

*** Personal and Confidential ***

Ms. J Akila

KSSEM, Bangalore,

Candidate ID : 7257109

Bosch Global Software Technologies
Private Limited, 123 Industrial Layout,
Hosur Road, Koramangala, Bangalore -
560 095, India. Tel: +91 80 6657 5757
Fax: +91 80 6657 1404 CIN:
U72400KA1997PTC023164
www.bosch-softwaretechnologies.com

Our reference: TN/67233/2022

Date: 01-Sep-2022

Dear **Ms. J Akila**,

This has reference to your application and the subsequent interviews you had with us. We are pleased to appoint you as '**Associate Software Engineer**' at BGSW in "**Level 50**" as detailed below.

1. Compensation

- a. Your annual CTC (Cost to Company) will be Rs.**5,00,000/-** (Rupees **Five Lakhs** only) per annum. In addition you will be entitled to benefits as detailed below, **Annexure I**.
- b. Please refer to **Annexure I** to know more details about your compensation package.
- c. The variable portion of your compensation shall depend upon achievement of company goals. This amount is paid as per section 31-A of the Bonus Act in lieu of profit sharing bonus, if applicable to you.

Your remuneration is strictly confidential between you and the Company and has been arrived on the basis of your specific background and professional merit. You are obliged to maintain absolute secrecy of the terms and conditions; failure to do so will invite disciplinary action and may even result in termination of your services.

2. Retirement

You will retire from the services of the company on attaining the age of retirement. The retirement age is 58 years with an option to retire at 55 years, basis mutual discussion and agreement subject to company retirement policy.

The management reserves the right to amend the retirement age from time to time at its sole discretion, and these amendments shall be notified and binding on all Employees on the rolls of the Company with immediate effect.

3. Benefits

You will be entitled to leave benefits of Earned Leave (18 days) and General Leaves (12 days) as per the prevailing Leave policy. The company reserves the rights to alter / amend the leave rule from time to time including leave entitlements.

You will be entitled to a) Hospitalization Insurance - for self and family (for spouse and children up to the age of 23 years) b) Personal Accident Insurance - for self only c) Life Insurance - for self only.

4. Integrity

Each employee at Bosch is committed to ensure integrity in all aspects of their functioning. You are expected to comply with the policies as listed in the code of Business Conduct of the company as they form an integral part of the terms of your employment with Bosch. You are required to read and agree to the Rules & Regulations of Service and Conduct as listed in the **Annexure II**.

5. Condition of Hire

5.1. The assignment offered to you is on a whole time basis. You will not carry on or be concerned with any business of your own or on behalf of anyone else directly or indirectly, nor shall you take up other business or be associated with any other business with or without remuneration during the course of employment with the company.

5.2. In accordance with the provisions of the Companies Act 2013, you are required to disclose your relations or business connections, if any, with the Directors of this Company. You are required to furnish these details in your job application form and return to us. Further, if you have any trade or business interest with relations mentioned in **Annexure II** here-in-below and have any existing connection or future connection with the Company as suppliers, dealers, agents or contractors thereof, you are obligated to disclose such connection to the Company at the time of joining, you shall inform the management of the Company on becoming aware of any proposed transactions through such relations in the future of your employment duration.

5.3. This employment offer is made based on the information given by you in the BGSW application form, but not limited to the education/ experience certificates and any other relevant documents submitted to us. In case company finds at any time, the information given by you is incorrect, untrue or incomplete, the company shall have the right to terminate the employment-at any time without notice or salary in lieu of notice period.

5.4. If the Company sends you on training including research and development activities, to another country or a place in India with a view to benefit the Company in pursuance of its business objectives, which will be at an additional cost to the Company, you agree not to accept employment in a company in competition with BGSW and / or undertake a business that is in competition with BGSW. In the event you leave the Company within **One year** after such training period as mentioned in this clause 5.2, the Company will be entitled to recover the costs from you, incurred by the Company towards such training.

5.5. Background Check : Company would be conducting a background and reference check of your employment details. Your appointment is contingent upon satisfactory report of the background check conducted by our company's approved agency.
If the outcome of the Background verification is not satisfactory, the company has the right to withdraw this Offer of appointment without any notice or Compensation in lieu of notice at its sole discretion. This includes the right to take any appropriate action against you, including, but not limited to termination of your employment.

6. Transferability

Initially you will be posted at our "**Bangalore/Coimbatore/Hyderabad/ Pune**" location, however you may be transferred to provide your services to any of our existing / future establishments of Bosch or at our client location situated within India or abroad depending upon the company's requirements on the same terms and conditions of this letter and any additional terms that may be applicable to you as per Company policies. In case you are deputed abroad, you will be required to fulfil the conditions regarding financial security and minimum service subsequent to such deputation as per the Company's Policy.

7. Termination

The notice period for termination of employment on either side shall be three months. Company shall have an option of making payment in lieu of notice period at its discretion.

When payment in lieu of notice is offered by the company, the notice pay shall mean only the basic salary and does not include cash equivalent of any allowances, etc.

Payment in lieu of notice shall be subject to acceptance of the same by the Company considering unfinished tasks, projects on hand, work in progress, etc. You shall not be deemed to have been relieved of your services except upon issue of a letter to that effect.

8. Training Period

You will be on training for a period of 2 months from the date of your joining the organization. The company may periodically evaluate your performance during the training period. If you fail to qualify as per the minimum prescribed performance standards, the company reserves the right to decide on the continuance of your employment.

9. Acceptance and Commencement

Your appointment will be confirmed upon receiving your acceptance to this offer letter. Your functional area, location and date of joining will be informed later.

To confirm your acceptance, you are requested to communicate the acceptance of this offer within 7 days from the date of receiving this letter. If you do not confirm your acceptance, this offer will be withdrawn.

Please note, you are not eligible for company sponsored accommodation, therefore, you are advised to identify your suitable accommodation facility in advance of your joining.

The terms mentioned in this offer of appointment / appointment order supersedes all previous oral or written communication, representation, understandings, undertakings or agreement relating to the subject matter included herein.

Bosch Global Software Technologies Private Limited

Digitally Signed By

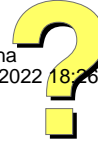
Signer: MAHESH KISHORE PUNJABI
Date: Thu, Sep 1, 2022 19:42:33 IST



Mahesh Kishore Punjabi
Senior Project Manager
(Human Resources)

Digitally Signed By

Signer: A S Amudha
Date: Thu, Sep 1, 2022 18:26:10 IST



Amudha A S
Process Lead
(Human Resources)

This offer letter contains

- A. Annexure I – Compensation details
- B. Annexure II - Rules and Regulations & Code of Conduct
- C. Enclosure A
 - 1) Mandatory documents for onboarding process
 - 2) Information for your reporting

Please sign and return the copy of this letter as a token of your acceptance of above terms and conditions at the time of your joining.

I agree and accept the above terms and conditions and confirm that I will join services on _____

Name

Signature

Date

Annexure I

Personal and Confidential		
01-Sep-2022		
Compensation and Benefits Plan		
Name:	Ms. J Akila	
Qualification:	B.E/B.Tech	
Designation:	Associate Software Engineer	
Level:	50	
Components	Per Month	Per Annum
	Rs.	Rs.
Cash Components		
Basic Salary	15,000	1,80,000
Buffet of Benefitt (HRA, Conveyance, Medical, LTA, SAF Contribution, etc)	20,586	2,47,038
Gross Salary	35,586	4,27,038
Retirals / Statutory Contribution		
Company Contribution towards Provident Fund (12% of Basic Salary)	1,800	21,600
Gratuity (4.81% of Basic Salary)*	722	8,658
Total Retirals / Statutory Contribution	2,522	30,258
Variable Pay**		
Company Performance related Pay - CPrP at factor 1.0 company achievement		42,704
Total Cost to Company	38,108	5,00,000
National Pension System (NPS) Optional - Company Contribution		13,200

The aforementioned perquisites are subject to alteration and amendment.

* Eligibility for Gratuity is as per Payment of Gratuity Act 1972

** The actual variable pay amount will depend upon the company goal achievements. This amount is paid as per section 31-A of the Bonus Act in lieu of profit sharing bonus if applicable to you.

This is a system-generated letter. No signature is required.

Annexure II

RULES & REGULATIONS OF SERVICE AND CONDUCT APPLICABLE IN BGSW

Dear Associate,

Please note the Rules & Regulations ('Regulations') applicable in respect of your employment with Bosch Global Software Technologies Private Limited ('BGSW' or 'Company') are as hereunder: These rules and regulations of service and conduct are subject to amendments by way of notification by the management of the Company ('Management') at their discretion and shall be binding on all Employees on the rolls of the Company whenever such amendment takes place with immediate effect.

Violation of any of these Regulations or engaging in any unlawful activity may invite disciplinary proceedings including loss of pay, termination of services at the sole discretion of Management.

I RULES & REGULATIONS OF SERVICES

1. Working Hours, Holidays and Leaves

You will be governed by the company policy on working hours and holidays as applicable to your category and location of posting. You may also be required to work in shifts including night shifts to support the business requirement as and when required or to support business exigencies.

The normal working hours of day shift are from 9:00 am to 6:00 pm, from Monday to Friday every week. The Company at the start of every year releases list of paid holidays for the year.

Refer the leave policy for the details of your entitlement of the leave benefits of Earned Leave and General leave.

2. Attendance

You are required to mark your attendance daily. Non marking of attendance shall be treated as unpaid leave, unless it is regularized by following the procedure as specified.

- a) You are expected to be available in the office premises during the required hours or as intimated by the manager / department.
- b) In case you are "working from home", the guidelines for this process will be binding on you.

- c) You shall follow the working hours and system for recording attendance as specified by the Management as prescribed from time to time.
- d) You shall not absent himself without prior permission as per proper leave procedure and shall furnish valid reasons for such absence. The company reserves the right to reject the application for leave in case of any emergency. You can apply for regularization of leave, however the company shall have the right to reject such application if it is found that such reason for regularization is not genuine or that it was possible to take permission prior to absentsing.
- e) You shall conduct yourself in such a manner to set an example to others especially those who report to you or colleagues working with you.

3. Basic Salary and Other Allowances, increments and Promotions

Salary is paid to associates on a monthly basis within the timelines specified by law.

The salary, allowances and entitlements are subject to changes at the discretion of the Company. Changes in your salary, level shall be notified to you. Payment of salary shall be adjusted for unpaid leaves and shall be subject to all statutory deductions.

Salary increments and promotions will be based on the company prevailing Compensation and Promotion policy.

- a) You acknowledge that the technology industry undergoes rapid transformations and structural changes. In this context, the company frequently enters into agreements with other entities, including outsourcing arrangements, transitions, mergers, acquisitions and other corporate actions. If any such action relates to your role / position, you agree to cooperate with the company and take any necessary steps to ensure a smooth transition
- b) The Company presents multiple opportunities across technologies to support employees develop their skills and build their career. You shall maintain a satisfactory level of performance at all times
- c) You may be required to undergo certain training and assessment programs from time to time and shall complete the same to the satisfaction of the company
- d) Your designation may be changed at the discretion of the Company depending on the work assigned to you.
- e) Your compliance with the above terms and conditions shall be reviewed from time to time, and shall be an integral condition of your continued employment with the company.

4. Unauthorized absences from work

In case of any of the following situations, it shall be deemed that you have abandoned the services of the Company, which shall be treated as resignation by you without notice leading to termination of your services.

- 1) Unauthorized leave for more than seven (7) days
- 2) During transfers / deputation within India or outside India not reporting service on the date and at the location as specified by the Company
- 3) Medically unfit to resume work beyond the granted leaves

In any of the above and such similar events you shall be liable to refund the salary in lieu of shortfall in notice period and other dues, assets payable to the company, as specified.

5. Travel Policy

You will be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Company policy applicable to you.

6. Search

Employees may be frisked on their person/vehicles by the security officers at the time of their entry/exit or while in the premises. Employees shall co-operate with the security officers.

All employees are liable to be searched by the Security Staff or by any other authorized person at the main entrance of the Establishment and at any other gate or any part of the Establishment' premises at any time.

The Management has the right to search employees as and when they so decide and at such times, you shall freely allow themselves as well as their vehicles to be searched.

7. Identity Card

You will be provided with a photo identity card which shall be required to enter the Company's premises and is required to be displayed while being inside the premises of the Company.

Identity cards are personal to the employees and are not to be handed over to anyone else. Identity cards are also used for marking presence/attendance. In case if any other person enter the premises, unauthorized, you shall be liable for all the consequences including termination of services.

In case of loss of Identity Card, employee shall report the same forthwith to the Company and obtain another card on payment of such charges may be specified.

8. Misconduct

Associates are expected to treat other associates and conduct themselves with dignity.

Without being exhaustive, the acts of Misconduct shall include but not be limited to insubordination, non-performance of assigned duties and responsibilities, theft, fraud, dishonesty, habitual absence, neglect of work, misappropriation of company funds / property, tampering of Company records, habitual indebtedness, drunkenness, disorderly behavior, acts subversive of discipline, conduct detrimental to the interest of the company, sexual harassment, work place harassment, breach of (a) rules and regulations of service and conduct (b) terms and conditions of the employment offer letter and or (c) Bosch code of conduct .

If at any time, you are found to be guilty of any misconduct, the Management may impose the following disciplinary actions as deemed appropriate:

- Suspension for a period not exceeding 15 working days and or
- Withhold increment and/or reduce the consolidated salary or
- Dismissal from services, without any notice or compensation in lieu of notice and in such a case, the services you shall come to an end and stand terminated with effect from the date of dismissal.

The company shall have the right to impose any other punishment as deemed fit which would be proportionate to the misconduct committed.

9. Retirement Age:

Employee shall retire from services of the Company on the last working day of the month in which he/she attains the age of 58 years with an option to retire at 55 years, basis mutual discussion and subject to company retirement policy. However, you may be retired at any stage before Fifty Eight Years during your services in the establishment if you are unable to continue in service satisfactorily due to any form of physical or mental infirmity or are not able to perform given work. Age of 58 years will be determined as per the age/date of birth recorded in the company's records. Employee shall not be allowed to seek for modification of date of birth under any circumstances once the same is entered in the service records after appointment.

10. Illicit gain, bribery etc.

You shall not:

- a. Promise or grant to the business partner any advantage in return of any favor or preferential treatment for the placing of orders or supply of goods and services to the Company.
- b. Demand, accept the promise of or accept an advantage for himself, his family or third party including any preferential allotment of shares and securities of the business partner or its associate in return for preferential treatment to the business partner for placing of orders or supply of goods and services to the Company.

11. Relation with suppliers and customers, consultants, agents etc.

Suppliers and customers shall be selected on competitive basis following the comparison of price, quality, performance and suitability of the products or services offered and shall be treated in a just and fair manner. Commissions and credits to representatives, consultants, agents, authorized dealers etc. must be reasonable and justified related to the services rendered by them.

No supplementary agreement shall be entered into for favoring person in connection with the negotiation, award, supply, processing and payment of orders. Employees who indulge in any corrupt behavior or allow themselves to be influenced by customers or suppliers to any corrupt behavior will render themselves liable for disciplinary action or even termination of employment without notice.

12. Non-divulgence of Trade Secrets, etc.

a) Confidentiality

You shall observe confidentiality in respect of all confidential information received orally, in writing or otherwise by the company including from all stakeholders (e.g. customers, suppliers, service providers etc.). You shall use confidential information only for the purpose of discharging his duties and functions in relation to the company's business.

You shall ensure that confidential data is handled as per Company procedures (e.g. encryption, access protected, etc.).

You shall also maintain confidentiality of the information as described herein after he ceases to be in employment and shall not divulge, disclose or impart to any person / organization / employees who are not required to receive such information for discharging their duties, any trade secret, confidential data, proprietary information received from customers or any information concerning the business / finances of the Company or any dealings, transactions of affairs of the Company which come to his knowledge during or in the course of his employment.

Employee, during severance of services from the Company, is not authorized to carry any data, information of the Company. Employee shall not transfer, copy any data, information about the business of the Company in any personal device. During the severance process, Employees are expected to handover all the data, information about the Company in their possession to their supervisor without deleting or destroying any part of it.

b) Employees are restricted from copying or removing any confidential / proprietary information of the company or received from customers outside the company premises without prior permission from the Department Head.

13. Use of Bosch Assets & Information Systems

Every employee shall use Bosch assets and other IT - equipment for official business purposes of the Company only.

Bosch Information systems are made available to the employee as a Bosch resource.

You shall

- a) Use Bosch Information Systems (e.g. Information Technology and Communication hardware, software, data, E-mail, internet, intranet services etc.) for business purposes only
- b) Secure Bosch provided Laptops and any other mobile IT-end devices against loss or theft
- c) Not connect personal mobile or IT-end devices (e.g. Memory sticks, smart phones, cameras, Tablets etc.) to Bosch systems - not even for power charging (even if the USB port is disabled)
- d) Not access, download, upload, store, send, forward, distribute, post:
 - 1) Content of pornographic or unprofessional nature, which promotes crime, violence, discrimination or racism which could offend, humiliate or intimidate

- 2) Information, unauthorized software, freeware or contents that do not promote the company's interests and objectives
 - 3) Non-Bosch-relevant information such as music and videos (storage of such contents on servers and end devices is forbidden)
 - 4) Company information on any website including social media (e.g. Facebook, Twitter, Whatsapp etc.) without appropriate authorization
- e) Not forward or act on unsolicited data (e.g. Chain letters, junk e-mail or spam), the contents of which in his opinion may breach the terms of these conditions; if any such information be received, it must be reported immediately and effectively deleted.
 - f) Not install unauthorized / pirated software on any part of Bosch's Information System.
 - g) Employee shall not use the Bosch IT equipment for illegal copy or exchange of copyrighted information and legally protected licensed Software.
 - h) Not disable password protection for screen savers or override default settings (e.g 'increase wait time').
 - i) Access internet only through Bosch Corporate Network firewall systems. Direct connection of workstations to internet, external networks via ISDN, modem, radio, and wireless is prohibited. Suitable precautions must be exercised by RASVPN users with authorization for simultaneous port connections. On internet, access trustworthy websites and for business purposes only (e.g. do not click on pop up URLs)
 - j) Promptly complete all training modules related to Data Protection and Information Security as assigned periodically by the reporting manager or as part of mandatory training – this will enable you to fulfil his responsibility towards safeguarding the Confidentiality, Integrity, Availability, Legality and Data Protection of the business information as well as personal data he is entrusted with towards the discharge of duties at all times (irrespective of location of work – whether on premises, at home or on business travel).
 - k) Ensure compliance with legislative, regulatory and contractual requirements when there is uncertainty about applying these conditions, you must seek immediate clarification from the department Data Protection and Information Security Partner (DSP) or the reporting manager.

Where there is uncertainty to the application of these conditions, employee shall seek immediate clarification from the concerned and shall act accordingly. Generally, the Company will address a breach of these conditions via education and counseling. However, the company may consider a serious or intentional breach by an employee as serious misconduct and under such circumstances termination shall be without any notice or pay in lieu thereof.

The company reserves the right to monitor data transmitted / stored by you and act on the breaches of this agreement, including disciplinary action.

14. Intellectual Property Rights

You hereby agree and confirm that all works involving any invention, development, improvement in product, process created, developed by you either alone or in collaboration with any other associate, during the course of your employment with the Company ('IP') shall be owned by the Company exclusively.

Company may require you to execute such documents as may be prescribed to fully assign the ownership and rights in the IP to the Company as may be required under specific laws, which you hereby agree to execute without any demur or reservation. Unless Company decides otherwise on a case to case basis, salary paid to you shall be deemed as adequate consideration for the assignment.

II. RULES OF CONDUCT

The position which you occupies in the Company makes it obligatory on his part to conduct himself in such a manner that the Company's fair name and image in all spheres of life and in the community at large are maintained. The Management expects that you will serve the Company with zeal and diligence to promote the mutual interests of the Company and the employee.

It shall therefore, be the endeavor of you to ensure that his conduct and behavior even outside the Company are such that they do not affect his or the Company's reputation.

Any act of misbehavior involving moral turpitude on the part of the employee even outside the Company, will have a bearing on the Company's standing in the community.

1. Adherence to Law

In case of commission of any unlawful act by you, which in the reasonable assessment of the Management may bring disrepute to the Company, Company may cause termination of your employment contract without any notice/severance pay.

The Company follows the principle that all dealings, measures, contracts, etc., should be strictly lawful and its employees are bound to observe the same principle.

It is also not permissible for anyone in the Company to assist a third party in any unlawful dealings.

The Company will in no circumstances protect or assist the employee in a prosecution launched against him for any breach or violation of any Law or Regulation and the company shall not be responsible for any illegal act of the employee.

You warrant that you are not prevented by a court or by any other administrative or judicial order from providing, the services required under this agreement. You are also required to keep our HRL department informed about any court case pending against you, in any court in India or abroad. You shall also inform the company at the time of joining any case that is pending to which you are a party.

2. Political and Communal Activities

The Company expects you to refrain from involving self in controversial spheres like political parties, communal organizations, etc. You are, of course, free to have his own political and communal ideologies but active involvement in this field is considered inadvisable by the Company, as the personal opinion of the employee may be construed as the opinion or the ideology of the Company with which he is associated. Therefore, it is imperative that the employee keeps away from active political life while in the service of the Company. Company does not endorse any particular political, communal views. Employees shall refrain from using Company's assets, platform to air their personal political, communal affiliations, views.

3. Accepting Gifts, Presents / Invitation to Parties and private Functions

You shall refrain from accepting any gifts or favours in cash or kind, from any vendors, suppliers, business associates, partners of the Company.

In case you are "accepting gifts", the guidelines for this process will be binding on you.

Many suppliers, customers and other parties with whom the Company has business connections, may not only invite the employee to private functions like weddings, house-warming ceremonies, etc., but also offer to pay fares or provide transport for the journey involved in connection with the function and look after the employee's boarding and lodging. In addition, you may also be given gifts, which may be handsome and lavish.

To accept such invitations or gifts, particularly at the cost of the host, will have negative consequences for the Company affecting the image of the Company and as one cannot be selective in such matters, without offending others, it will be impossible to accept all such invitations.

The host may in return expect a favor from the employee or the intention may be to use you to indirectly influence a decision of the Company, in which the host is interested.

Whatever may be the intention of the host and in whichever form the reward is made, you shall refrain from accepting such invitations or presents.

4. Non-discrimination

The company believes in providing equal opportunity for employment and business relation regardless of gender, nationality, ethnic origin, race, colour, religious and political beliefs. You shall, in the discharge of his duties abide by and uphold this principle of non-discrimination and equal opportunity

III. GENERAL

The Management reserves the right to amend the "RULES & REGULATIONS OF SERVICE AND CONDUCT" from time to time at its sole discretion.

Your agreement as below supersedes all previous oral or written communication, representation, understandings, undertakings or agreement relating to the subject matter included herein.



From:
Name :
Emp No :
DoJ :
Dept :

To:

ROBERT BOSCH ENGINEERING AND BUSINESS SOLUTIONS PRIVATE LIMITED

Dear Sir/Madam,

I acknowledge receipt of:

“RULES & REGULATIONS OF SERVICE AND CONDUCT”.

I agree to abide by the Terms and Conditions contained in the “**RULES & REGULATIONS OF SERVICE AND CONDUCT**”.

Yours faithfully

Date :

Place :

MANDATORY JOINING REQUIREMENTS AND DOCUMENTS

Enclosures A:

- 1) **Mandatory documents for onboarding process**
- 2) **Information for your reporting**

Please carry the following documents on the day of your joining:

- 1) **Originals** of following **mandatory** documents for **verification process**
 - Education Certificates : Degree certificate (Degree / Master Degree)
 - Age Proof – SSLC Marks sheet ,Passport copy or Aadhar copy
 - Provisional Certificate & Course Completion Certificate (only when degree certificate is not available)
 - Relieving letter & Experience/Service Letter from your current employer along with photocopy of the document, if the same is not uploaded in the 'First step' tool
 - ID proof document : PAN Card, Aadhaar Card, Voter ID/Driving License, Passport
 - Two set of photo copies of Aadhaar and Pan Card – Aadhaar is for PF Record
 - Cancelled cheque leaf.
 - If you are covered under, ESIC - Two post card size full photos of your family (Applicable for associates whose monthly **Gross Salary is less than Rs.21,000/-** (Mandatory)

Note: Submission of above documents is mandatory for your joining at BOSCH

2) Information for your reporting

Particulars	Address	Contact details
On boarding at the Company location	Bosch Global Software Technologies Private Limited #123, Industrial Layout, Hosur Road, Koramangala, Bangalore - 560 095, India. Cob : Bosch Global Software Technologies Private Limited BOSCH Campus, Phase 1, CHIL SEZ Unit, Keeranatham Village Coimbatore, Tamil Nadu - 641 035	Ban- Poornima H R (GS/HRS23-IN) Manojkumar Devaraj (GS/HRS13-IN)
Virtual on boarding	"Skype/MS Teams" link will be shared a day before the on boarding day	
You may please reach out to the contact mentioned above between 9.00 am and 6.00 pm, Monday to Friday for any queries prior to your joining.		



CogniSure Solutions Private Limited

Unit 1, 5th Floor, Discoverer Building, ITPL, Whitefield, Bengaluru,

Karnataka 560066

EMPLOYMENT AGREEMENT

Date: May 4th, 2022

Anarghya B G

#85 "Anugraha", 2nd main, AGS Layout,
Arehalli, Bangalore 560060

Email: anarghyabg574@gmail.com

Dear Anarghya B G

We are pleased to offer you the position of "Intern" with "CogniSure Solutions private limited" company incorporated under the Companies Act, 2013 (the "Company") having its registered office at: Bangalore, Karnataka, on the terms described below.

This offer of employment is for a full-time position based in the Company's office in Bangalore, Karnataka.

Please note that the terms of employment detailed in this document and attachments hereto (collectively referred to as the "Agreement") are strictly confidential. These contents should not be disclosed to third parties without the prior written approval of the Company.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: Anarghya B G

Place: Bangalore

Accepted date: 05/05/2022

1. Compensation

The annual fixed component of your Cost To Company ("CTC") will be "Rupees Three Lakh Sixty thousand " Only (Rs. 3,60,000/-).

The salary break-up is attached herewith as **Attachment A**. Your compensation will be reviewed on a half yearly basis and increments will be determined based on performance and provided at the sole discretion of the Company.

2. Duties

A schedule of your broad duties and responsibilities will be given to you in due course, which may be subject to revision from time to time. The Company shall assign to you such other duties and responsibilities as may be considered advisable in the Company's interests and at the sole discretion of the Company.

3. Terms and Conditions of Employment

Your employment with the Company shall be governed by the specific terms and conditions provided on the attached herewith as **Attachment B** and the scope of work provided on the attached **Attachment C**.

4. Employment Invention Assignment Agreement

Like all Company employees, you are required, as a condition of your employment with the Company, to sign the Company's Employment Invention Assignment Agreement (the "Assignment Agreement") in substantially the form attached hereto as **Attachment D**.

5. Entire Agreement

This Agreement supersedes any prior agreements, representations or promises of any kind, whether written, oral, express or implied between you and the Company with respect to the subject matters herein. This Agreement may not be modified or amended except by a written agreement between you and the Company.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anarghya Bb*

Place: *Bangalore*

Accepted date: *05/05/2022*

6. Severability

Each provision of this Agreement including the attachments attached to it shall, to the extent possible, be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this agreement shall be invalid or prohibited under such applicable law, such invalidity shall not affect the validity of the other provisions of this agreement. The said other provisions shall continue in full force and effect unless such unenforceable provision shall materially affect the essence of the agreement and the party benefiting from the said unenforceable provision does not waive its rights to benefit therefrom.

7. Waiver

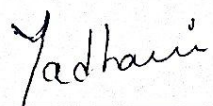
The failure of either the employer or the employee to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver thereof or deprive the employer or the employee of the right thereof to insist upon strict adherence to that term or any other term of this Agreement.

If you wish to accept this offer, please sign and date both the enclosed duplicate original of this letter and the enclosed Employment Invention Assignment Agreement and return them to me. This offer, if not accepted, will be expire at the close of business on **May 6th,2022**

We look forward to having you join us no later than **May 9th,2022**

Very truly yours,

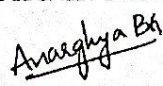
COGNISURE SOLUTIONS PRIVATE LIMITED.

By: 
(Signature)

Name: N Yadhavi

Title: HR Manager

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: 

Place: Bangalore

Accepted date: 05/05/2022



ACCEPTED AND AGREED:

NAME: Anarghya B G

Anarghya B G
(Signature)

Date: 05/05/2022

Permanent Account Number (PAN): CXLPG2178M

Anticipated Start Date: May 9th, 2022

Attachment D: Employment Invention Assignment Agreement

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anarghya B G*

Place: *Bangalore*

Accepted date: *05/05/2022*

SALARY BREAK UP

Payment Component	Monthly (INR)	Yearly (INR)
A) Basic Salary	15,000.00	1,80,000.00
B) House Rent Allowance	7,500.00	90,000.00
F) Leave Travel Allowance	3,750.00	45,000.00
G) Provident Fund	1,800.00	21,600.00
H) Special Allowance	1,950.00	23,400.00
J) Total CTC	30,000.00	3,60,000.00

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anaghya Bg*

Accepted date: *05/05/2022*

Place: *Bangalore*

ATTACHMENT B

TERMS AND CONDITIONS OF EMPLOYMENT

1. Term of Employment

Subject to Sections 6 and 7 below, the term of your employment with the Company is intended to be till you attain the age of retirement. You will retire from the services of the Company on attaining the age of 60 years. Your employment shall stand automatically terminated on the date of your retirement.

2. Probation Period

You will be required to serve a probation period of 6 months, after the completion of which, your performance will be formally reviewed. The Company will provide you with a written confirmation of the commencement and termination date of your probation period. Your probation period shall not commence unless you have received a written confirmation from the Company. The Company may in its sole discretion, extend the probation period. Such extension can be granted twice, for a period of three (3) months each. In the event that you fail to perform to the Company's satisfaction during the probation period and the extension thereof, if applicable, your employment shall be terminated for unsatisfactory performance.

3. Reporting Person

During the period of employment, you shall report to **Sreenivasa Sasidhar Seelam** Operations Director of the Company or as informed to you from time to time.

4. Work Hours

Your normal hours of employment shall be from 09:00 AM to 6:00 PM, Monday to Friday of every week with a 1-hour lunch break.

The Employee may be required to work such hours outside of the normal work hours if the Company considers it necessary to meet the needs of business. The Employee shall not be paid additionally for such extended hours of work.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anarghya B6*

Accepted date: 05/05/2022

Place: *Bangalore*

5. Outside Activities

This position is for a full-time employment with the Company and you shall exclusively devote yourself to the business of the Company. You shall not take on any other work for remuneration (part-time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholders or debenture holders) in any other trade or business, during your term of employment with the Company, without prior written permission of the Company.

6. Termination

(a) During the term of your employment, should you desire to leave the services of the Company, you are required to provide the Company a 2 calendar months notice or salary in lieu thereof.

(b) The Company shall be entitled to terminate your employment with or without cause at any time by giving you 60 calendar days' notice or salary in lieu thereof.

(c) If you are absent from work for a period of five (5) consecutive working days, without providing any notice or affording any reasons, or without taking Company's prior approval in this regard, the Company will be entitled to forthwith terminate your employment with the Company. In the event that the Company terminates you, you will be provided a written notice of termination. Further, in the event of such termination, you shall be liable to pay the Company an amount equivalent to your notice period as per your termination clause mentioned herewith in this letter. Notwithstanding the above, the Company shall not be restricted from claiming legal remedies available to it under the ordinary legal recourse. Company shall be entitled to recover any additional damages from you in a manner that the Company may determine suitable in this regard.

(d) Notwithstanding anything mentioned in this Agreement, the Company may terminate your employment, with immediate effect by a notice in writing (without salary), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct, breach of integrity, embezzlement, misappropriation or misuse by you of the Company's property, insubordination or failure to comply with the directions given to you by persons so authorized, your insolvency or conviction for any offence involving moral turpitude, breach by you of any terms of this Agreement or the Company's policies or other documents or directions of the Company, or upon your conducting yourself in a manner which is regarded by

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: Anaghyia Bg

Accepted date: 05/05/2022

Place: Bangalore



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the Company as prejudicial to its interests or to the interests of its clients and/or customers, or any similar reason.

