either you or the Company (or during any other period in your employment), the Company may suspend you from the performance of duties and/or exclude you from any premises of the Company or any other company in its affiliates, during the whole or part of your notice period ("Garden Leave"). Notwithstanding anything contained hereinabove, during the period of Garden Leave, you: (i) may be required to carry out such roles and duties which may be different from your normal roles and duties; (ii) shall not visit all or any premises of the Company or its affiliates without prior written consent of the Company or your reporting manager. However, you shall be available for work, if specifically requested by the Company. It is clarified that the Company shall not be obliged to provide you with any work; (iii) will continue to receive regular salary and other contractual benefits, provided that you comply with the terms of employment under this Employment Agreement and the Policies; (iv) shall not be engaged or employed by or take up any office or partnership in any other company, firm or business, or trade; and (v) shall not contact or attempt to contact, without the prior written consent of the Company or the reporting manager, any client, competitor, customer, agent, banker, employee, supplier, professional adviser or broker of the Company and its affiliates. Upon termination of your employment with the Company for any reason, you agree that all items in possession of you in respect of the Company's

business including all files, manuals, information, Confidential Information, Intellectual Property and documents and all equipment such as motor vehicles, cameras, tape recorders, office equipment, computers and related equipment shall remain the property of the Company and you shall personally deliver the same promptly to the Company's office. No photostatic copy, duplication or reproduction of any kind whatsoever shall be made of such files, information or documents including of any Confidential Information without the express written consent of the Company.

12.4 This Employment Agreement shall terminate automatically upon your death or you suffering from any form of incapacitation and upon such termination, the Company shall pay out any accrued but unpaid remuneration and other dues, subject to appropriate deductions, if any, to your legal heirs and successors, in accordance with applicable laws.

12.5 Upon cessation of your employment in any manner, the Company would make all payments due to you up to your last working day, less any amounts due from you to the Company, including all applicable statutory payments, and such payments shall be deemed to be in discharge of all liabilities and obligations of the Company towards you and you agree that you will not be entitled to any further compensation or payment of any kind whatsoever from the Company. Further, pursuant to termination of this Employment Agreement, you will not at any time represent yourself as having any connection with the Company, save as a former employee.

12.6 Termination of this Employment Agreement for whatever reason shall not affect (a) the accrued rights and liabilities of the Company arising in any way out of this Employment Agreement as at the date of termination and in particular but without limitation, the right to recover damages against you; or (b) provisions that are expressed to survive this Employment Agreement, which shall remain in full force and effect.

12.7 Survival: Termination of the Employment Agreement shall not relieve you of the obligations under Part 1 (Employment and Duties), Part 8 (Confidential Information), Part 9 (Intellectual Property), this Part, Part 13 (Governing Law), Part 14 (Dispute Resolution), Part 15 (Indemnity), and Part 18 (Other Terms) and any other provisions that by their nature are required to survive this Employment Agreement, which shall remain in full force and effect.

PART 13. GOVERNING LAW

13.1 This Employment Agreement shall be construed and interpreted in accordance with Indian law and, subject to the following clause (Dispute Resolution), the Courts of Hyderabad shall have exclusive jurisdiction on any matters related thereto.

PART 14. DISPUTE RESOLUTION

14.1 You and the Company agree that you both shall attempt to resolve through good faith consultation, any dispute(s) or difference(s) between you and the Company in respect of or concerning or connected with the interpretation or implementation of this Employment Agreement or arising out of this Employment Agreement ("Dispute"), and such consultation shall begin promptly after either of you or the Company has delivered to the other, a written request for such consultation. In the event that you and the Company are unable to resolve a Dispute within a period of fifteen (15) days in

accordance with the mechanism provided above, such Dispute shall be referred to arbitration which shall be presided over by a sole arbitrator to be appointed jointly by you and the Company. The seat and venue of the arbitration shall be Hyderabad, Telangana, and the arbitration proceedings shall be in English. The decision of such arbitration shall be binding and conclusive upon you and the Company and may be enforced in any court of competent jurisdiction.

14.2 You and the Company agree that you both shall continue your obligations as provided herein during the period where any negotiation, arbitration, litigation or such other procedure for dispute resolution is pending.

PART 15. INDEMNITY

15.1 You shall indemnify, defend and hold the Company harmless from and against all or any damages, claims, penalties, fines, costs paid or incurred by the Company (“Losses”) as a result of, arising from, or in connection with, or relating to any misrepresentation, negligence, breach and/or failure of performance (in whole or in part) by you, of any representation, undertaking, obligation or covenant contained in this Employment Agreement, whether discovered then or subsequently.

