



October 18th, 2022

Vella Vamsee

H.No 109, Kotambedu Village,
Bhalayapalli Mandal, Nellore District,
Andhra Pradesh - 524421

Dear Vamsee,

On behalf of KORE.AI SOFTWARE INDIA PRIVATE LIMITED (the "Company"), I am pleased to extend to you an offer of employment for the position of **Associate Technical Lead, Grade-B1**. Your annual compensation (CTC) will be **Rs.32,00,000/- (Rupees Thirty Two Lakhs only)**.

We look forward to you, joining us on or before **November 21st, 2022**.

Your compensation will be structured as per prevailing tax and other governmental regulations, and a detailed breakup is attached as Annexure-A hereto.

As a condition of employment you are required to complete and properly execute the

- KORE.AI SOFTWARE INDIA PRIVATE LIMITED Employment Agreement attached hereto as Annexure-B;
- KORE.AI SOFTWARE INDIA PRIVATE LIMITED Employee Invention Assignment and Confidentiality Agreement attached hereto as Annexure-C.

This employment offer is subject to verification of the particulars mentioned in your application. In case, these particulars are found to be false, your services would be liable to termination without any reason or notice at any time.

This offer of employment is assignable to other organizations or legal entities. In the event of such a decision by the management, your employment will transfer to the new organization, with existing terms and conditions.

We sincerely hope that you find the terms of this offer acceptable and look forward to working with you. We request that you indicate your acceptance by signing and returning the enclosed copy of this letter along with your projected starting date. This offer will remain open and valid for a period of 7 days.

Yours Sincerely,

For KORE.AI SOFTWARE INDIA PRIVATE LIMITED

DocuSigned by:

Sarada Sruti Kandanur

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Sarada Sruti Kandanur

Senior Director – HR & Recruitment

KORE.AI SOFTWARE INDIA PRIVATE LIMITED

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad,
Telangana – 500081



Compensation-Annexure-(A)

Compensation Breakup Details

Compensation per annum		3200000
Compensation per month		266667
Compensation	Monthly (In INR)	Annual (In INR)
Basic	106667	1280000
House Rent Allowance	42667	512000
Special Allowance	93739	1124862
Total Allowances - A	243073	2916862
*Flexible Benefit Plan – B	5667	68000
PF Contribution-Employer	12800	153600
**Gratuity	5128	61538
Total Retirals - C	17928	215138
Total Fixed Compensation (A+B+C)	266667	3200000

For KORE.AI SOFTWARE INDIA PRIVATE LIMITED


DocuSigned by:

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Sarada Sruti Kandanur
Senior Director – HR & Recruitment

ACKNOWLEDGEMENT

I accept your offer of employment and will report on (“Effective Date”) _____.

DocuSigned by:

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Vella Vamsee

Annexure-(A) - Contd

KORE.AI SOFTWARE INDIA PRIVATE LIMITED

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad,
 Telangana – 500081



***Flexible Benefit Plan**

1. Flexible Benefit Plan is available as per the table below. You have an option of availing the benefits (you can choose any one or two) or else alternatively can choose to opt out of the FBP scheme and receive the total amounts as taxable in your monthly salary.

Benefit Available	Total Amount (Monthly in INR)	Monthly Amounts (INR)
Food Plus Card	Rs5667/-	Rs1500/-
LTA		Rs4167/-

You have a choice of selecting the benefits available to you under FBP once a year in April or at the time of joining. (For those whose salaries are below Rs. 5,00,000/- those employees will not be entitled for LTA)

2. Employees opting for LTA should submit bills on or before March 17th every year in the absence of which tax would be deducted.
3. For claiming LTA (for self and dependents) your leave dates should coincide with the dates on the LTA bills like train or airfare tickets.

****Gratuity**

This amount is payable as per Gratuity Act 1972.

*****Variable Pay**

This amount is defined specific to level and payable every quarter based on company and individual performance (as assessed in the Annual Talent Review (TREK) cycle for all employees at KORE.AI.

Group Medilaim / Group Term Life

Additionally you will be eligible for the following –

1. Group Medilaim (GMC) coverage of upto Rs.5,00,000/- family floater.
2. Personal Accident coverage of upto 3 times Cost to Company upto a max cap of Rs.50,00,000/- whichever is lower.
3. Group Term life (GTL) coverage of upto 3 times your Gross Cost to Company upto a max cap of Rs.50,00,000/- whichever is lower.

Note :- Benefits mentioned above are indicative but not exhaustive. Please refer to the detailed policy documents on applicability and other benefits.



Annexure-B

EMPLOYMENT AGREEMENT

This employment agreement (the “**Agreement**”) is made and entered into on this October 18th, 2022 by and between:

KORE.AI SOFTWARE INDIA PRIVATE LIMITED registered under the Indian Companies Act, 1956, having its registered office at 3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIC, Raidurg, Hyderabad, Telangana – 500081 (the “**Company**”), its parent, subsidiaries, affiliates, successors or assigns of the **FIRST PART**

And

Vella Vamsee, H.No 109, Kotambedu Village, Bhalayapalli Mandal, Nellore District, Andhra Pradesh - 524421 (the “**Employee**”) of the **OTHER PART**

For the purposes of this Agreement, “Parties” shall have a collective reference to both the Company and Employee and “Party” shall mean either the Company or the Employee.

In consideration of the Employee’s acceptance of the Offer Letter (as revised from time to time and currently in force; enclosed herewith as Annexure A) of the Company and the consequent appointment of the Employee with the Company, the Employee has agreed and has come forward to execute this Agreement and accept the terms and conditions of employment more fully laid out herein.

Now, therefore, it is hereby agreed between the Parties as under:

1. The terms and conditions laid down herein shall henceforth govern the working relationship between the Employee and the Company, whereas your present designation, compensation and related matters will remain the same as described in the offer letter, till such time you are intimated by the concerned authority in the form of a formal communication.
2. The location of employment of the Employee shall be at the location mentioned in the Offer Letter/present location as advised by the concerned authority and in the absence of any such notification, the Employee shall be obligated to report at 3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIC, Raidurg, Hyderabad, Telangana – 500081. During his/her course of employment, the Employee may be required to work at other existing technology centers or such other offices of the Company located within India or abroad. Decisions for such transfers, which may be for a short duration or of a permanent nature will depend on the Employee’s suitability for the intended task and would be made at the sole discretion of the Company.
3. **Compensation:** In lieu of the services rendered, the Employee shall be entitled to a monthly compensation as described in the Offer Letter /latest revised salary letter (the “**Compensation**”). The said Compensation is for any and all services of every nature rendered and to be rendered by the Employee, including “Duties” laid down in clause (6) of this Agreement and comprises the entire amount payable by the Company to the Employee in connection with his/her employment.
4. **Expense Reimbursement:** All expenses incurred by the Employee on behalf of the Company in connection with the Duties under this Agreement, shall be reimbursed at actuals or up to limits prescribed under the applicable expense reimbursement policy of the Company, whichever is lower, upon submission of bills, receipts and other such supporting vouchers/documents. It should be noted

KORE.AI SOFTWARE INDIA PRIVATE LIMITED

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Telangana – 500081



that the eligibility criteria for expenses to be incurred shall be as per the accounting policies of the Company determined solely by it, from time to time

- 5. Service Rules and Regulations:** During employment with the Company, the Employee will be governed by the all applicable rules, regulations, policies and procedures of the Company, in force or as introduced or amended from time to time. Where, and in the manner applicable, the Employee will also be governed by the Company's policies and rules regarding Leave, Provident Fund, Bonus and ESI/Medical Reimbursement, Leave Travel Assistance, Misconduct, Indiscipline or/and other matters. Further, the Employee during the employment period shall perform his/her duties honestly, diligently, orderly, sincerely and shall at all times conduct himself/herself in a professional manner. All such rules, regulations, policies and procedures of the Company are more fully described in the Company Employee Handbook, which may be accessed on the Company's website.

6. Duties

a) Specific Duties:

In view of the appointment of the Employee by the Company in the designation mentioned hereinabove, the Employee is hereby expected to undertake and discharge the functions and duties as shall be intimated to the Employee from time to time.

b) General duties:

The Employee shall during the continuance of his/ her employment:

- i. During normal business hours, and at other times as may be necessary for the due performance of his/her duties, diligently and efficiently devote his/her entire time, skill and attention to the business of the Company;
- ii. Perform all such duties expected from him/her including those expressly or in an implied manner assigned to him/her by the Company, on such terms and subject to such restrictions as it may impose from time to time;
- iii. Maintain records and documentation, either in writing or electronic form, and submit such documentation/records to such designated official of the Company, on a weekly basis or as and when necessary of all technical data, processes, formulae, technology, designs, drawings, hardware configuration information, software programming information, improvements, etc., made, conceived or developed by the Employee, either alone or jointly with others during course of and in connection with his/her employment with the Company.

Failure to perform any of the duties mentioned hereinabove or breach of this clause shall be construed to be material breach for the purposes of this Agreement.

- 7. Other Employment:** The Employee shall not, during the term of employment with the Company, directly or indirectly, be concerned with, engaged with or commence any other business, trade or profession, irrespective of whether or not the Employee's involvement is gratuitous or takes place outside his working hours. The expression "concerned with or engaged in" shall without limitation mean whether as an employee, advisor, partner, consultant, contractor, sub-contractor, proprietor, director, or otherwise. Additionally, the Employee shall not engage, whether directly or indirectly, in any other employment, occupation, consulting or other business activity directly or indirectly related to the business in which the Company is now involved or becomes involved during the term of his/her employment, nor will he/she engage in any activities that conflict with his/her Duties and Responsibilities. A breach of this clause shall be construed to be material breach for the purposes of this Agreement.

PROVIDED THAT the Employee may own beneficially any units of any authorised unit trust or



mutual funds and shares or securities listed on a recognized stock exchange which when aggregated with shares or securities beneficially owned by your parents, spouse, children and step-children, total no more than five per cent of any single class of shares or securities in any company, which is engaged in a business similar to or conflicting with the Company. PROVIDED FURTHER THAT all such holdings shall be disclosed by you in writing to the Company on the first day of each calendar quarter.

Subject to the exceptions laid down in the applicable Company policy, the Employee shall not receive or obtain directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods and/or services rendered, or any other business transaction by or on behalf of the Company or an associated company. Additionally, if the Employee engages in any such business transaction with the Company in which he/she is directly or indirectly engaged, concerned or interested, the Employee shall immediately inform the Company about the same. Further, in the former instance, the Employee is under obligation to account for such discount, rebate, commission or other inducement, he/she may have received or obtained by or on behalf of the Company.

- 8. Inventions and Intellectual Property:** All Intellectual Property (defined herein), created, developed, co-developed, obtained or conceived by the employee during the course of and in connection with his/her employment with the Company or its affiliates, shall be owned by, shall belong exclusively to the Company.

In the event that the authorship rights in any Intellectual Property are or become subject of registration under any legislation, the Employee shall:

- a) Provide the Company and its attorneys with all necessary assistance and co-operation in connection with the preparation and prosecution of any application in respect of such Intellectual Property.
- b) In order to ensure compliance of this clause, the Employee and the Company shall enter into Employee Invention Assignment and Confidentiality Agreement annexed herewith.

“Intellectual Property” means and includes (i) all patents and applications therefore, including docketed patent disclosures, awaited filings, re-issues, divisions, renewals, extensions and provisional thereof (ii) all inventions (whether patentable or not), disclosures and improvements, all trade secrets, confidential business information (including research and development, know-how, compositions, designs, specifications, pricing and cost information and business and marketing plans), proprietary information, technical drawings and specifications, processes, methodologies etc.; (iii) all works of authorship, moral rights, copyrights (including derivative rights thereof), copyright registrations and applications therefor; (iv) all trade names, trade dress, logos, product names, collective marks, collective membership marks, trademarks certification marks and service marks, trademark and service mark registrations and applications together with the goodwill of the business of the Company symbolized by the names and the marks; (v) all data and related documents, object code, databases, passwords, encryption technology, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (vi) all technology developed or modified, including without limitation, customizations of third party technology and software, middleware, data base components, user interfaces and any other technology or software related thereto, (vii) any similar, corresponding or equivalent rights to any of the foregoing; (viii) all documentation related to any of the foregoing; and (ix) all goodwill associated with any of the foregoing.



9. **Returning Company Property:** Upon Termination of employment with the Company, as per clause [23] of this Agreement, , the Employee will hand-over to the Company (and will not keep in his/her possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items, whether or not developed by the Employee pursuant to his/her employment with the Company or otherwise belonging to the Company. In the event of the Employee committing default of the above clause, the Employee shall be liable to indemnify the Company against any losses or claims or loss of profits or that may arise on account of such breach.
10. **Conflict of Interest :** The Employee hereby undertakes and agrees to fully comply with the Conflict of Interest Policy of the Company as detailed and substantiated in the Company's Employee Handbook/Intranet and also to conduct his/her affairs in strict compliance with the letter and spirit of the law of the land.
11. **Income Tax Liability:** The Income Tax Liability with regards to the Employee's salary and perks will be the Employee's liability, and will be governed by the tax laws of the country as applicable from time to time. However, all statutory requirements of taxes to be deducted at source by the Company will be complied with by the Company (or its agent, as applicable).
12. **Communication and Correspondence:** Any communication sent to the Employee to his permanent address or any other address as filled / amended in the records by the Employee, at the time of his joining will stand final and correspondence so sent on behalf of the Company by registered post, will be deemed to have been received by the Employee.
13. **Professional Ethics:** The Employee is required to deal with the Company's money, material and documents with utmost honesty and professional ethics. If the Employee is found guilty, at any point of time, of moral turpitude or dishonesty in dealing with the Company's money, material or documents or of theft or of misappropriation regardless of the value involved, the Employee's services would be terminated with immediate effect, notwithstanding other Terms and Conditions mentioned in this agreement.
14. **Internet and E-mail usage:** The Employees' are permitted access to the Internet and Company's e-mail service, which is restricted only for the purpose of business use as per the nature of the job. Misuse of the Internet and Company's e-mail service such as surfing pornographic sites, job seeking, gaming, hacking or attempting to gain access of other Employees' and Company information without authorized permission, being a member of any internet hacking community, using the Company's e-mail for receiving non-technical newsletters / junk mail, broadcasting personal messages to all mail service users, forwarding mail communication to external parties, initiating a direct contact with the Client through mail etc. is prohibited. The Company may at its sole discretion, terminate the said Employment of the Employee with the Company with immediate effect, in the event of it being found that the Employee violates the usage of Internet and e-mail as dictated by the Policies of the Company that exist currently, and may be supplemented and amended from time to time.
15. **Code of Conduct:** The Employee shall conduct himself / herself in conformity with the code of conduct from time to time. Further, the Employee shall carry out the instructions in letter & spirit, given by the superiors, shall not disobey the instructions given and shall not indulge in any unethical practices which results in loss of productivity or which affect the project deliverables.



