



ONE PLATFORM
CONNECTING EVERYTHING

Contract of Employment

Private & Confidential

Ref: SOTI India/EMP//FY23-FY24/4454

AGREEMENT

DATE : 01/November/2023

BETWEEN:

(1) The Employer: SOTI India Private Limited of Bestech Business Tower 2nd Floor, Sohna Road, Gurgaon, 122004, India a company registered in India (referred to as the "Employer" or "SOTI") and;

(2) You: **Subhranil Banerjee**. (referred to as "you")

DEFINITIONS:

"Affiliate" means any person, corporation, partnership, trust, or other entity, existing or which has yet to exist, that, directly or indirectly, legally or beneficially, owns, is/will be owned by, or is/will be under common ownership with the subject entity or the subject entity's ultimate parent. For purposes of the foregoing, "own", "owned", or "ownership" means holding ownership of, or the right to vote, fifty percent (50%) or more of the voting stock or ownership interest entitled to elect a board of directors or a comparable managing authority.

1. INTRODUCTION

This document contains the terms and conditions of your employment and represents the contract of employment ("the Contract") between you and the Employer.

2. START DATE

Your employment began **01/November/2023** and will continue until it is brought to an end by you or by the Employer. The first three (3) months of your employment is the probationary period. Management reserves the right to reduce, dispense with or extend your probation period as its absolute discretion.

a) During the probation period or the extended period of probation, the Employer may terminate the employment by giving the Employee one (1) week's prior written notice of termination.

b) The employee may terminate the Employment during the probationary period by giving the Employer thirty (30) days prior written notice of termination or thirty (30) days salary in lieu of the thirty (30) days' notice. For further clarification during the probationary period, if the Employee gives the Employer notice prior notice of less than thirty (30) days or purport to terminate the Employment prior to the competition of the thirty (30) days' notice period, the Employee hereby agrees to pay the Employer the proportionate part of their salary for that part of the notice period that is not fulfilled.

c) At the end of the three (3) month probationary period, the Employer shall:

a. If satisfied with the Employee's performance and suitability for continued employment confirm the same in writing with any additional or amended terms that may apply, or

b. Terminate the Employment upon giving one (1) week's prior written notice of termination, to the Employee.

3. CONTINUITY OF EMPLOYMENT

No other previous employment counts as part of your continuous employment for any statutory purposes.



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4. JOB TITLE/DUTIES

You are appointed under the Contract as **Accounts Receivables Analyst**.

You will report to the **Accounts Receivable Supervisor**.

The Employer reserves the right to assign and change your job description and may require you to carry out different and/or additional duties.

5. RETIREMENT AGE

You will automatically retire from the service of the company on attaining the superannuating age of 60 years.

6. PLACE OF WORK

You will normally be based at the Employer's Indian office at but you may be required to be based at any other premises at which the Employer deems it necessary for your employment. You may also be required to travel to such places (whether within or outside India) as the Employer requires you to in the performance of your duties.

7. NOTICE

Should you or the Employer wish to terminate your employment, written notice of termination must be given as follows:

During the probationary period, the Employer is required to give written notice of termination of **1 week**.

After successful completion of the probationary period, the Employer must give the employee written notice of not less than **thirty (30) days**.

After successful completion of the probationary period, the Employee must give the Employer written notice of not less than **sixty (60) days**.

Notice to you will be deemed to have been given if handed to you or sent by Recorded Delivery together with email notification to the last address notified to the Employer. Notice by you must be given **Accounts Receivable Supervisor**.

On termination of this employment (by the Employer) the Employer may:

- (a) Require you to work throughout part or all of your notice period, or
- (b) May terminate by paying you salary in lieu of notice.

On termination of this employment (by the Employee) the Employee:

- (a) is required to provide **sixty (60) days** written notice to the Employer if the Employee has been continuously employed by the Employer for less than two (2) years; and thereafter one (1) week's additional notice for each completed year of continuous service up to a maximum of twelve (12) week's additional notice. In case the Employee wants to leave the Employer without serving the notice period, the Employee shall be liable to pay the Employer the salary for that part of the notice period that is not fulfilled. (Subject to Manager/Higher Management's Discretion)
- (b) may not deduct outstanding holidays against the notice period. Any holidays owed to you, up to and including your final day of work, will be paid to you in your final settlement.

This employment may be summarily terminated at any time upon the happening of any of the events set out in this clause:

- 1. You become bankrupt or make an arrangement or composition with creditors generally;
- 2. You become incapable by reason of mental disorder of discharging your duties;
- 3. You are guilty of an act of gross misconduct;
- 4. You are guilty of an act of gross negligence or serious neglect of duty or do any act such as to lose the trust and confidence of the Employer;



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-
5. You are in serious or repudiatory breach of the Contract;



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6. You are guilty of a criminal offence (other than a motoring offence that does not result in a sentence of imprisonment);

7. You cease to have the right legally to work in India.

The Employer reserves the right at its discretion to terminate this employment summarily by notice and to make a payment to you of salary in lieu of contractual notice thereafter..

8. HOURS OF WORK

The Employers normal business hours are purely determined as per the business requirement; however the business hours' duration is of nine (9) hours from Monday to Friday, with a break of one (1) hour for lunch/dinner.

9. COMPENSATION & BENEFITS

Your base salary will be ₹1,200,000.00 per annum as monthly instalments which will be paid in arrears on the last working day of the month. The Employer reserves the right to reduce your salary if your duties change as a result of your incapacity or inability to perform your duties or to suspend payment of salary if you are suspended from duty by the Employer. Furthermore, your salary will be reviewed annually with no commitment to increase. Further details and break down of your annual gross salary along with applicable conditions are set out in Appendix A.

All relevant entitlements are applicable after you have formally joined the Employer. The entitlements are subject to company policies, procedures, guidelines that may be issued and modified from time to time. All compensation including reimbursements is subject to Income Tax provisions, which may be applicable, including taxation on perquisite value.

These entitlements shall cease upon the termination of your employment with the Employer. These entitlements may also cease if you need to take long-termed personal leave of absence.

Medical Insurance

All employees will be enrolled under the company group medical insurance scheme. Insurance cover will begin from day one of joining and successful filing of the appropriate paperwork and approval from the insurance provider.

Claims will have to be submitted by the employee directly to on Workday portal and will be subject to the policies of the insurance company.

Employee Liability

All relocation expenses reimbursed by the company to the employee or incurred by the company on the employee's behalf whether for travel, shipping, boarding and lodging or any other, will be fully refundable to the company should the employee leave the company's service for any reason whatsoever before the end of one year from date of joining. The company is free to deduct this amount from any monies due to the employee. Relocation and related expense thereof are taxable and such tax will be payable by the employee.

10. VARIABLE COMPENSATION

You will be eligible to receive a discretionary year-end bonus, subject to the achievement of objectives established by the Employer for you at the beginning of each fiscal year of the Employer. You understand and agree that the payment, if any, or amount of the year-end bonus are entirely discretionary on the part of the Employer, based on a recommendation by your manager and the formal approval by the board of directors of the Employer, and there is no guarantee of any year-end bonus of any amount in any particular year. Under no circumstances should any year-end bonus be considered part of your salary or other regular employment compensation. Bonus eligibility is conditional upon remaining in the active employment of the Employer for the entire fiscal year of the Employer and until the bonus is actually paid. Should your active employment with the Employer cease for any reason whatsoever prior to



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the Employer's fiscal year end, you will not be eligible for bonus consideration for that year or for any resulting notice period.

11. DEDUCTIONS FROM PAY

If at any time during or on termination of this employment you owe the Employer any money under the Contract or otherwise, you agree and authorise the Employer to deduct the sum or sums owed from any payment due to you from the Employer whether wages or salary or payment of any other kind. For example this will cover deductions from wages of overpayments of wages, or expenses, repayments of loans, the cost of damage caused by you or any other money due from you to the Employer.

12. PUBLIC HOLIDAYS

You shall be entitled to **ten (10)** public holidays every calendar year as notified by the Employer from time to time, upon changes. You will normally not be required to work on the public holidays and you will be paid for them. Public holidays are not part of your holiday entitlement.

13. HOLIDAYS / EARNED LEAVES

The holiday year runs from [1 January to 31 December]. In any one complete holiday year you are entitled to take **fifteen (15)** days paid holidays in addition to public holidays. During the first year of employment you will be entitled to a portion of the yearly allotment of vacation, depending on your start date.

Holidays should be agreed with the Employer in advance and you must apply for your holiday at least four weeks before you wish to take it. You should not take more than 10 working days at one time and you must take your entitlement during the holiday year in which you are entitled to it. You may not carry forward your entitlement unless by specific agreement of the Employer in exceptional circumstances. During the holiday year in which this employment commences, the entitlement to paid holiday will be reduced in proportion to the expired part of the holiday year.

During a holiday year in which notice of termination is given by you, your Employer is entitled to require you to take outstanding holiday during your notice period.

During a holiday year in which this employment terminates, you will be paid for any untaken part of your entitlement to paid holiday calculated in proportion to the part of the holiday year which has elapsed at your leaving date. If you have taken more than your proportionate entitlement to paid holiday when you leave, the amount of pay for the excess holiday will be deducted from your final salary payment.

14. SICKNESS ABSENCE, REQUIREMENTS AND SICK PAY ARRANGEMENTS

The Employee shall be entitled to **seven (7) days paid sick leave** as well as **seven (7) days paid causal leave** in a 12-month period on an accrual basis. Sick leave or causal leave cannot be carried forward and such leave balance, if any, at the end of the calendar year, will automatically lapse.

If you are absent from work because of sickness or injury you must:

- notify your manager before 10:00am on the first morning of absence and inform him/her also of the expected date of return; and
- notify the Employer of your absence via email to your acting manager; and
- provide the Employer with a fit note from your GP or other registered medical practitioner for periods of sickness over **four (4)** days (including weekends) and with medical certificates for each subsequent week of sickness absence. If note is not provided then days taken will not be paid and appropriate disciplinary will be taken.



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The Employer may at any time require you to:

- undergo a medical examination (at the Company's expense) with a medical practitioner nominated by the Employer; and/or
- give written permission to the Employer to have access to any medical or health report in its complete form on your physical or mental condition, prepared by the medical practitioner nominated by the Employer.

15. TRAINING

You must undertake any appropriate training which the Employer requires you to undertake. This may take place within your normal working hours but may also be outside your normal working hours and at a location away from your normal place of work.

16. COMMITMENT TO THE COMPANY

You are expected to devote your whole time and attention to the best interests of the Employer during your working hours. You must not work for another employer or be concerned in, or carry on or engage in, any other profession or business or trade or carry out work on any other basis during the term of the Contract whether in or out of your normal working hours, without the Employer's written permission.

17. PERFORMANCE ASSESSMENT

The performance review procedure will be operated by the Employer annually at the latter part of the fiscal year end. The Employer has the right to review and monitor the performance of your duties under the Contract and provide all necessary recourse as deemed appropriate by the Employer. All Employees are obligated to abide by and sign off upon the completion of the performance review.

18. QUALIFICATIONS

It is an essential term of the Contract that you have told the truth to the Employer about your previous work experience and qualifications. The Employer regards any breach of this term as gross misconduct in respect of which this employment may be terminated without warning or notice.

The Employer has requested documentation regarding your qualifications, and any false and or misleading information provided by you may result in your dismissal.

19. CRIMINAL CONVICTIONS

If you are convicted of a criminal offence of any nature, whether committed in or out of working hours, the Employer may terminate this employment with or without notice or payment in lieu of notice and irrespective of the fact that no warnings may have been given.

20. HEALTH AND SAFETY POLICY

The Employer has a Health and Safety at Work policy under which you have obligations. This policy may be changed as necessary and any changes will be notified to you. Following such a change you are obliged to comply with the relevant revised policy. Any breach or non-observance of the Health and Safety at Work policy may constitute a disciplinary offence.

21. COLLECTIVE AGREEMENTS

There are no collective agreements that affect the terms and conditions of this employment.



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22. EMPLOYER RECORDS

You must promptly notify the Employer of any change in your personal details which will include any change to the following:

- last notified address;
- marital status;
- next of kin;
- home telephone number;
- banking details.

23. DRIVING LICENCE

If you drive a vehicle in the course of your employment you must at all times hold a current full Indian driving licence, a copy of which must be held by the Employer. You must immediately tell the Employer, if you are summonsed for or convicted of a driving related offence or if you have a fine for such an offence levied against you. A conviction for a driving related offence may lead to your dismissal if you cannot perform your duties without driving a vehicle.

24. CONDUCT

You must observe the Employer's rules and procedures. These are contained in the Contract and also in manuals or memos or directives which may be issued by the Employer from time to time. You must also follow lawful instructions and orders from the Employer. Failure to do so represents misconduct and may lead to disciplinary action or even to the termination of this employment.

25. GIFTS AND LOANS

The Employer does not permit you to offer or give, or cause to be offered or given, inducements to individuals or employees of any other organisation with a view to obtaining or increasing the level of business transacted with that individual or the Employer. The acceptance by you or provision by you to others of entertainment is forbidden save with the express authority of the Employer. You also must not receive gifts and favours from others in relation to the Employer's business save for gifts of trivial value.

Any offer of a gift or favour should be reported to the Employer.

26. SMOKING, ALCOHOL AND DRUGS

You must not smoke cigarettes, tobacco or other substances on the Employer's premises. The consumption of alcoholic drinks during working hours is strictly forbidden as is the taking of drugs other than those prescribed or legally taken for a medical condition.

27. COMPUTERS

You are not permitted to load your own software on to the Employer's computers. You must not copy software or data from the Employer's computers, or use e-mail or internet access except for legitimate business purposes, or make any other use of computers or software for any purpose other than the Employer's legitimate business interests. You must not open files downloaded from the internet or email on the Employer's computers without virus checking the files.



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28. EMAIL AND INTERNET

It is the Employer's rule that computers, networks and the email system are the property of the Employer. All copies of messages created, sent, receive or stored on the Employer's systems shall remain the property of the Employer. These messages are not the private property of employees and as such there should be no expectation of privacy in any circumstances. The Employer reserves the right to access and monitor all messages created, sent, received or stored on the Employer's systems. The contents of email messages may be disclosed to other employees and to third parties without your further permission and at the discretion of the Employer. Emails, text messages and the internet should not be used to create, send receive or store any material which is offensive, disruptive or infringes copyright.

29. DRESS CODE

You are expected to dress in accordance with any dress code issued by the Employer applicable to your job.

30. DISCIPLINARY ARRANGEMENTS

The disciplinary procedure normally operated by the Employer is set out by statute. If you are unhappy with any disciplinary action you may exercise your right of appeal and apply to the Manager of HR at SOTI HQ. However, the disciplinary procedure is not contractually binding either upon you or upon the Employer, who may leave out any or all of the stages of the disciplinary procedure.

31. SUSPENSION FROM WORK

The Employer has the contractual right under the Contract to suspend you from work temporarily, paid or unpaid. This may occur in circumstances which the Employer considers to be particularly serious, or where further investigation or consideration appears to be desirable, or any other circumstances where the Employer considers your suspension to be necessary. During the period of suspension you will not be entitled to access any of the Employer's premises except at the prior request or with the prior consent of the Employer and subject to such conditions as the Employer may impose.

32. GRIEVANCE PROCEDURE

If you have a grievance relating to the Employer you should follow the grievance procedure as set out by statute. If you wish to raise a grievance, the person to raise it with is the HR Manager. However the provisions of the grievance procedure are not contractually binding either upon you or upon the Employer.

33. RETURN OF PROPERTY

You must return to the Employer or, as otherwise directed by the Employer, all tools, smartphones, tablets, documents, correspondence, equipment, computers, computer discs and software, specifications, reports, records, credit cards, keys, passes, lists of clients and customers, address lists, address books, files, books and any other property of whatever kind and whether similar to any of the above or not, belonging to or relating to the business of the Employer or relating to the business of or belonging to an associated employer or their clients or customers together with all copies thereof which may be in your possession, custody or control whenever requested by the Employer to do so and in any event immediately on the termination of your employment, or if appropriate, at the commencement of a period of suspension.



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34. CONFIDENTIALITY

"Confidential Information" means any proprietary information of the Employer or its affiliate and/or parent companies, technical data, trade secrets or know-how, including, but not limited to, research product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, source code, object code, ideas, forecasts, marketing, finances or other business information or any other information, the nature of disclosure of which suggests that it is confidential, disclosed by the Employer either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.

You will not, during or subsequent to the term of your employment, use the Employer's Confidential Information for any purpose whatsoever other than the performance of your duties on behalf of the Employer or disclose the Employer's Confidential Information to any third party. It is understood that said Confidential Information shall remain the sole property of the Employer. You further agree to take all reasonable precautions to prevent any unauthorised disclosure of such Confidential Information. Without the Employer's prior written approval, you will not directly or indirectly disclose to anyone the existence of this Contract or the fact that you have this arrangement with the Employer.

Upon the termination of this employment, or upon the Company's earlier request, you will deliver to the Employer all of the Employer's property or Confidential Information that you may have in your possession or control.

35. NON-SOLICITATION

You agree that during your employment or engagement and within three (3) years subsequent to your employment or engagement with SOTI Ltd, you will not encourage, recruit, solicit nor otherwise attempt to affect, either directly or indirectly any SOTI Ltd, or affiliate, employee or consultant, customer, customer prospects or any other business relation that you came to know while working at SOTI Ltd. for the purpose of (i) severing their relationship with SOTI Ltd; or (ii) for personal gain and/or profit to the detriment of SOTI Ltd. ; or (iii) for the purpose of selling to those customers any products or services sold by SOTI Ltd. without first acquiring permission in writing from SOTI Ltd. You acknowledge and agree that you owe a fiduciary and common law duties to SOTI Ltd., in addition to the covenants set forth in this agreement, prohibiting the misuse or disclosure of trade secrets or Confidential Information and the unlawful interference with SOTI Ltd. business and customer relationships.

IF YOU FAIL TO FULFIL THIS OBLIGATION YOU WILL BE RESPONSIBLE FOR DAMAGES AND/OR LOSS SUFFERED BY SOTI AS A RESULT OF YOUR ACTIONS. DURING YOUR EMPLOYMENT OR THREE (3) YEARS SUBSEQUENT TO YOUR EMPLOYMENT WITH SOTI YOU WILL BE RESPONSIBLE FOR A SET FINE OF 2,900,000.00 INDIAN RUPEES PER EACH EMPLOYEE THAT YOU RECRUIT FROM SOTI TO BE PAID IN FULL OR IN INSTALMENTS AS TO BE DETERMINED UNDER THE CONSIDERATION AND DISCRETION OF SOTI.

You agree that the restrictions set out above are fair and reasonable and necessary to protect the legitimate business interests of the Employer. In the event that any part of this clause shall be found by a court to be unreasonable or unenforceable or void that part shall be severed and the remainder of this clause shall be enforceable with such deletion or modification as may be necessary to make it effective and for such period as is found to be reasonable and valid in substitution for the period or periods contained in this clause.

36. NON-COMPETE

Any individual, company, enterprise, partnership, department, association, or other association that conducts the same, or similar kind of business as SOTI, provides services similar to those provided by SOTI, or substantiates real or potential competition against SOTI is considered as "Competition". Anyone who provides professional



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consultation or advisory services to any of the aforementioned groups of competitors shall also be considered as "Competition".



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Competition includes, but is not limited to, the following corporations or subsidiaries of Air-Watch, Mobile-Iron, LANDesk, BoxTone, Symantec, Fixmo, Good, Citrix and Sybase.

You agree to these restrictions and limitations as set out in this section and further elaborated in the attached Non-Disclosure Agreement, as attached in Appendix A, Section 5. Furthermore, you agree that the restrictions set out are fair and reasonable and necessary to protect the legitimate business interests of the Employer and all defenses to the strict enforcement of this non-compete covenant by SOTI are here by waived by you.

37. CONFLICTING OBLIGATIONS

You agree to stand in the capacity of a fiduciary of the Employer and will honour the following:

That you have no outstanding agreement or obligation that is in conflict with any of the provisions hereof, and further certify that you will not enter into any such conflicting agreement during the term of the Contract for personal gain. Furthermore, you will not enter any agreements directly or indirectly with a current or potential competitor in a similar line of business as the Employer.

38. INTELLECTUAL PROPERTY RIGHTS (INVENTIONS AND DESIGNS)

You may make or create intellectual property rights in the course of your duties and you have a special obligation to further the interests of the Employer's business in this respect. Where you make or create any intellectual property rights, which may be of benefit to the Employer, you agree that all such rights shall be owned absolutely by the Employer so far as the law allows. You agree to enter into all documents and do all things necessary to ensure such ownership. You waive all moral rights in any intellectual property rights including all works, images, designs, patents, or other forms of intellectual property whatsoever.

39. NON-WAIVER CLAUSE

Any delay or failure to enforce or apply all or any of the rights that the Employer has under the Contract will not mean that the Employer will therefore give up or lose those rights. The fact that you (or any other employee) have behaved in a particular way or broken the terms of the Contract will not mean that the Employer approves of or has agreed to that conduct or breach of contract or that the Employer gives up or loses the right to fully enforce the terms of the Contract at any time now or in the future.

40. YOUR EMPLOYER

The use of the expressions "Employer" in the Contract shall mean SOTI India Private Limited and/or any associated company, holding company or subsidiary and any person, corporate body or partnership to which the Contract may be transferred at any time whether by agreement or operation of law or otherwise.

41. JURISDICTION

This Agreement shall be governed by and construed in accordance with Indian Law and each party to this Agreement submits to the exclusive jurisdiction of the Courts of Delhi.

42. WHOLE AGREEMENT CLAUSE

The Contract contains the whole agreement between you and the Employer and supersedes all previous contracts, agreements, arrangements or understandings whether oral or written. No amendment to the Contract will be legally binding unless made in writing and signed on behalf of the Employer by a duly authorised person.



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43. NON-DISCLOSURE AGREEMENT

In order to protect the Employer's legitimate business interests, and those of its customers and clients, the Employer requires its employees to enter into a non-disclosure agreement ("NDA"). Accordingly, as a condition of your employment by the Employer, you are required to enter into the NDA, as attached in Appendix A. Ensure that the document is reviewed, understood and signed in order to commence employment.

44. HEADINGS

The headings to clauses used in the Contract are for convenience only and shall not affect the interpretation of the Contract.

To signify your agreement to employment with the Employer on the terms contained in the Contract the Employer asks you to sign both copies of the Contract and to keep one copy for yourself and to return the other to the Employer.

I, **Subhranil Banerjee**, have read and understood the Contract and hereby agree to employment with SOTI India Private Limited on the terms and conditions set out above.

Signature:

DocuSigned by:

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14-Nov-2023

Subhranil Banerjee



Signature:

(For and on behalf of SOTI India Private Limited)

Date: 01/November/2023

Print Name: George Oommen

THIS IS A LEGALLY BINDING DOCUMENT



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(Appendix A)

**SOTI INDIA PRIVATE LIMITED
COMPENSATION BREAKUP**

Name: SubhranilBanerjee

Designation: Accounts Receivables Analyst

Components	Annual	Paid Monthly
Basic Pay	480,000	40,000
House Rent Allowance	240,000	20,000
Leave Travel Allowance (LTA)	50,000	4,166.7
Meal Allowance/Voucher	26,400	2,200
Books and Periodicals	50,000	4,166.7
Fuel & Car Maintenance	21,600	1,800
Driver Salary	10,800	900
Gift Vouchers	5,000	416.7
Professional Pursuits/ Training	50,000	4,166.7
Mobile / Internet Expenses	50,000	4,166.7
Special Allowances	158,600	13,216.7
Contribution to PF	57,600	4,800
Gross Pay	₹1,200,000.00	100,000

Yours truly,

George Oommen
Senior Manager- People & Culture



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Note:

- * The salary breakup components may change in future based on any legal requirement to include Gratuity or other similar components
- * Any tax liabilities arising out of the remuneration will be deducted as per the Income Tax rules
- * Employees' contribution towards PF will be deducted from their gross salary

(Appendix B)

SOTI INDIA PRIVATE LIMITED

EMPLOYEE NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This nondisclosure and confidentiality agreement ("Agreement") is between SOTI India Private Limited ("SOTI") and ("Employee").

This Agreement affects your interests. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT ANY VIOLATION OF RULES AND OBLIGATIONS SET FORTH MAY RESULT IN LEGAL, PUNITIVE OR CORRECTIVE ACTION OR TERMINATION OF EMPLOYMENT. Please review it carefully and, if you wish, discuss this Agreement with your lawyer and/or other appropriate advisers, before signing.

Recitals:

I, the undersigned Employee **Subhranil Banerjee**, understand that SOTI requires all employees to sign a form of nondisclosure and confidentiality upon joining or working at/with SOTI. In consideration of my employment or engagement by SOTI and/or my participation in proprietary projects solely or in part by SOTI, and other good and valuable consideration, the receipt and sufficiency of which I acknowledge, and given the access to certain information regarding the business of SOTI that I will enjoy by virtue of my employment or engagement, I acknowledge, understand and agree with SOTI as follows:

1. No Conflicting Obligations

1.1 I warrant to SOTI that:

- (a) My performance or my duties as an employee of SOTI will not breach any agreements or other obligations to keep confidential the proprietary information of any third party; and
- (b) I am not bound by any agreement with, or obligation to, any third party which conflicts with my obligations as an employee of SOTI or which may affect SOTI's interest in the Developments (as defined in paragraph 3.1 below).

1.2 I will not, in the performance of my duties as an employee of SOTI:

- (a) improperly bring to SOTI or use any trade secrets, confidential information or other proprietary information of any third party; or
- (b) Knowingly infringe the intellectual property rights of any third party.



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2. Confidential Information

2.1 Definition of Confidential Information.

- (a) Wherever it is used in this Agreement, the term "Confidential Information" means information, whether or not originated by me, that relates to the business or affairs of SOTI or its affiliates, its clients or suppliers and is confidential or proprietary to, about or created by SOTI, its clients or suppliers and includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated or marked as confidential):
- (i) work product resulting from or related to work or projects performed or to be performed by SOTI, including but not limited to, the interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
 - (ii) information relating, but not limited, to the development, design, manufacture and marketing of any SOTI product, including but not limited to computer software, and more in particular a set of software tools to remotely and/or generally manage, support, monitor, control and/or secure computing devices such as, but not limited to, mobile computers, smart phones, and other handheld devices;
 - (iii) information relating to Developments (as defined in paragraph 3.1 below) prior to any public disclosure thereof, including but not limited to, the nature of the Developments, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing;
 - (iv) internal personnel and financial information of SOTI, vendor names and other vendor information, reseller information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting SOTI's business;
 - (v) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of SOTI which have been or are being discussed;
 - (vi) finalized and pending contracts and their contents, client services, data provided by clients and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of SOTI;
 - (vii) business plans, customer and client lists and names, business deals with vendors;
 - (viii) financing, investment, acquisition, joint venture, partnership, alliance, agency, research, development, production and distribution plans and agreements;
 - (ix) all information which becomes known to me as a result of employment, which I, acting reasonably, believe is confidential information or which SOTI takes measures to protect.
- (b) Confidential Information will not include:
- (i) the general skills and experience gained during my employment or engagement with SOTI which I could reasonably have been expected to acquire in similar employment or engagements with other companies;
 - (ii) general information about SOTI that is or becomes publicly known through no wrongful act on Employee's part;
 - (iii) specific information, where compelled disclosure is required to be made by any law, regulation, governmental authority or court, provided that before disclosure is made, notice of the compulsion is provided to SOTI sufficiently in advance, and to the extent of the compulsion, SOTI is afforded an opportunity to seek a protective order.



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(c) The burden of proof that information and/or skills and experience are not classified as Confidential Information will be on the party asserting the exclusion.



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2.2 **Protection of Confidential Information.** All Confidential Information whether it is developed by me or by others employed or engaged by or associated with SOTI, is the exclusive proprietary and confidential property of SOTI and/or its clients, as the case may be, and will at all times be regarded, treated and protected as such, as provided in this Agreement.

2.3 **Covenants Respecting Confidential Information.** As a consequence of my acquisition of Confidential Information, I will occupy a position of trust and confidence with respect to the affairs and business of SOTI and its clients. In view of the foregoing, it is reasonable and necessary for me to make the following covenants regarding my conduct during and subsequent to my employment or engagement by SOTI:

(a) **Non-Disclosure.** At all times during and subsequent to my employment or engagement with SOTI, I will not disclose Confidential Information to any person or entity (other than as necessary in carrying out my duties on behalf of SOTI) without first obtaining SOTI's consent, and I will take all reasonable precautions to prevent inadvertent disclosure of any Confidential Information. This prohibition includes, but is not limited to, disclosing or confirming the fact that any similarity exists between the Confidential Information and any other information.

(b) **Using, Copying, etc.** At all times during and subsequent to my employment or engagement with SOTI, I will not use, copy, transfer or destroy any Confidential Information (other than as necessary in carrying out my duties on behalf of SOTI) without first obtaining SOTI's consent. I will take all reasonable precautions to prevent inadvertent use, copying, transfer or destruction of any Confidential Information. This prohibition includes, but is not limited to, licensing or otherwise exploiting, directly or indirectly, any products or services which embody or are derived from Confidential Information or exercising judgment or performing analyses based upon knowledge of Confidential Information.

(c) **Return of Confidential Information.** Within five (5) days of the earlier of (i) the termination of my employment or engagement by SOTI for any reason, or (ii) the receipt of SOTI's written request, I will promptly deliver to SOTI all Confidential Information which is embodied in any physical or ephemeral form, whether in hard copy, magnetic or other media, and which is within my possession or under my control.

3. **Intellectual Property and Development Protection**

3.1 **Definition of Developments.** Wherever it is used in this Agreement, the term "Developments" means all discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets, and all records and copies of records relating to the foregoing, that are conceived or made by me individually or in collaboration with others during the term of my employment or engagement by SOTI: and

(a) result or derive from my employment or engagement or from my knowledge or use of Confidential Information; and/or

(b) result from or derive from the use or application of SOTI's resources; and/or

(c) relate to the business operations of or actual or demonstrably anticipated research and development by SOTI.

3.2 **Disclosure.** During the term of my employment or engagement and for one (1) year after the termination or my employment or engagement, I will promptly disclose to SOTI in confidence and in writing all Developments.

3.3 **Ownership.** All Developments will be the exclusive property of SOTI and SOTI will have sole discretion to deal with Developments. For greater certainty, all work done while I am employed or engaged by SOTI is a work for hire of which SOTI is the first owner for copyright purposes and in respect of which all copyright will vest in SOTI.



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3.4 **Records.** I will keep complete, accurate and authentic notes, reference materials, data and records of all Developments in the manner and form requested by SOTI. All such materials will be Confidential Information upon their creation. All records shall be made available to SOTI at any time.

3.5 **Further Assurances.** I will do all such things as may be reasonably necessary or desirable to give full effect to the foregoing. In the event that my co-operation is required in order for SOTI to obtain or enforce legal protection of the Developments following the termination of my employment or engagement, I will provide such co-operation during all such times as SOTI pays to me reasonable compensation for my time, at a rate to be agreed, provided that the rate will not be less than the last salary or compensation rate paid to me by SOTI during my employment or engagement.

4. **Non-Solicit**

During my employment or engagement and within three (3) years subsequent to my employment or engagement with SOTI, I will not encourage, recruit, solicit nor otherwise attempt to affect, either directly or indirectly any SOTI employee or consultant, customer, customer prospects or any other business relation that I came to know while working at SOTI for the purpose of (i) severing their relationship with SOTI; or (ii) for personal gain and/or profit to the detriment of SOTI; or (iii) for the purpose of selling to those customers any products or services which are the same as or substantially similar to, or in competition with, the products or services sold by SOTI without first acquiring permission in writing from SOTI. I acknowledge and agree that I owe fiduciary and common law duties to SOTI, in addition to the covenants set forth in this agreement, prohibiting the misuse or disclosure of trade secrets or Confidential Information and the unlawful interference with SOTI's business and customer relationships.

If I fail to fulfil this obligation I will be responsible for damages and/or loss suffered by SOTI as a result of my actions. During my employment or three (3) years subsequent to my employment with SOTI I will be responsible for a set fine of 2,900,000.00 INDIAN RUPEES per each employee that I recruit from soti to be paid in full or in instalments as to be determined under the consideration and discretion of soti.

I agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this non-solicitation covenant by SOTI are here waived by me.

5. **Non-Compete**

Any individual, company, enterprise, partnership, department, association, or other association that conducts the same, or similar kind of business as SOTI, provides services similar to those provided by SOTI, or substantiates real or potential competition against SOTI is considered as "Competition". Anyone who provides professional consultation or advisory services to any of the aforementioned groups of competitors shall also be considered as "Competition". Competition includes, but is not limited to, the following corporations or subsidiaries of Air-Watch, Mobile-Iron, LANDesk, BoxTone, Symantec, Fixmo, Good, Citrix and Sybase.

I agree that the restrictions set out in this Section 5 are reasonable and valid and all defenses to the strict enforcement of this non-compete covenant by SOTI are here waived by me.

5.1 **During Employment:**

(a) While employed by SOTI, I will not conduct any business on my own, or on behalf of others, with any person or Competition which competes with SOTI either directly or indirectly without first obtaining written approval from SOTI.



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(b) While employed by SOTI, I will not accept employment (either with or without compensation) in any position with any person or Competition that competes either directly or indirectly with SOTI.

(c) I will not seek private gains through utilization of my position or authority at SOTI.

5.2 Post-Employment:

(a) I agree to a term of non-competition for the duration of one (1) year (the "Period") following the termination of my employment for any reason including resignation from SOTI. Within the Period, I shall not carry on, or be engaged in, or be employed by any person or Competition engaged in a business which is the same as, or substantially similar to, or in competition with, SOTI's business unless the written approval of SOTI is obtained, which shall not be unreasonably withheld.

(b) For the Period, I agree not to partake collectively in or on an individual basis design, develop, sell, manufacture, license, distribute or solicit orders for competitive products without the prior written permission of SOTI, which shall not be unreasonably withheld.

6. General Matters

6.1 Other Covenants and Remedies.

(a) My obligations in this Agreement will be deemed to have commenced as of the date on which I was first employed or engaged by SOTI. I warrant that I have not, to date, breached any of the obligations set forth in this Agreement. Any breach or threatened breach of this Agreement by me will constitute just cause for immediate termination of my employment or engagement by SOTI.

(b) I understand that SOTI has expended significant financial resources in developing its products and the Confidential Information. Accordingly, a breach or threatened breach by me of this Agreement could result in unfair competition with SOTI and could result in SOTI and its shareholders suffering irreparable harm which is not capable of being calculated and which cannot be fully or adequately compensated by the recovery of damages alone. Accordingly, SOTI will be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies, in addition to any other relief to which SOTI may become entitled.

(c) My obligations under this Agreement are to remain in effect in accordance with each of their terms and will exist and continue in full force and effect despite any breach or repudiation, or alleged breach or repudiation, of this Agreement or my employment or engagement agreements by SOTI, including, without limitation, my wrongful dismissal by SOTI.

6.2 **Binding Effect.** This Agreement is binding on me and my heirs, executors and legal representatives.

6.3 **Governing Law.** This Agreement is governed by the laws of India.

6.4 **Provisions Severable.** If any covenant or provision of this Agreement is determined to be void or unenforceable, in whole or in part:

(a) it will not be deemed to affect or impair the validity of any other covenant or provision of this Agreement and each of the covenants and provisions of this Agreement will be deemed to be separate and distinct covenants and provisions; and



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(b) any court having jurisdiction over the enforceability of this Agreement is authorized to amend the particular covenant(s) and provision(s) to the minimum extent required to cause them to be valid and enforceable.

6.5 **Other Agreements.** This Agreement contains the entire agreement between me and SOTI. However, if there is any conflict or inconsistency between the provisions of any other agreement between me and SOTI and this Agreement, the provisions of this Agreement shall govern and prevail. No amendment or waiver of this Agreement by SOTI will be binding unless executed in writing by a representative of SOTI and myself. No waiver of any provision of this Agreement will constitute a waiver of any other provision or a continuing waiver unless expressly provided.

6.6 **Acknowledgement of Terms.** I expressly acknowledge that:

- (a) I have received a copy of this Agreement;
- (b) I have had sufficient time to review this Agreement;
- (c) I have been given an opportunity to obtain advice concerning the effect of this Agreement;
- (d) I have read and understood the terms of this Agreement and my obligations under this Agreement; and
- (e) The restrictions placed upon me by this Agreement are reasonably necessary to protect SOTI's proprietary interests, and will not preclude me from being gainfully employed in a suitable capacity following the termination of my employment or engagement by SOTI, given my general knowledge and experience.

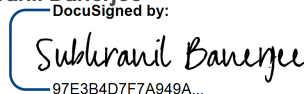
IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the date set forth below.

EMPLOYEE

EMPLOYEE NAME:

Subhranil Banerjee
DocuSigned by:

EMPLOYEE SIGNATURE:


97E3B4D7F7A949A...

DATE:

01/November/2023

REPRESENTATIVE OF SOTI INDIA PRIVATE LTD.

TITLE:

Senior Manager- People & Culture

NAME:

George Oommen

SIGNATURE:



DATE:

01/November/2023

THIS IS A LEGALLY BINDING DOCUMENT