

OFFER CUM APPOINTMENT LETTER

June 27, 2021
Bangalore

Dear **Man Mohan Gurram**,

We take this opportunity to welcome you at **Ziroh Labs Private Limited**. We hereby extend an offer of employment to you in our company, as **Member Technical Staff** based on agreement of the following terms of employment. We believe you will be a valuable addition to the Ziroh Labs team and wish you all success in this assignment.

Duties: You are required to devote your professional time, attention and energy to your responsibilities exclusively and not, directly or indirectly, to consult with, advice, work for or have any interest in any competing business or any other pursuit during your employment with Ziroh Labs. You are required to adhere to all Company policies and procedures whether written or oral, and always act in the best interests of the Company.

Compensation and Benefits: Your total Annual Cost to Company will be **Rupees. Five Lakh Fifty Thousand Only (Rs. 550000/-)** will be subject to deduction of tax at source as per statutory regulations. Please refer Annexure 1 for detailed break-up of your compensation.

The Compensation and Benefits package being paid to you by Ziroh Labs has been decided based on various factors including your professional background and merit. We would like you to treat all such compensation-related information as personal and confidential. The Company reserves to itself or its designated administrator the exclusive authority and discretion to determine all issues of eligibility,

Place of Work: You will be posted at **Bangalore**. Please note you are liable to be transferred to any of the Company's establishments anywhere in India or outside India as and when required by the Management.

Probation: You are required to complete a probation of six months with the organisation. Post successful completion and good peer evaluated performance in the probation period you will be offered permanent employment with the organisation. Please note that the organisation will provide timely feedback on your performance and give you ample time to effect changes if necessary. If the performance is not up to the organisation's stated standards, then the offer to the candidate will be terminated with 15 days' notice in the probation period.

Policies & Procedures: You agree to abide by all the Company rules, regulations, instructions, policies, practices and procedures, including, but not limited to the Company's Standards of Conduct, which the Company may amend from time to time. You agree that it is your duty to acquaint yourself with the Company's policies and procedures, which are available to you in the offices of the Company, in case of doubt as to your conduct, rights or obligations and in advance of taking an action. Please note that all agreements, confidential and non-disclosure information, contracts, covenants and obligations entered into by Ziroh Labs with any other person or entity is also binding on you.

Increments and Promotion: Your growth and increase in salary will depend solely on your performance and contributions to the company. The same will be governed by the performance appraisal and promotion policies of the organisation.

Hours of Work and Paid Holidays: You will observe the working hours and holidays normally observed by the Department/ location to which you are assigned to.

Travel: You may also be required to travel as part of your employment. You will be intimated ahead of time to give you sufficient time to prepare for this.

Intellectual Property of the Company : All intellectual property rights, including, but not limited to, patents, patent applications, trademarks, trademark applications, copyrights, formulations, spread sheet files, designs and all other files, documents etc. prepared by the Associate (whether in hard or soft format) of the Company during the course of the employment with the Company shall always remain the exclusive property of the Company and other written and printed documents, advertising, sales, marketing, recruiting and other materials or articles or information, prospective and actual customer/client information and records, consultant and other information, billing rates, all business records or related information, or any other materials or data of any kind furnished to the Associate by the Company or developed by the Associate on behalf of the Company or at its direction or for its use or otherwise in connection with the employment (whether or not the information contained therein is deemed confidential) and all support items issued in the name of the Associate during the course of the employment shall always remain the Company's sole property, including in each case all copies thereof in any medium, including computer tapes and other forms of information storage. Associate shall assign all rights to any intellectual property to the Company and shall cooperate with Company and do all things necessary to enable Company to perfect its ownership of such intellectual property. If the Company requests the return of such property in the custody, charge or possession, materials at any time during or at or after the termination of the employment, the Associate shall deliver all such materials immediately, retaining no copies, of the same to it. The value of all shortages or damages if any, shall be recoverable from the Associate and adjusted against either the settlement dues or salary accordingly.

Non-Competition, Non Solicitation and Confidentiality: Details of the Non Compete, Non Solicitation and Confidentiality conditions are provided in Annexure 2 of this agreement.

Separation with no Cause. For separation with no Cause, either party may give notice of separation of employment at any time, subject to two months' notice in writing. Following any termination of the period of Employment, you shall fully co-operate with the Company in all matters relating to the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees of the Company. You shall also co-operate in the defence of any action brought by any third party against the Company that relates in any way to your acts of commissions while employed by the Company provided that you are adequately compensated for such co-operation and that all costs and expenses associated with same, including any legal costs incurred by you, are paid by the Company. You agree that all property, including, without limitation, all equipment, tangible proprietary information documents, books, records, reports, notes, contracts, lists, computer disks (and other computer-generated files and data) and copies thereof, created on any medium and furnished to, obtained by, or prepared by you in the course of or incident to your Employment, belongs to the Company and shall be returned promptly to the Company upon termination of the period of Employment

Separation For Cause. At any time, by notice to you specifying the reason for termination, the Company may terminate your employment for cause (as defined below): The Company shall pay you all compensation then due and owing, together with accrued Privileged leave encashment and benefits prior to the date of termination. Termination for "cause" means the failure on your part to properly carry out your duties after notice by the Company of the failure to do so and an opportunity for you to correct the same within a reasonable time from the date of receipt of such notice, conviction for theft, fraud or another serious crime by a court of competent jurisdiction, or dishonesty or gross, wilful and persistent misconduct by you involving the property, business or affairs of the Company or the carrying out of your duties.