(e) Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations, and projects.

(f) On acceptance of the resignation notice, you will be required to immediately give up to the Company all correspondences, specifications, formulae, books, documents, market data, literature, drawings, effects or records, etc. belonging to the Company or relating to its business and you shall not make or retain any copies of these items. In the event that the Company directs you to destroy any such information, documents or materials, you shall forthwith do so and provide a written certification to that effect to the Company.

(g) Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or electronic mail, or 48 hours after being deposited in the Indian mail or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth below, as subsequently modified by written notice.:

TO COMPANY:

CogniSure Solutions Private Limited,

No.7/2, Old, 78 New, Maruthi Emerald,
Graphite India Main Rd ITPL Main Road,
Bengaluru, Karnataka 560066

Email: YadhaviN@cognisure.ai
Attn: N Yadhavi

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: Anarghya B6

Place: Bangalore

Accepted date: 05/05/2022



TO EMPLOYEE:

Anarghya B G

#85 "Anugraha", 2nd main, AGS Layout,
Arehalli, Bangalore 560060

Email ID: anarghyabg574@gmail.com

Attn: Anarghya B G

7. Holidays/Leave

General holidays will be declared at the beginning of the calendar year and are a benefit for all full-time employees. You may be called upon to attend duties as and when required during holidays, as may be scheduled in accordance with the needs of the Company. Additionally, you will be entitled to receive earned/privilege leave which shall be calculated at the rate of one earned leave for every Eighteen (18) days of work performed. The total number of earned/privilege that can be accumulated and carried over to the succeeding year shall not be more than [10 days].

You will be entitled for leave at such time and of such duration as the Company may grant depending upon the exigencies, in accordance with the Company's rules and regulations in force, introduced hereafter or modified from time to time. It shall be your sole responsibility to keep yourself updated of any changes in company policy as amended from time to time. For casual leave, you will be expected to give prior notice to the reporting authority; however, in case of an emergency or exigent situation, you shall be required to take such approval within one (1) day of resuming your services. Casual leave without requisite approval from the Company shall be considered leave without pay. In the event any additional leave is required, the additional leave shall be without pay. You shall be required to submit a medical and fitness certificate from a registered medical practitioner in case of three or more consecutive days of medical leave.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anarghya Bg*

Place: *Bangalore*

Accepted date: *05/05/2022*

8. Benefits

You shall be entitled for all statutory benefits as mandated by the existing provisions under the applicable laws or which may be enforced in the future including, but not limited to, provident fund, gratuity, insurance, as may be applicable to you as per Company's policies and procedures, as amended from time to time.

The Company may in its discretion, from time to time, revise the benefits it provides to its employees. As and when such benefits are introduced or modified, you shall be entitled to avail such benefits.

9. Disclosure of Information

During the term of your employment with the Company, you are required to disclose all material and relevant information, which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly. If at any time during your employment, the Company becomes aware that you have suppressed any material or relevant information required to be disclosed by you or have provided the Company with misleading or inaccurate information, the Company reserves the right at its sole discretion, to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by the Company.

Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing within three (3) days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered according to the Company's notice provision policy.

10. Use of Company Property

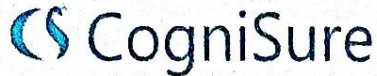
You must comply with the Company's policy on use of email, internet and computers. Unauthorized use or tampering with computers will be regarded as serious misconduct and may lead to your summary dismissal. In particular, you agree to only use passwords which have been authorized and must not in any circumstances load a program or data into one of the Company's computers unless the program and data, originates from the Company, has been provided for

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: Anarghya Bk

Accepted date: 05/05/2022

Place: Bangalore



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your use and has been tested for viruses in advance. The Company shall provide telephones (including mobile and voicemail), email and internet access for business purposes only. For the purpose of business (including and not limited to quality control, monitoring of policy compliance and unauthorized use and checking messages during periods of absence), communications made by or to you may be monitored or recorded. This applies in particular to telephone (including mobile and voicemail), email and internet use. In the event, the Company provides you with laptops/mobile phones/data cards or other mobile devices, you will provide the Company with a written undertaking acknowledging receipt of the same and agreeing to adhere to the policies governing usage of such devices.

11. Previous Employment

You hereby represent that your performance of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment by the Company, and you will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others, unless expressly permitted by such previous employer. You hereby represent and warrant that you have returned all property and confidential information belonging to all prior employers, if any. You have not entered into, and agree that you will not enter into, any agreement either written or oral in conflict herewith or in conflict with your employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). You further agree to conform to the rules and regulations of the Company.

12. Confidentiality

You acknowledge that in the course of your employment with the Company, you will obtain knowledge of the Company's business plans, processes, software, know-how, trade secrets, methods, inventions, improvements, disclosures, names and positions of employees and/or other proprietary and/or confidential information (collectively the "Confidential Information").

At all times, both during or after the period of your employment under this Agreement, you shall not (except with written authorization from the Company and except to the extent so authorized in the proper course of your duties) divulge to any person or otherwise make use of your employment under this Agreement to divulge to any person or otherwise make use of any

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anaghya Bg*

Accepted date: *05/05/2022*

Place: *Bangalore*

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trade secret or secret manufacturing process or any confidential information concerning the business or finances of the Company or any of the Company's dealings, transactions or affairs or any of the Company's suppliers, agents, distributors or customers, until such information becomes generally and rightfully known outside the Company.

All notes, copies, memoranda and other tangible forms of any trade secrets or confidential information concerning the business of the Company or any of the Company's suppliers agents, distributors, clients or customers, including but not limited to financial information, documents, employee lists, customer lists, phone books, which shall be acquired, received or made by the Company during the course of your employment shall be the property of the Company and shall be surrendered by you to someone duly authorised in that behalf at the termination of your employment or at the request of the Company at any time during the course of his employment.

Any breach of confidentiality will lead to immediate termination without the requirement of any notice to be provided to you.

13. No Rights Granted

Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property rights of the Company, nor shall this Agreement grant you any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

14. Adherence to Company Policy

You agree to conform to and comply with the Company's policies and such directions and orders as may from time to time be given by the Company.

15. Travel

You will be posted in Bangalore, Karnataka. However, you may be required by the Company to make visits and travel both within India and overseas, as necessary and for such period of time that the Company determines is sufficient to enable you properly perform your duties in the best interests of the Company.

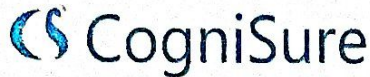
I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anaghy B*

Accepted date: *05/05/2022*

Place: *Bangalore*

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16. Non-Compete and Non-Solicitation

During the Non-Compete Period (as defined below), you hereby covenant and agree not to engage in or receive any financial benefit from (directly or indirectly) any business of the Significant Competitor, which competes with the whole or any part of any business being carried on or proposed to be carried on by the Company, whether as an individual, employer, proprietor, partner, shareholder, investor, director, committee member, officer, employee, consultant, agent, collaborator, advisor, principal contractor or sub-contractor, trustee, or otherwise.

Significant Competitor shall mean any artificial or natural person, who on the date of execution of this Agreement or any time thereafter, directly or indirectly, receives at least 50% of its total revenue from the Business or any activity similar to the Business and shall include such person's relatives.

"Non-Compete Period" shall mean the period commencing with the date of this Agreement and ending one (1) year from the date of your termination of employment with the Company. In the event that your employment with the Company is terminated without cause, the Non-Compete Period will end contemporaneously with the final payment of severance to you under this letter agreement.

You agree that during the Non-Compete Period, you shall not in any manner either directly or indirectly solicit or entice the other employees, vendors or customers of the Company to join or enter into transactions, as the case may be with either you directly or indirectly or with other entities which are in direct or indirect competition with the Company.

You hereby agree that the covenants and restrictions in this Section 16 are reasonable in their terms and do not impose any undue hardship on your current or future employment prospects. You further agree that if the laws of the state applicable to the provisions set forth in this Section 16 should change, or if any court of competent jurisdiction should hold any term or provision of this Section 16 invalid or unenforceable, then that shall be substituted in the place of such changed, invalid, or unenforceable term or provision a new term or provision that most nearly fulfills or promotes the purpose and intention of this Section 16 and is consistent with such law or judicial jurisdiction.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: Anaghya B

Accepted date: 05/05/2022

Place: Bangalore

17. Employment Invention Assignment Agreement

You acknowledge and agree that any work that you may be conducting either on the premises of the Company or otherwise with regard to patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done on behalf of the Company. In this regard, you agree to execute an Employment Invention Assignment Agreement and any and all intellectual property rights in any such work shall belong exclusively to the Company.

18. Customer Data and IT Security

Only specific employees are given access to our Software that holds customer's data. Authorization for this will be tracked and monitored.

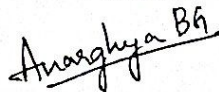
You are expected to follow IT security policies (as per the applicable law) to ensure that the systems you use to access such data is secured.

19. Arbitration

You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue for arbitration will be Bangalore, Karnataka. The arbitration shall be conducted by a sole arbitrator appointed by the Company, and the award of the arbitrator shall be final and binding upon you.

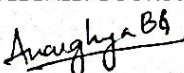
This is to certify that I have read this Agreement and I fully understand all the terms and conditions of this Agreement. I hereby accept and agree to abide by the Agreement.

(Signature)



Anarghya B G

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: 

Accepted date: 05/05/2022

Place: Bangalore



ATTACHMENT C

SCOPE OF WORK

The Vice President of Operations will plan, direct, coordinate, and oversee operations activities in the organization, ensuring development and implementation of efficient operations and cost-effective systems to meet current and future needs of the organization. He will report to Sreenivas Sasidhar Seelam

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anarghya B6*

Accepted date: *05/05/2022*

Place: *Bangalore*

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ATTACHMENT D

EMPLOYMENT INVENTION ASSIGNMENT AGREEMENT

In consideration of, and as a condition of my employment with CogniSure Solutions Private Limited a company duly incorporated under the Companies Act, 2013 (the "Company") I, Anarghya B G

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and Intellectual Property (as defined below) and in all related intellectual property rights. Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create Inventions and Intellectual Property of value for the Company.

2. **Proprietary Information.** I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that will be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("Proprietary Information"). Such Proprietary Information includes but is not limited to Inventions, Intellectual Property, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, financial information, business plans and projections and any other information and materials concerning the Company's business, operations or plans.

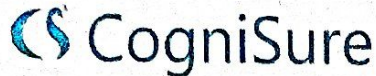
3. **Disclosure of Inventions and Intellectual Property.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("Inventions") and Intellectual Property that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets. Intellectual Property includes but is not limited to ideas, concepts, creations, discoveries, inventions, improvements, know how,

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anarghya B G*

Accepted date: *05/05/2022*

Place: *Bangalore*



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trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs including their Source Code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

4. **Work for Hire; Assignment of Inventions and Intellectual Property.**

(a) **Owned by Company.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act in India and under international copyright laws and that the Company will be considered the sole owner of such copyrightable works, and I shall not have any right, title or interest in the same. I agree that all Inventions and Intellectual property and other rights related thereto (including intellectual property rights) that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company immediately upon their formation in perpetuity.

I hereby assign to the Company the entire copyright and all performance rights and all other rights in and to the works performed by me during the term of my employment with the Company for the full period of copyright including all renewals, revivals, reversions and extensions existing under the laws in force in any part of the world to hold the same to the Company, its successors, assignees and licensees absolutely for the full period that such rights are capable of subsisting throughout the world.

(b) **Owned by Employee.** I have attached as **ATTACHMENT 1** to this Employment Invention Assignment Agreement (the "**Assignment Agreement**"), a complete list of all Inventions and Intellectual Property to which I claim ownership which have been developed by me (whether individually or in collaboration with other parties) prior to commencement of my employment with the Company, and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and Intellectual Property at the time of signing this Agreement.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature:

Anaghya Bh

Accepted date: *05/05/2022*

Place: *Bangalore*

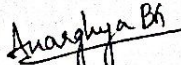
Page 17 of 23

I hereby assign to the Company the entire copyright and all performance rights and all other rights in and to the works performed by me during the term of my employment with the Company for the full period of copyright including all renewals, revivals, reversions and extensions existing under the laws in force in any part of the world to hold the same to the Company, its successors, assignees and licensees absolutely for the full period that such rights are capable of subsisting throughout the world.

5. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions and Intellectual Property to the Company, I hereby irrevocably transfer and assign to the Company all Intellectual Property Rights. Intellectual Property Rights include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether registrable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property, (v) all extensions and renewals thereof (vi) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

The Intellectual Property associated with any Inventions shall not be deemed to have lapsed if the Company does not exercise the rights for any period and I agree to waive my rights under Section 19(4) of the Indian Copyright Act, 1957 and any other similar law of any jurisdiction. If any Intellectual Property rights, including moral rights, in the Inventions and / or Intellectual Property, cannot (as a matter of law) be assigned by me to Company as provided herein, then (a) I unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Company with respect to such rights, and (b) to the extent that I cannot, as a matter of law, make such waiver, I unconditionally grant to Company an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicenses, under any and all such rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Inventions and Intellectual Property in any medium or format, whether now known or hereafter discovered, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Inventions and Intellectual Property, and (iii) to exercise any and all other present or future rights in the Inventions and Intellectual Property.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: 

Accepted date: 05/05/2022

Place: Bangalore

6. **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions and Intellectual Property in any and all countries. I will execute any 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. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance, provided however that for any such reimbursement, adequate documentary evidence of such expenses are to be provided. I appoint the appropriate authorized representatives of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

7. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others. I represent and warrant that I have returned all property and confidential information belonging to all prior employers. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). I further agree to conform to the rules and regulations of the Company.

8. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

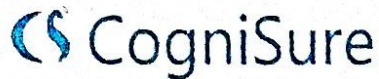
9. **Publication of Material Concerning Company Business.** Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or future business, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within 20 days of such submission, the Company agrees to notify me whether the Company believes such material contains any Proprietary Information, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: Anaaghya B6

Accepted date: 05/05/2022

Place: Bangalore



Reimagine insurance with cognitive AI

10. **Name & Likeness Rights Etc.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

11. **Maintenance of Records.** I hereby acknowledge and agree that my contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. During the term of my employment and for 6 months after termination of my employment with the Company, I agree to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that I do not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by me (alone or with others) during the period of employment, shall be promptly disclosed to the Company (such disclosure to be received and kept in confidence).

12. **Third Party Rights.** I hereby represent and warrant that I will not use or integrate any third party materials or data that are not validly licensed to the Company unless previously authorized by my reporting officer in the Company. I represent and warrant that I have not violated the Intellectual Property Rights of any third party, and covenant that I shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for any violation of any Intellectual Property Rights, I undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

13. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: Anarghya B6

Accepted date: 05/05/2022

Place: Bangalore

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14. **Governing Law; Severability.** I understand and agree that this Assignment Agreement will be governed by, interpreted and enforced in accordance with the laws of India, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

15. **Dispute Resolution.** Subject to the exceptions set forth below, I agree that any and all claims or disputes that I have with the Company, or any of its employees, which arise out of my employment or under the terms of my employment, shall be resolved through final and binding arbitration, as specified herein. This shall include, without limitation, disputes relating to this Agreement, my employment by the Company or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, and any claims of discrimination or other claims, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of my employment with the Company or its termination. Binding arbitration will be conducted in Bangalore, India in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996. Parties will split the cost of the arbitration, filing and hearing fees, and the cost of the arbitrator. Each side also will bear its own attorneys' fees; that is, the arbitrator will not have authority to award attorneys' fees unless a statutory section at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has authority to make such award as permitted by the statute in question. I understand and agree that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

16. **Terms of Employment.** I understand that this Agreement, in itself, does not constitute a contract of employment or obligate the Company to employ me for any stated period of TIME BEYOND THE TIME AS PROVIDED FOR IN MY EXECUTIVE EMPLOYMENT LETTER/AGREEMENT. I understand that my employment can be terminated at any time, for any reason or for no reason, by the Company and by me by providing a written notice of 90 days to the Company. Unless the Company and I have entered into another written document that expressly supersedes this Section 16, this is the complete agreement between the Company and me on this term of my employment. This Agreement shall be effective as of the first day of my employment by the Company.

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: Anaghya Bg

Place: Bangalore

Accepted date: 05/05/2022



I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Anarghya B G

Anarghya B G

(Signature)

Date: 05/05/2022

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: *Anarghya B G*

Place: *Bangalore*

Accepted date: *05/05/2022*

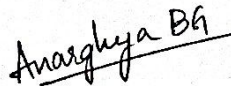
ATTACHMENT 1

The following is a list of Inventions or Intellectual Property or Improvements relevant to the subject matter of my employment with the Company that have been made or conceived or first reduced to practice by me or jointly with others prior to my employment with the Company. I hereby assign an irrevocable and exclusive right to the Company for the following Invention and Intellectual Property under this Employment Invention Assignment and Confidentiality AGREEMENT:

No. of inventions or intellectual property or improvements –

See Below: NA

Anarghya B G

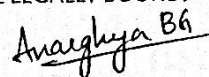


(Signature)

Date: 05/05/2022

Place: Bangalore

I HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS SET FORTH IN THIS EMPLOYMENT AGREEMENT. I ACCEPT AND AGREE TO ALL THE ABOVE TERMS AND CONDITIONS WITH THE EXPRESS INTENT TO BE LEGALLY BOUND.

Applicant's Signature: 

Place: Bangalore

Accepted date: 05/05/2022

Letter of authorization

To whom it may concern

I understand that Bosch Global Software Technologies Private Limited may use the services of an outside agency to verify and validate information I have provided including my previous employment, personal, professional background, Qualifications and contact numbers.

I understand that the outside agency may obtain information from various sources including but not limited to, the following: current and past employers, criminal convictions records, educational records and professional references.

I authorize without reservation, any individual, and corporation, private or public entities to furnish Bosch Global Software Technologies Private Limited and the external agency all information relating to me, while at the time of joining and at the time of separation from the Company for enabling the processes.

I unconditionally release and hold harmless any corporation, private or public entities, and any individual from any and all causes of action that might arise from furnishing to Bosch Global Software Technologies Private Limited and the external agency information that they may be share pursuant to this release.

This authorization and release, in original, faxed or photocopied form or transmitted by electronic media, shall be valid for this and any future reports and updates that may be requested.

(Signature)

Name in block letters	Ms.Anu Arun
Employee ID	35098269
Date of birth	12/06/2000
Date	05/01/2023
Place	Bangalore

Current Address					
Door No.					
House Name					
Street #115,4th main,4th cross vijaya bank layout					
Landmark #115,4th main,4th cross vijaya bank layout					
City	Bangalore	State	Karnataka	Pin	560076
Residence phone with STD			Mobile Number		9108788994

Is current address likely to change in the next 15days?

Permanent Address					
Door No.					
House Name					
Street #115,4th main,4th cross vijaya bank layout					
Landmark #115,4th main,4th cross vijaya bank layout					
City	Bangalore	State	Karnataka	Pin	560076
Residence phone with STD			Mobile Number		9108788994

If studied or employed in US, please provide Social Security Number (SSN) information

SSN

NA

Highest Education Details:

College Name	K.S. SCHOOL OF ENGINEERING AND MANAGEMENT
Roll No	1KG18EC006
Contact Details	

Previous Employer supervisor Details:

Supervisor Name	
E-Mail ID	
Contact No	

(Signature)