- 16. Smoking & Drinking:** The Company owes and assures a smoke and alcohol free environment for its Employees. The entire office premises including conference rooms, lobbies/washrooms are declared as “Non-Smoking Zones” & “Alcohol Free Zones”.
- 17. Destroying Papers & Materials:** Any official communication, which includes electronic data in any form, and e-mails, which is confidential in nature, shall be destroyed appropriately after the purpose is served, with the knowledge and consent of the immediate superior of the employee to whom such employee is reporting. A record of such destroyed official communication shall be maintained in the register maintained for the purpose, the entry in which shall be signed by the employee and counter signed by his immediate superior.
- 18. Safe Custody of Company Material:** The Employee will be responsible for the safe keeping and good condition and order of all the Companies property entrusted to his/ her care and charge. The Company reserves the right to deduct the cost of such articles from the Employees dues, or take such action as may be deemed proper, in the event of failure or damage to account for such property, to the Company’s satisfaction.
- 19. Employee Non-Disclosure Agreement:** As the Employee shall have access to various proprietary and confidential information during the course of employment with the Company, he/she shall be required to execute an Employment Invention and Confidentiality Agreement enclosed as Annexure [C] hereto and it shall form part & parcel of this Agreement.
- 20. Confidentiality of Compensation:** The Employee’s Compensation is based *inter alia* on his/her overall experience level in the IT Industry, educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the requisite skill sets. Therefore, the salary package offered to the Employee is very specific and personal to the Employee. Therefore, Employee agrees to strictly maintain the secrecy of and shall ensure that he / she does not divulge, discuss or communicate in any manner, any information regarding his/her remuneration, to any other Employee of the Company except with their immediate supervising officer/ Head of the HR Dept. of the Company. Similarly, when deputed to work / interact at any client’s site, the Employee is expected to maintain full confidentiality regarding his Compensation. The Employee further agrees not to discuss or disclose the same to any member of the client staff, in order to maintain and promote good ethical functional business relations with Company’s clients.
- 21. Deputation:** The Employee shall be permanently employed at the Company’s Hyderabad location. However, he/she may be deputed to work at any of the Company’s offices located elsewhere, varying for a period of six months or above in a year, as and when considered necessary, solely at the discretion of the Company. Depending upon the Employee’s suitability, the Employee may be deputed from time to time to work at the Company’s foreign collaborators’ site/ parent company’s site or with any of their clients at such client sites, whether in USA or elsewhere. While being posted elsewhere as per the terms of this clause the Employee shall execute all or any additional agreements as may be required by the respective company at the time of posting. However the Employee shall be paid by the Company in accordance with the living standards of the place of transfer and any decision in this regard is solely reserved by the Company and will be treated as final and binding on the Employee.
- 22.** The Company reserves the right to depute the Employee on a secondment, in circumstances it deems necessary, as a full time employee at existing terms and conditions.



23. Termination of Employment:

- a) Either the Company or the Employee can terminate this Agreement at any time by giving two (2) months' prior written notice or two (2) months' basic salary in lieu thereof. The termination will not affect the rights and remedies that the Company may have under any laws, rules and regulations for the time being in force.
- b) The Company reserves the right to pay or recover the relevant amounts in lieu of Notice Period. In case the Employee intends to terminate his employment in the Company as stated to in clause [23(a)] above, the Company will have the sole option/ right to waive the notice period without paying the employee for the notice period and shall ensure the termination of the Employee from the Company forthwith without incurring any obligations to pay any amounts for the unexpired Notice Period. Waiver of Notice Period will be at the sole discretion of the Company to be given in writing by the Company.
- c) In the event that the Employee is in the middle of an assignment, the Company may require the Employee to complete all operative parts of the assignment, as determined by the Company before agreeing to relieve the Employee from his/her services.
- d) Upon termination of this Agreement, the Employee will immediately return to the Company, any and all documents, manuals, data, records, Confidential Information, Intellectual Property, material and property belonging to the Company that may be entrusted to and/or placed in the Employee's possession by virtue of and/or during the course of his/her employment with the Company, without making any copies thereof and/or extracts there from. The Employee will also immediately deliver to the Company all notes, analyses, summaries and working papers relating thereto.
- e) Provided that the employment of the Employee may be terminated forthwith without providing any notice in the event of breach by the Employee of any term stipulated under this Agreement or the published company policies. However, in this event, the Company will not pay salary in lieu of such notice. The Company further reserves the right to include the recovery of such salary paid, in its claim for damages for the breach of this Agreement, if any.
- f) For the purposes of this clause:
 - (i) Date of notice of termination by the Employee would be taken as the date in the e-mail / formal resignation letter that is submitted by the Employee which in turn should be signed as accepted, by the Immediate Project Manager, HR-Representative and the Head - HR.
 - (ii) Leaves that the Employee may have accumulated during the period of service may be adjusted against the Notice Period at the Employer's discretion provided that the Employee has completed the pending tasks and deliverables as dictated by the then current project assignment.
 - (iii) Depending on the pendency / exigencies of work entrusted to the Employee, the Company may ask the Employee to extend stay compulsorily for such periods from the date of serving of the required notice, for such period as would be required for the Company to effectively replace the services of the Employee or the completion of the duties entrusted to the Employee to the sole satisfaction of the Company.



g) Notwithstanding the above and without prejudice to any other rights that the Company may have against the Employee under this agreement or under any other applicable law for the time being in force or otherwise, in the event the Employee leaves the Company within a period of 12 months from the date of commencement of his/her employment, the employee shall reimburse to the Company the following:

- (i) All amounts paid to you by the Company, other than your salary, including without limitation, any signing bonus, recruitment fee, relocation expenses, etc.
- (ii) All expenses incurred by the Company in connection with any training rendered to you, whether in India or abroad;
- (iii) All expenses incurred by the Company in connection with the employment and termination of the Employee including attorney's fees.
- (iv) All fees, charges and expenses incurred on account of your training or continuing education incurred by the Company during the period of your employment with the Company.

24. Absenteeism without Notice: In the event of the Employee's absence from the services of the Company without written permission from the concerned manager or without intimation to the concerned manager for a period of 5 days (including weekends), it would be assumed that the Employee has voluntarily abandoned services of the Company and the Company has the sole discretion to terminate the Employee's services.

25. Non - Solicitation & Non- Compete: The Employee shall not during the term of employment with the Company and for a period of 12 months thereafter immediately following the termination of employment with the Company for any reason, whether with or without cause:

- (i) Directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or join any other employment;
- (ii) Take away any clients or customers of the Company or attempt to solicit, induce, recruit, encourage or take away clients or customers of the Company, either for yourself or for any other person or entity;
- (iii) A breach under this clause shall be construed to be a material breach of this Agreement

26. Representations: The Employee warrants, undertakes and confirms to the Company that he/ she are not bound by the terms and conditions of any non-disclosure agreement, confidentiality agreement or any other similar document, deed or writing by whatever name called executed prior to the employment with the Company and the Intellectual Property rights assigned to the Company are not in breach or violation of any such agreement or contract or the like as aforesaid.

27. Veracity of Information Provided: The Employee has been engaged based on the presumption that the particulars furnished by him/her in the resume or testimonials handed over to the Company are true and correct. In case they said particulars are found to be false or incorrect or that the Employee has concealed or withheld relevant material fact(s), the Employee's appointment with the Company shall stand terminated without any notice.



- 28. Legal Advice:** It is presumed that the Employee hereby accepts these Employment terms and conditions stipulated in this Agreement willingly & after understanding the full implications by seeking proper Legal Advice.
- 29. Governing Law and Jurisdiction:** These Employment Terms and Conditions shall be governed and construed in accordance with the laws of India. The courts at Hyderabad will have jurisdiction in case any dispute between the Company and Employee, in connection with this Agreement.
- 30. Severability:** If one or more of the provisions in this Agreement is declared void by law, then the remaining provisions of this Agreement in so far as they are enforceable or capable of being enforceable shall continue in full force and effect being applicable to the Agreement.
- 31. Waiver:** No failure or delay by either of the Parties in exercising any right, power or privilege under this Agreement will operate as a waiver thereof or of any other or subsequent breach will not operate or be construed as a waiver.

For KORE.AI SOFTWARE INDIA PRIVATE LIMITED:

By:

DocuSigned by:
Sarada Sruti Kandamur
5B0473C0B01246A...
Signature

Name: Sarada Sruti Kandamur

Title: Senior Director – HR & Recruitment

Employee:

DocuSigned by:
Vella Vamsee
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Signature

Vella Vamsee

Associate Technical Lead

19-Oct-2022 | 3:28 PM IST

KORE.AI SOFTWARE INDIA PRIVATE LIMITED

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad,
Telangana – 500081



Annexure-C

EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT-

This invention assignment and confidentiality agreement (the “**Agreement**”) is made and entered into on this October 18th, 2022 by and between:

KORE.AI SOFTWARE INDIA PRIVATE LIMITED registered under the Indian Companies Act, 1956, having its registered office at 3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIC, Raidurg, Hyderabad, Telangana – 500081 (the “**Company**”), its parent, subsidiaries, affiliates, successors or assigns of the **FIRST PART**

And

Vella Vamsee, H.No 109, Kotambedu Village, Bhalayapalli Mandal, Nellore District, Andhra Pradesh - 524421 (the “**Employee**”) of the **OTHER PART**

For the purposes of this Agreement, “Parties” shall have a collective reference to both the Company and Employee and “Party” shall mean either the Company or the Employee.

WHERE AS:

- (A) The Employee is in employment with the Company as “Associate Technical Lead”, from the Effective Date (defined below);
- (B) The Employee understands and acknowledges that during his employment with the Company, the Employee is required to receive training, which shall be imparted directly or indirectly by the Company, to update his or her skills to be properly equipped to effectively perform his/her duties and responsibilities of employment;
- (C) Information that Employee is exposed to for the direct or indirect purpose of performing his/her duties and responsibilities during the course of the employment is highly confidential;
- (D) The Employee is aware and understands that substantial expenditure is and would be incurred by the Company for imparting such training, whether formal or on-job training to the Employee;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein; in consideration of the Employee’s acceptance of the Offer Letter (defined below), signing of the Employment Agreement (Annexure-B) dated October 18th, 2022 with the Company; and the consequent appointment of the Employee with the Company, the Company and the Employee hereby agree as follows:

1. Definitions

- (a) “Confidential Information” means any data or information that is written, oral or graphical, belonging to the Company, its affiliates, its clients or customers, including but not limited to any data or information related to Company’s

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Telangana – 500081



current, future and/or proposed products and services, technology, research, development, patent or patent applications, techniques, sketches, drawing, works of authorship, models, inventions, processes, equipment, algorithms, software programs, software source comments and formulae, financial information and data, procurement and/or purchasing requirements, contractual relationships, business forecasts, sales and merchandising data, marketing plans, customers or business activities; any proprietary information, technical data, trade secrets or know-how, including but not limited to research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the Employee by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment;

- (b) “Effective Date” means the date mentioned in the Offer Letter;
- (c) “Employee Handbook” means the Company’s employee handbook/intranet which contains all Company policies and procedures including any amendments made thereto;
- (c) “Employment Agreement” means the agreement signed by the Employee with the Company with respect to his terms and conditions of his employment;
- (d) “Intellectual Property means and includes (i) all patents and applications therefore, including docketed patent disclosures, awaited filings, re-issues, divisions, renewals, extensions and provisionals thereof (ii) all inventions (whether patentable or not), disclosures and improvements, all trade secrets, confidential business information (including research and development, know-how, compositions, mask works, designs, specifications, pricing and cost information and business and marketing plans), proprietary information, technical drawings and specifications, processes, methodologies etc.; (iii) all works of authorship, copyrights (including derivative rights thereof), copyright registrations and applications therefor; (iv) all trade names, trade dress, logos, product names, collective marks, collective membership marks, trademarks certification marks and service marks, trademark and service mark registrations and applications together with the goodwill of the business of the Company symbolized by the names and the marks; (v) all data and related documents, object code, databases, passwords, encryption technology, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (vi) all technology developed or modified, including without limitation, customizations of third party technology and software, middleware, data base components, user interfaces and any other technology or software related thereto, (vii) any similar, corresponding or equivalent rights to any of the foregoing; (viii) all documentation related to any of the foregoing; (ix) all goodwill associated with any of the foregoing; (x) any and all moral rights (as defined below) that the Employee may have in or with respect to any Intellectual Property. The Employee hereby forever waives and agrees never to assert any and all moral rights he/she may have in or with respect to any Intellectual Property, even after his/her termination from the Company. “Moral rights” mean any rights to claim authorship of or credit for Intellectual Property, to object to or prevent the modification or destruction of any Intellectual Property, or to withdraw from circulation or control the publication or distribution of any Intellectual Property, and any similar right, existing under judicial or statutory law of any country or



subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

(e) “Offer Letter” means the letter issued by the Company to the Employee offering him/her employment in the Company.

2. Except as otherwise provided in this Agreement and at all times hereafter, the Employee shall keep secret and retain in strictest confidence, any and all Confidential Information relating to the Company or any of its affiliates, and shall use such Confidential Information only in furtherance of his/her duties as an Employee of the Company or its affiliates and not for personal benefit or the benefit of any interest adverse to the interests of the Company or any of its affiliates.
3. The Employee shall not disclose such Confidential Information to any person other than the Company, except as may be required by law or any court or administrative order (in which event the Employee shall so notify the Company as promptly as practicable). Upon the termination of the Employee's position as an employee of the Company or its affiliates for any reason, the Employee shall promptly return to the Company or destroy all copies, reproductions and summaries of Confidential Information in the Employee's possession or control and erase the same from all media in the Employee's possession or control, and, if the Company so requests, shall certify in writing that he or she has done so.
4. All Confidential Information and such information that the Company or any of its affiliates received from a third party which the Company is obligated to treat as confidential shall remain the property of the Company. The Employee shall not use the Confidential Information and such third-party information in his/her Curriculum Vitae, bio-data, resume or any other professional description of the Employee either during or after termination of his/her employment with the Company.
5. The Employee agrees any and all Intellectual Property that (i) is developed using equipment, supplies, facilities or trade secrets of the Company, (ii) results from work performed by me for the Company, or (iii) relates to the Company's business or actual or demonstrably anticipated research and development, will be the sole and exclusive property of the Company and hereby agrees to assign, and does hereby assigns, such Intellectual Property to the Company.
6. The employee therefore does hereby assign, transfer and convey to the Company the entire right, title and interest in any and all Intellectual Property which may be conceived, made, developed or worked on, in whole or in part, solely or jointly with others during the term of the employment in order to secure for the benefit of the Company, adequate rights in such Intellectual Property in India, and all foreign countries; and further he/she agrees to assist the Company as required to draft such instruments, to obtain and to enforce such rights.
7. The Employee agrees to assist the Company in every proper way to obtain proper legal protection for Intellectual Property and for the proper enforcement of such Intellectual Property in India and abroad. The Employee will execute any and all documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. These obligations of the Employee will continue beyond the termination of my employment with the Company, provided that the Company will compensate him/her for the expenses actually spent by him/her at the Company's request on such assistance. The Employee further agrees to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.



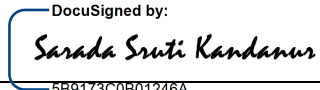
8. The Employee represents that his/her performance of the terms of this Agreement and his/her duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. The Employee represents that he/she will not bring to the Company or use in the performance of his/her duties for the Company any documents or materials or intangibles of a former employer or third party that are of a confidential nature, not generally available to the public or have not been legally transferred to the Company.
9. **Non-Compete**
 - 9.1 The Employee agrees that he/she will not, without the Company's express written consent, engage in any other employment or business that (i) directly competes with the current or future business of the Company; (ii) uses any Company information, equipment, supplies, facilities or materials; or (iii) otherwise conflicts with the Company's business interest and causes a disruption of its operations.
 - 9.2 In furtherance of clause 9.1 during his/her employment with the Company he/she will not provide services to a Competitor in any role or position (as an employee, consultant, or otherwise) that would involve Conflicting Business Activities. "Competitor" means an individual, corporation, other business entity or separately operated business unit of an entity that engages in a Competing Line of Business. "Competing Line of Business" means the business of providing products or services to enable customers to develop, or developing for customers, applications or services across different platforms and channels including mobile devices, tablet devices, kiosks and/or web sites (mobile and traditional) and includes any other business that involves a product or service offered by anyone other than the Company that would replace or compete with any product or service offered or to be offered by the Company with which he/she had material involvement while employed by the Company (unless the Company and its subsidiaries and other affiliates are no longer engaged in or planning to engage in that line of business). "Conflicting Business Activities" means job duties or other business-related activities where the Company does business, or management or supervision of such job duties or business-related activities, if such job duties or business-related activities are the same as or similar to the job duties or business-related activities in which he/she participates or as to which he/she receives Confidential Information during his/her employment with the Company.
10. **Non-Solicitation**
 - 10.1 **Non-Solicitation of Employees/Consultants:** During his/her employment with the Company and for a period of one (1) year thereafter, he/she will not directly or indirectly solicit employees or consultants of the Company for my his/her benefit or for the benefit of any other person or entity.
 - 10.2 **Non-Solicitation of Suppliers/Customers:** During and after the termination of his/her employment with the Company, he/she will not directly or indirectly solicit or otherwise take away customers or suppliers of the Company if, in so doing, he/she uses or discloses Confidential Information of the Company. The Employee agrees that the names and addresses of the Company's customers and suppliers not in the public domain, and all other information related to them, including their buying and selling habits and special needs, created or obtained by him/her during his/her employment, constitute trade secret or proprietary or confidential information of the Company.

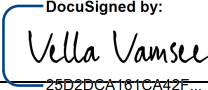


11. **Name & Likeness Rights:** The Employee hereby authorizes the Company to use, reuse, and to grant others the right to use and reuse, his/her name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), during his/her employment, for no purposes whatsoever other than those related to the Company's business, such as marketing, advertising, credits, and presentations.
12. **Governing Law and Jurisdiction:** This Agreement shall be governed and construed in accordance with the laws of India. The courts at Hyderabad will have jurisdiction in case of any disputes which may arise between the Company and Employee in connection with this Agreement.
13. If any provision of this Agreement is invalid or prohibited under the applicable law, such invalidity shall not affect the validity of other provisions contained herein.
14. If at any time either Party fails to enforce any provision of this Agreement, it shall not be construed as a waiver of any provision and not prevent either Party from enforcing that provision or any other provision of this Agreement. This Agreement may be amended only by a written agreement executed by each of the Parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the Party against which enforcement is sought. Any amendment effected in accordance with this clause will be binding upon the Parties and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
15. The Employee understands that any failure to perform any acts or deeds required to be performed under the terms and conditions of this Agreement would result in breach thereof and such breach would entitle the Company such reliefs, including a claim for damages, injunctions, in addition to any other remedies that may be available at law.
16. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.
17. This Agreement shall be effective as on the Effective Date mentioned above.

For KORE.AI SOFTWARE INDIA PRIVATE LIMITED:

Employee:

By: 
DocuSigned by: 5B9173C0B01246A...
 Signature


DocuSigned by: 25D2DCA181CA42F...
 Signature

Name: Sarada Sruti Kandamur

Vella Vamsee

Title: Senior Director – HR & Recruitment

Associate Technical Lead

19-Oct-2022 | 3:28 PM IST

KORE.AI SOFTWARE INDIA PRIVATE LIMITED

3rd Floor, A Wing, Aurobindo Galaxy, Plot No.1, Part of Sy. No.83/1, TSIIIC, Raidurg, Hyderabad, Telangana – 500081

Candidate Information Form

Personal and Confidential

Please affix a
passport size
photograph here
and sign across.

Instructions:

- The form to be filled in Block letters.
- All fields are Mandatory, where Not Applicable Please specify (NA).
- Kindly furnish all details correctly; the verification will be conducted on the basis of antecedents stated.

DESIGNATION	
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Personal Details (Fill in block letters)											
First Name											
Middle Name											
Last Name											
Father's First Name											
Middle Name											
Last Name											
Date of Birth		/		/		Birth City					
Birth State								Country			
Phone Number / Mobile											
Gender (√)		Male				Female		Marital Status		Married	Unmarried

Documents checklist:

Employment Verification	Any document with Employee ID (preferable Pay Slip or relieving letter)
Education Verification	Any document with the Roll/Enrollment/Registration Number

Contact Details - Address											
Residence(√)		Owned		Parental		Rental		Hostel / PG		With Relative	
Bldg Name:											
Landlord's Name											
Flat/House No:					Block No / Street No						
Street name:											
City											
District						Post Office					
State:							Pin Code				
Land Mark											
Best Time to Visit:	9 am – 1 pm				1 pm – 3 pm				3 pm – 6 pm		

Educational Details - I (Fill in block letters)											
Course Name		10 th		12 th		Graduation		Post Graduation		Others	
Degree(Specialization)											
Institute/College											
Address											
State							Pin Code				
University/Board											
Address											
State							Pin Code				
Roll No:											
Enrollment No.											
Duration	Start MM/YY			/				End MM/YY			/

Employment Details-I (Fill in block letters)														
Company Name														
Address														
Employment Type	Full Time		Part Time				Contractual			Temporary				
Tenure	Start Date		/		/			End Date				/		/
Position Held														
Compensation	INR (Rupees)						Per Annum							
EMP ID / Code														
HR Representative														
Email ID							Phone							
Reporting Manager's Name							Designation							
Email ID							Mobile							
Head of Department's Name							Designation							
Email ID							Mobile							
Reasons for Leaving														

Employment Details-I (Fill in block letters)														
Company Name														
Address														
Employment Type	Full Time		Part Time				Contractual			Temporary				
Tenure	Start Date		/		/			End Date				/		/
Position Held														
Compensation	INR (Rupees)						Per Annum							
EMP ID / Code														
HR Representative														
Email ID							Phone							

Reporting Manager's Name		Designation	
Email ID		Mobile	
Head of Department's Name		Designation	
Email ID		Mobile	
Reasons for Leaving			

Employment Details-I (Fill in block letters)														
Company Name														
Address														
Employment Type	Full Time		Part Time				Contractual			Temporary				
Tenure	Start Date		/		/			End Date			/		/	
Position Held														
Compensation	INR (Rupees)						Per Annum							
EMP ID / Code														
HR Representative														
Email ID							Phone							
Reporting Manager's Name							Designation							
Email ID							Mobile							
Head of Department's Name							Designation							
Email ID							Mobile							
Reasons for Leaving														

AUTHORIZATION NOTE**'To whom so ever it may concern'**

I authorize the Company or the retained third party to obtain investigative Employment Screening report for employment purposes, including in connection with my application for employment;

Wherein an 'Employment Screening report' includes any information regarding the character, general reputation, personal characteristics or mode of living of the subject;

Wherein the specific nature and scope of the Employment Screening report includes education Verification (Authentication of acquired or pursuing Degrees/Diplomas; work history; credit history; court records, including criminal verification records as permitted by law; Passport Verification; Permanent Account Number verification; Drug Verification; Finger Print Verification; Address Verification and references from professional and personal associates.

I further understand and agree that the Employment Screening report may be obtained at any time and any number of times as deemed necessary before during or post my employment with them.

I hereby authorize all previous employers, educational institutions, consumer reporting agencies and other persons or entities having information about me to provide such information to the Company or any other third party retained by them for the purpose. All the information furnished by me in the Job Application Form is true to the best of my knowledge

I understand that the continuance of employment or the offer of employment is contingent upon the outcome of the background check conducted on me and that this Disclosure & Authorization is not an offer for employment by the Company or a contract of employment with the Company. The proof of Identity enclosed and self attested for reference.

A Photostat, or any other copy, of this instrument bearing my signature shall be equally legally valid as the original.

Signature: _____

Date: _____

Name: _____

Place: _____



Documents required for On-boarding and BGV process

1. Educational Certificates (With enrollment / Roll number)

- SSC (or equivalent)
- Intermediate (or equivalent)
- Graduation marks sheet
- Graduation certificate
- Post-graduation marks sheet (if any)
- Post-graduation certificate (if any)

2. Employment certificates (All previous employments – which support the designation and period of employment in the organization)

- Relieving letter
- Service Letter (If any)
- Last 3 months pay slips (only for latest company)
- Resignation acceptance letter from the latest company + Offer Letter (in absence of service letter)

3. PAN card
4. Passport (Business VISA if any)
5. Aadhar card
6. 4 Passport size photographs
7. Current and Permanent Address Proof
8. Candidate information form

***** Please bring along all the original certificates for validation.***

Joining Venue:

3rd Floor, Aurobindo Galaxy,
Hitech City, Hyderabad,
Ranga Reddy, Telangana – 500081

Reporting time: 9:30 AM

Contact Person: Sushmita Patibandla / Aishwrya Rayasam / Anil Kumar Tamada / Shaik Shoiab / Mohit Kumar

KORE.AI SOFTWARE INDIA PRIVATE LIMITED

3rd Floor, Aurobindo Galaxy, Hitech City, Hyderabad, Ranga Reddy, Telangana - 500081