Retirement: You will retire from the services of the Company on the last day in the month in which you attain your 58th birth anniversary.

Governing Law; Jurisdiction: The Parties agrees that this Agreement shall be construed and enforced in accordance with, and the rights of parties shall be governed by the laws of India, without giving effect to the conflict of law provisions thereof. The courts at Bangalore shall have exclusive jurisdiction to entertain any suit, dispute, litigation or legal proceedings in respect of or under this Agreement.

This offer is made on the basis of the particulars submitted by you. You shall inform the Company in writing of any changes in such particulars, promptly and in any case within three (3) days of such change. If at any time it emerges that such particulars were false or incorrect or that any material or relevant information had been suppressed or concealed or exaggerated, this offer and any appointment pursuant hereto will be considered ineffective and irregular and will be liable to be terminated by the Company without notice or salary in lieu of notice, without prejudice to the right of the Company to take disciplinary action against you. The Company will be entitled to conduct such background checks upon you as it may deem fit and you hereby expressly grant the Company the permission to do so and waive all rights under applicable law in this regard.

Entire Agreement: The terms of this letter of agreement together with its attachments, when accepted and signed by you, embody the complete agreement and understanding between you and the Company related to your employment. Once agreed to, this letter of agreement supersedes any and all other prior or contemporaneous oral or written agreements between you and the Company with respect to your employment and contains all of the agreements of any kind whatsoever between you and the Company with respect to your employment. You and the Company acknowledge that no representations, inducements, promises or agreements, whether oral or written, express or implied, have been made either by you or by anyone acting on behalf of the Company that are not incorporated in this letter and that no other agreement or promise not contained in this letter shall be valid or binding

Voluntary Agreement : You represent and agree that you have reviewed all aspects of the terms set forth in this letter, have carefully read and fully understand all of its provisions, have had the opportunity to review any and all of its aspects with legal, tax or other advisors of your choice, and, by your signature below, are voluntarily entering into this agreement with the Company.

Pre-Joining requirements: On the date of joining, please submit the following documents: -

- i. Four copies of your recent passport size photographs
- ii. Copies of all educational certificates (class 10th marks sheet, class 12th or 10+2 diploma marks sheet, Degree or Graduation marks sheet, Post-graduation marks sheet)
- iii. Relieving letter from previous employer
- iv. Experience Letter from previous employer
- v. Proof of identity (aadhar card/ voter id card/ driving license/ passport)
- vi. Proof of Address (aadhar card/ voter id card/ driving license/ passport)
- vii. Last three month salary slip
- viii. Copy of PAN card
- ix. Form 16, if paying tax previously

As part of your personal health details, we require your blood group. You are required to have this checked before joining.

Date of reporting: I hope that you find the foregoing terms acceptable. Please indicate your agreement with these terms and accept this offer by signing and dating the enclosed duplicate original of this letter and returning them to us by June 29, 2021. In the absence of our receiving your acceptance, this offer will be deemed to have been rejected by you and shall lapse. You are required to join on or before July 1, 2021. The terms of this offer are strictly confidential between you and Ziroh Labs.

We once again welcome you to Ziroh Labs and look forward to your contributions in growing the business.

Sincerely,

Hrishikesh Dewan
Chairman

Annexure – 1

July 1, 2021

Name**Man Mohan Gurram****Designation****Member Technical Staff**

Salary Components	Monthly (in INR)	Annual (in INR)
Basic	17,650	211,800
HRA	8,825	105,900
Special Allowance	16,088	193,057
*Statutory Bonus	1,470	17,643
	44,033	528,400
<i>Retirals: Company Contributions</i>		
PF - Employer Contribution	1,800	21,600
Total Cost To Company	45,833	550,000
<i>Less Deduction from salary:</i>		
Professional Tax	200	
PF - Employee Contribution	1,800	
Net Take Home (Pre-Tax)	42,033	

Hrishikesh Dewan**Chairman**

Annexure – 2

Non-Competition, Non Solicitation and Confidentiality Agreement

Ziroh Labs Private Limited ("the Company") and **Man Mohan Gurram** ("the Associate")

In general, the Company employs the Associate and the Associate desires to continue his/her employment to render services on behalf of the Company, subject to the supervision and direction of the his / her duly authorized designee.

Non-Disclosure of Confidential Information and Non-Competition

During the Associate's employment with the Company, the Associate shall not directly or indirectly:

- perform services of any nature or in any capacity whatsoever for any business, person, or entity which is engaged in product lines which compete with and/or which is in competition with the Company or any of its holding Company or its subsidiary;
- engage in any product lines which compete with the Company, **Ziroh Labs**

(1) The Associate acknowledges that it is the policy of the Company to maintain as secret and confidential all Confidential Information as hereinafter defined. "Confidential Information" shall mean any information, not generally known in the Company's industry which gives the Company a competitive advantage in the industry, heretofore or hereafter acquired, discovered, developed, conceived, originated, used or prepared by the Company or by an Associate of the Company as the result of employment with the Company and which falls within the following general categories:

- (i) information relating to trade secrets of the Company or any customer of the Company;
- (ii) information relating to existing or contemplated products, services, technology, designs, processes, manuals, formulas, computer systems and/or software, and any research or development of the Company or any customer of the Company;
- (iii) information relating to business plans, sales or marketing methods, methods of doing business, customer lists, customer usages and/or requirements, and supplier information of the Company or any customer of the Company
- (iv) information relating to work products in general and
- (v) any other Confidential Information that either the Company or any customer of the Company may wish to protect by patent, copyright or by keeping it secret and confidential.

(2) The Associate recognizes that the services to be performed by the Associate are special and unique, and that by reason of his/her duties, he/she will acquire Confidential Information. The Associate recognizes that all such Confidential Information is the property of the Company. In consideration of the Company's entering into this Agreement, the Associate agrees that:

- (i) the Associate shall never, during the term of his/her employment or thereafter, directly or indirectly, use, publish, disseminate or otherwise disclose any Confidential Information obtained in connection with his/her employment by the Company without the prior written consent of the Company, it being understood that this subparagraph shall survive the term of this Agreement;
- (ii) during the term of his/her employment by the Company, he/she shall exercise all due and diligent precautions to protect the integrity of the Company's customer lists, mailing lists and sources thereof, statistical data and compilations, agreements, contracts manuals or other documents embodying any Confidential Information and, upon termination of his/her employment, he/she shall return all such documents and any copies thereof, in his/her possession or control.

- (iii) during the non-competition period, as described hereafter, he/she shall exercise the very same standards to protect any Confidential Information and shall never, directly or indirectly, use publish, disseminate or otherwise disclose any Confidential Information obtained in connection with his/her employment, it being understood that this subparagraph shall survive the term of this Agreement.

(3) Upon the termination or expiration of this Agreement, the Associate shall immediately deliver to the Company all of the books, records, memoranda, reports, data and documents relating to the Company's business and customers and other assets of the Company in the possession, custody or under the control of the Associate, whether or not such material contains Confidential Information. The Associate agrees that the provisions of this paragraph:

(a) Are reasonably necessary to protect the proprietary rights of the Company in Confidential Information and its trade secrets, goodwill and reputation.

(b) (1) During the Non-Competition Period (as hereinafter defined), the Associate shall not in any way, be engaged, directly or indirectly, anywhere within the India (or for such lesser period of time or for such lesser geographical areas as may be determined by arbitration to be a reasonable limitation on the competitive activities of the Associate) during such period as an Associate, partner, officer, director, representative, consultant, agent or stockholder of any corporation, partnership, proprietorship or other form of business entity engaged in the business of designing and developing products or services similar to the products or services of the Company. Without limiting the foregoing, during the Non-Competition Period the Associate shall not seek to persuade, directly or indirectly, any director, officer or Associate of the Company to discontinue that individual's status or employment with the Company, nor to become employed in any activity similar to or competitive with the activities of the Company, nor will he/she, directly or indirectly, hire or retain any such person, nor will he/she solicit or cause or authorize, directly or indirectly, to be solicited, for or on behalf of himself/herself or any third party, from others who are customers of the Company, any business which is competitive with the Company.

(2) During the Non-Competition Period (as hereinafter defined), the Associate shall not either on his/her own account or in conjunction with or on behalf of any person, firm or organization whatsoever directly or indirectly either approach or work with Ziroh Labs clients or potential clients

(3) For purposes of this Agreement, the Non-Competition Period shall mean the period commencing on the date hereof and ending two (2) years after the date that the Associate's employment hereunder is terminated.

(c) The Associate acknowledges that any breach or threatened breach or alleged breach or alleged threatened breach by him/her of the provisions can cause irreparable harm to the Company for which the Company would have no adequate remedy at law. In the event of a breach or threatened breach or an alleged breach or alleged threatened breach by the Associate of any of such provisions, the Company, in addition to any and all other rights and remedies it may have under this Agreement or otherwise, and notwithstanding the arbitration hereof, may immediately seek any judicial action that the Company may deem necessary including, without limitation, the obtaining of temporary and preliminary injunctive relief.

Best Wishes from Ziroh Labs.

Hrishikesh Dewan
Chairman

I am happy to accept the offer of employment with Ziroh Labs. I will be joining Ziroh Labs on or before July 1, 2021.

ACCEPTED AND AGREED

Name: Man Mohan Gurram
Date:

CIN No: U74999AS2016PTC017529
Innovation Center, IIIT-B, Electronics City Phase 1, Bangalore 560100, KARNATAKA, INDIA.
Email: contact@ziroh.com, www.ziroh.com