15.2 Subject to applicable laws, the Company may recover the Losses from you or deduct/adjust the amount against the compensation payable by the Company to you.

PART 16. FORCE MAJEURE

16.1 “Force Majeure Event” shall mean any event, which is beyond the control of the Company, which it did not foresee or which, with a reasonable amount of diligence, it could not have foreseen and which substantially affects the performance of this Employment Agreement or the business of the Company and includes:

- a) natural calamities, including but not limited to floods, earthquakes, epidemics and pandemics;
- b) acts of any Government, including but not limited to declared or undeclared war, quarantines, embargoes, prohibitions; or
- c) terrorist attacks, public unrests in work area.

16.2 In the event of occurrence of a Force Majeure Event, the Company shall have the right to terminate your employment or suspend or lay you off without pay, for any duration, if the Company, in good faith believes that it is unable to utilize your services under this Employment Agreement.

16.3 In case of the occurrence of Force Majeure Event, the Company may also at its discretion choose to instead implement alternate lesser measures, such as layoff, imposition of leave without pay, deduction of leaves from the leave balance, reduction of salary etc. The Company shall not be liable for any default or non-performance of obligations under this Employment Agreement, if such default or non-performance of obligations is caused by a Force Majeure Event.

PART 17. NOTICE

17.1 All notices and other communications given or made under this Employment Agreement shall be in English and in writing and shall be given by personal delivery, pre-paid registered mail addressed to you or the Company (as relevant) at the address, or by way of email sent to the email address set out below:

If to the Company:

Attention: Intelliflo Software India Private Limited

Designation: Human Resources Advisor or Human Resources Department

Address:

14th Floor (Part), Orbit Towers,
Plot No 30/C, Sy No 83/1,
Hyderabad Knowledge City,
Raidurg Panmaktha, Serilingampally Mandal,
Hyderabad, Telangana – 500 019

If to you:

Designation: Sudipto Saha

Address: Kalpataru Abasan, 139/3, Nagendra Nath Road

Kolkata, West Bengal 700028

Phone: 9088521045

Email: sahasudipto336@gmail.com

17.2 You acknowledge that you control and will regularly check the above email address, and that any notice sent by email to you will be deemed to have been received twenty-four (24) hours after it is sent out from the servers of the Company addressed to your above email address.

17.3 You and the Company may change or supplement the addresses given above, for the purposes of this Part, by giving the other, a written notice of the new address in the manner set forth above.

17.4 To avoid ambiguity, it is clarified that any documents or agreements may be executed by way of electronic or digital signatures, or by other legally recognized means, and that any documents or agreements sent by way of email shall be considered to have been properly delivered.

PART 18. OTHER TERMS

18.1 Non-Disparagement:

- a) During as well as after cessation of your employment with the Company, you shall refrain from making any adverse written or oral statement (including in any form of social media, anonymously or otherwise, including in glassdoor, X, Facebook etc.) or taking any action, directly or indirectly, which you know or reasonably should know to be disparaging, negative or capable of causing harm to the reputation of the Company or its affiliates,

publicly or otherwise, except as allowed or required by law. You shall also refrain from suggesting to anyone that any written or oral statements concerning the Company or its affiliates, be made which you know or reasonably should know to be disparaging or negative, or from urging or influencing any person to make any such statement.

- b) You understand that nothing in this Employment Agreement shall in any way limit or prohibit you from engaging for a lawful purpose in any Protected Activity. For purposes of this Employment Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with any governmental agency or regulatory body, in accordance with applicable laws.

18.2 Entire Agreement: This Employment Agreement embodies the entire terms and conditions agreed upon by you and the Company relating to the subject matter hereof and supersedes all previous agreements or arrangements entered into by you and the Company, whether written or oral, relating to the subject matter hereof.

18.3 Assignment: You acknowledge and agree that your obligations under this Employment Agreement are personal in nature and shall not be assigned or transferred to any third party without the prior written consent of the Company. However, the Company shall have the right to assign or transfer in whole or in part its rights and obligations to any other party, without your written consent.

18.4 Severability: If any provision of this Employment Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Employment Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof.

18.5 Waiver: A waiver by either you or the Company in respect of a breach of a provision of this Employment Agreement by the other shall not be deemed to be a waiver in respect of any other breach and the failure of either you or the Company to enforce at any time a provision of this Employment Agreement shall in no way be interpreted as a waiver of such provision. No failure or delay by you or the Company hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18.6 Counterparts: This Employment Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Read and Acknowledged by:

Signature:

Sudipto Saha

Date:

Annexure C: Sensitive Personal Data or Information (SPDI) Collection Statement

Throughout the course of your employment or service with Intelliflo Software India Private Limited., we may collect and process both, electronically and manually, information relating to you including certain personal information ("PI") and Sensitive Personal Data or Information ("SPDI") from you.

The purpose of collection of PI and SPDI includes but is not limited to: assessing an individual's qualifications and suitability including state of health for a particular job or task, administering a range of HR processes, provisioning of payroll benefits, record retention process, performance management, staff action on career development, tax-return filing, risk management, operational purposes and management of the business of the Company, disclosures as permitted and required by law to assist in regulatory or other investigation or inspection, if any, or internal audit procedure and / or other administrative tasks ("Purposes").

The PI and SPDI that we have collected and may collect from time to time may be used for the Purposes listed above by the Company and/or may be transferred (whether in or outside of your employing country) to our group, affiliate or associate companies, our third party service providers such as insurers, bankers, administrators and other third party companies engaged in contractual activities on our behalf. Please note that your involvement in any violation of data protection laws or causing data breach would result in disciplinary action, which can lead to immediate termination and withholding of your pecuniary benefits. You agree that the PI and SPDI may be shared, without your prior consent, with government agencies mandated under applicable law to obtain information for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences. The Company may also disclose your PI and SPDI to any third party pursuant to an order issued under applicable law, when responding to summons or similar legal process, to protect against fraud and to otherwise co-operate with governmental authority including law enforcement or regulatory authorities.

As per the Company's Employment Data Protection Policy, we reserve the right to retain PI and SPDI of employees, contractors, temporary employees, consultants, interns, trainees, prospective employees or applicants, and former employees when they cease to be employed by us for a period as allowed under applicable laws. Such PI and SPDI may be required for any purposes, residual or ancillary to the above Purposes in relation to a former employee, including, but not limited to; the provision of job references, processing applications for the employment matters relating to retirement benefits and allowing us to fulfill other contractual or statutory obligations. Please note that you have a right to request access to or seek a correction to your PI and SPDI in relation to your employment.

Please visit the intranet for our latest Employment Data Protection Policy should you have any enquiries concerning the PI and SPDI collected, including obtaining copies and/ or seeking any correction. You are required to inform us in writing about any change in your address and contact details or any other personal information, within seven (7) working days.



Last available address will be taken as the correct one for all purposes. Please note that the Employment Data Protection Policy may be updated and revised periodically without notice.

In the event of a change in applicable law regarding data protection in India, including by way of implementation of the Digital Personal Data Protection Act, 2023 or rules thereunder, you expressly consent to the Company's continued use, storage, collection and disclosure of your personal information and you agree to provide such additional consents and approvals, in such form and manner, as may be requested by the Company. Should you choose to not provide the Company with such additional consents and approvals, the Company may need to alter the terms of employment.

By signing below and executing the Employment Agreement and thereafter by other affirmative acts including by recording acceptance through email or other electronic means, you signify your informed, affirmative consent to the Company's collection, processing, storage and sharing of your PI and SPDI and the Sensitive Personal Data or Information Collection Statement and acknowledge that you have read and agree to the terms of the Employment Data Protection Policy. You have the right to opt-out, in which case, you may contact the Human Resources department.

Read and Acknowledged by:

Signature:

Sudipto Saha

Date:

Annexure D:

PART 1. WORK FROM HOME

It is understood that the work from home location is the city that is mentioned in the offer letter.

In certain situations, such as a pandemic, you might be permitted or required to work from home at a location other than the one that is mentioned in the offer.

You would need to take explicit permission in writing from the immediate supervisor and the function leader in such situations. Such requests might be permitted depending on business need and infrastructure support available. This concession, if permitted, can be withdrawn at any point of time, based on business need and/or Company policy.



You agree and acknowledge that you may be required to comply with certain additional policies and instructions from the Company in the event of working from home. Further, in case of any inconsistencies between work-from-home-specific policies and other policies, the work-from-home-specific policies and instructions shall prevail.

PART 2. COMPANY ASSETS

To enable remote working during certain situations such as a pandemic, the Company may provide the required technology assets to your location mentioned in the offer letter for remote working, in advance of your joining. In case you do not join the Company or are no longer an employee of the Company, you agree that you are responsible to return the same promptly to the Company.

By signing below, you agree and confirm your understanding and acceptance of the above.

Read and Acknowledged by:

Signature:

Sudipto Saha

Date:
