

Embold Software Private Limited Office No. 302-303, Third Floor, Pride House, Pune University Road, Chattushringi, Pune – 411016, India

Tel: 02025633233/66, 02025633279(Fax) CIN: U72900PN2009PTC134205 GST: 27AAHCA8485F1ZC

July 19, 2021

Offer Letter

Τo,

Ms. Pooja Jadhav,

Subject: Appointment as "Software Engineer" at Embold Software Pvt. Ltd. India

Dear **Pooja**,

We are pleased to appoint you as Software Engineer at Embold Software Private Limited ("Embold"), on the terms and conditions set out herein below:

1. Your appointment with the Company shall come into effect from Monday, August 2, 2021 ("Joining Date").

2. You will have such powers and duties as may be delegated to or imposed on you from time to time by the Company. Your responsibilities shall inter alia be defined by the department you will be associated with during your tenure with Embold and the associated responsibilities as assigned to you by your respective managers and departments.

3. You shall devote all efforts and time to promote the interests of the Company and its operations and activities and shall perform your duties with efficiency, diligence, care and conscientiousness. You are expected to comply with the rules and policies of the Company, which may change from time to time.

4. You represent that you are under no disqualification and are free to accept this employment and further, by accepting this letter you are not committing breach of any agreement or arrangement executed by you or which is binding on you.

5. You initial base location of work shall be at Embold's centre in Pune, India but you may be transferred to any other place as per the needs of the Company. You may also be required to travel overseas as per the company needs, during the course of your employment.

6. Your fixed annual salary will be INR 5,00,000 (Indian Rupees Five Lac Only). Your gross monthly salary will be INR 41,667/- (Indian Rupees Fourty One Thousand Six Hundred Sixty Seven Only) ("Gross salary") break up of which, is attached hereto.

7. The Company may at its sole discretion grant to you an annual increase in the Gross Salary as it may from time to time determine. All business related expenses incurred by you in carrying out your duties of the Company, shall upon the submission to the Company of appropriate and adequate supporting documents of such expenses to the reasonable satisfaction of the Company be paid or reimbursed by the Company to you as per rules and policies of the Company relating to such expenses. All payments to you shall be subject to deductions/withholdings as required under applicable laws.

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8. In addition, you shall be entitled to public holidays as per the policy of the Company and 20 working days paid holidays per financial year or as may be changed as per the policy of the Company from time to time. If you happen to join the Company in the middle of any financial year, the leaves would be pro-rated from the date you start the employment through January 1 of the successive year.

9. You undertake that you shall (i) hold in strictest confidence and shall not disclose to any unauthorized person and (ii) not use, except for the benefit of the Company and for carrying out your obligations hereunder, any information relating to the business of the Company disclosed by the Company to you or to which, you have access, pursuant to your employment with the Company.

10. You agree and acknowledge that all intellectual property, whether registered or not, including but not limited to trademarks, copyrights, patents, trade secrets, designs or otherwise an expression or literary creation, rights in names, characters and artwork, process and presentation, which you conceive or develop, either jointly or solely, during the term of your employment with the Company shall vest absolutely and only in the Company and the Company alone, at its sole discretion, shall have the right to exploit any and all of the said rights by any means throughout the world during and after the term of your employment with the Company. You shall not have nor claim any right in any of the aforementioned Intellectual Property in any manner whatsoever. You shall do all acts, deeds and things as may be required by the Company for fully and effectively vesting of the aforesaid rights in the Company.

11. You hereby irrevocably and unconditionally waive any and all moral rights or any rights of similar nature under any law in any jurisdiction in and to any and all material written, created or devised by you, whether solely or jointly and pertaining specifically to the operation or business of the Company or resulting from or suggested by anything which you shall have done pursuant to your appointment with the Company.

12. During the term of your employment with the company in any capacity, you shall not, directly or indirectly,

(i) carry on or engage in any business,

(ii) be employed by or render services to or acquire or maintain an interest in any entity, concern or enterprise other than the Company without the prior written consent of the Company,

(iii) solicit from any client/customer business of the Company or cause a client/customer to cease or reduce the business with the Company, or (iv) employ or assist anyone else to employ, except on behalf of the Company, any employee of the Company.

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13. The term of your employment with the Company shall commence from **Monday August 3, 2021.** The Company shall be entitled to terminate your employment with the Company at anytime, with or without cause, by giving 30 days written notice or salary in lieu thereof to you.

14. You shall be entitled to resign from the Company under this letter agreement by giving at least a 1 (one) month's written notice to the Company, unless waived by the Company, if your employment with the company has been under 1 year. If you have been employed with the Company for over 1 year, you shall be entitled to resign from the Company under this letter agreement by giving at least 2 (Two) month's written notice to the Company, unless waived by the Company.

15. You shall, before or on the final date of termination of your employment with the Company, return to the Company all documents, correspondence, records and copies in your possession in relation to the Company and also the property belonging to the Company. Further, upon such transition of your duties and responsibilities to such person as may be nominated / appointed by the Company.

16. After your appointment there would be a probation period of 3 months from the date of your joining which would evaluate your performance based on your role, assignments allocated to you and responsibilities implicit to your designation, you are also required to strictly adhere to company policies of professional conduct and confidentiality / non-disclosure conditions at all times (even post probation).

We are sure that we will find our professional relationship mutually beneficial. We are looking forward to your employment with us.

Yours truly,

(Mr. Sudarshan Bhide) Co-Founder and CTO, Embold Software Private Limited



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Basic Salary	14,167.00
Housing Rent Allowance	6,667.00
Leave Travel Allowance	5,833.00
Medical Reimbursement	1,250.00
Conveyance	1,600.00
Misc. Allowances	7,900.00
Provident Fund (Employer and Employee)	3,400.00
Statutory Bonus	850.00
Total Monthly Gross	41,667.00
Annual Gross Salary (per annum)	5,00,000.00
Cost to company (CTC per annum)	5,00,000.00

Addendum to the Offer Letter for Ms. Pooja Jadhav: Salary Details and other corporate benefits

*PF Contribution contains Employee as well as Employer's contribution of Provident Fund from the monthly salary of the employee.

In addition to this, you are covered under the Group Health Insurance Scheme (GHIS) for Self, Spouse and 2 children for an amount equal to Rs. 2.5 Lakh and Group Personal Accident Policy (GPA) for self for an amount equal to Rs. 10 Lakh which would be effective from your date of joining the company.

Read, agreed and I hereby accept your offer of employment. Signature:

Ms. Pooja Jadhav Date: