

Annexure A

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement

This Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Agreement") is effective as of 01/January/2018.

BY AND BETWEEN:

Appcino Technologies Pvt. Ltd., an Employer registered office at **1st Floor, E-5, Jhalana Institutional Area, Jhalana Doongari, Jaipur (India) - 302004**, hereinafter referred to as "**Employer**", (which shall be deemed to mean and include its successors and assigns); and

Name: **Apeksha Maheshwari**

Address: **35, Shri Krishna Vihar, Keshav Nager, University Road, Udaipur.**

hereinafter referred to as "I" or "me" or "my" (as the context may require), (which shall be deemed to mean and include my heirs, legal representatives, executors and administrators).

1. GENERAL

We are working together to build a world-class organization. It is hence important that the atmosphere and environment we create together enhances the potential and capability of each one of us. These service conditions aim to build a strong professional work environment based on the strong foundations of integrity and ethics.

I understand that I shall at all times maintain absolute integrity and devotion to duty. If I hold a senior or managerial position, I shall take all possible steps to ensure the integrity and devotion to duty of all personnel within my control and authority. I understand that I shall not act in a manner that is prejudicial to the interests of, or that brings disrepute to, the Employer or its Connected Entities (as defined in Section 3 below). At all times, I shall be bound by and shall comply with the Code of Ethics and Professional Conduct of the Employer.

2. STATEMENT OF FACTS – VISIBLE PRACTICE OF INTEGRITY

I understand that the Employer's offer to employ me is made based on, among other things, the proficiency of professional skills that I have declared to possess as per my resume.

I shall not at any point in time furnish false information regarding personal details such as name, age, contact address or professional information, including, but not limited to, qualifications, ability, previous service, or any other matter germane to my employment with the Employer, at the time of employment or during the course of employment. The employer has right to confirm the information provided by me at any time and from any source. In the event that, at a later date, any of my statements/particulars are found to be false or misleading, the Employer shall have the right to terminate my services forthwith.

I understand that I am expected to follow the letter and spirit of all applicable taxation laws, rules and regulations and uphold the values of honesty and integrity in all of my actions. In the course of doing so, I shall claim only actual expenses and ensure compliance with the applicable tax laws in letter and spirit.

Any enhancement of compensation and benefits will be based on my performance and would be at the discretion of the Employer. In case my performance falls short of minimum standards set by the Employer, the Employer shall have the right to terminate my employment forthwith.

3. CONFIDENTIALITY

I understand that, by virtue of my employment, I will acquire and be exposed to, have access to, make use of, create and/or add to Proprietary Information and Personally Identifiable Information (“**PII**”, as hereinafter defined). “Proprietary Information” includes all ideas, information, and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Employer or a Connected Entity (as hereinafter defined), its personnel (including partners, principals, members, officers or employees), clients and prospective clients, vendors, suppliers, independent contractors, subcontractors, agents or others with whom the Employer or a Connected Entity does business that I learn or acquire during the period of my employment with the Employer.

Proprietary Information therefore includes, but is not limited to, manuals, documents, research notes, drafts, software, source code, methodologies, business processes, inventions, compilations of technical data, databases, client or prospective client lists, information relating to the development or maintenance of client relationships and good will, names of suppliers, specifications, designs, business or marketing plans, forecasts, financial information, personnel information or lists, work in progress, and other technical or business information, whether prepared by me or others for the Employer or a Connected Entity, or received by me or others for the Employer or a Connected Entity. Proprietary Information does not include basic programming or accounting know-how that is generally known and used within the software industry or accounting profession.

“**PII**” means information relating to an identified or identifiable natural person, excluding business contact information, that I acquire, am exposed to, have access to, or make use of in connection with my

employment with the Employer, whether in written, oral, electronic, or other form, and any copies thereof. An identifiable person is a person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Examples of PII include, but are not limited to, the following: account number (bank account, credit card, etc.), address, biometric identifier, license or identification number, date of birth, government identifiers (such as social security numbers), name, personnel number, photograph or video identifiable to an individual, vehicle identifier or serial number, and may also include other information related to an individual that may directly or indirectly identify the individual (e.g. salary, performance rating, purchase history, call history, etc.).

“Connected Entity” as used in this Agreement shall mean Appcino Technologies Pvt. Ltd. and any corporation, partnership, limited liability Employer or other entity

- (a) That (i) is owned, directly or indirectly, in whole or in part, by the Employer, Appcino Technologies Pvt. Ltd. or its subsidiaries or any member firm of Appcino Technologies or
- (ii) controls, is controlled by or is under common control with a Appcino Entity; or
- (b) in which any partner, principal, member, officer, employee or other personnel of a Appcino Entity participated on behalf of, or carried out any duties with respect to the affairs of a Appcino Entity. For purposes of this Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

I agree to hold in trust and confidence all Proprietary Information and Personally Identifiable Information during and after the period of my employment with the Employer. I will not disclose any Proprietary Information and Personally Identifiable Information to anyone outside the Employer or a Connected Entity

without the prior written approval of an Authorized Representative of the Employer, or use any Proprietary Information or Personally Identifiable Information for any purpose other than for the benefit of the Employer or a Connected Entity as required by my authorized duties for the Employer. Upon termination of my employment with the Employer

(a) I will not use or disclose Proprietary Information or Personally Identifiable Information, whether in documentary or digital form or committed to memory or in any other form, for any purpose;

(b) I will not retain or take with me any Proprietary Information or Personally Identifiable Information in a tangible form; and

(c) I will immediately deliver to the Employer any Proprietary Information and Personally Identifiable Information in a tangible form that I may then or thereafter hold or control. “Tangible” form includes written or graphic form, on a computer disc, USB drive or other medium, on a website, or otherwise stored in or available through electronic or other form.

I agree to keep any confidential information or manuals relating to the Employer’s compensation and benefits schemes that may become known to me as an employee of the Employer. I agree to maintain the utmost secrecy with regard to my compensation and benefits package and treat it as a highly individual and confidential matter, not to be discussed with any colleague, other than my manager. I also agree to maintain the utmost secrecy with regard to the compensation and benefits package of any other employee of the Employer or any Connected Entity that becomes known to me during the course of employment and I shall not discuss it with any colleague, except on a need-to-know basis.

I agree that during the term of my employment with the Employer, I shall not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity, and that I will not bring into any of the premises maintained by the Employer or a Connected Entity, or otherwise provide to the Employer or a Connected Entity, any unpublished document or proprietary information belonging to any such employer, person or entity without the prior written authorization of such employer, person or entity. If I receive such an authorization, I will send a copy to the Authorized Signatory.

4. EXTERNAL COMMUNICATIONS

I agree that I shall not, either directly or indirectly, during or after my employment, communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, either verbally or in writing, any information or documents, official or otherwise, relating to the Employer or a Connected Entity, including, without limitation, any Proprietary Information or Personally Identifiable Information, except with the prior written approval of management of the Employer.

5. INTELLECTUAL PROPERTY RIGHTS

I hereby agree that, except with respect to Personal Works (defined below), the Employer or a Connected Entity owns all rights, title, and interest in and to all work performed, and all materials, creations, designs, technology, discoveries, inventions, ideas, information, and other tangible or intangible matter (whether or not patentable or copyrightable), conceived, developed or created by me, alone or with others, during

the period of my employment with the Employer, including, but not limited to, all related copyright, trade secret, patent, trademark, and other intellectual property rights (the “**Creations**”). To the maximum extent permitted by applicable law, the Creations shall be deemed works made for hire under India copyright or applicable laws or any equivalent laws of applicable foreign jurisdictions, and all rights, title, and interest in and to the Creations shall vest automatically in the Employer or a Connected Entity, as determined by the Employer.

I hereby assign and irrevocably agree to assign all right, title, and interest including, but not limited to, patent, copyright, trade secret, trademark, and other proprietary rights, in and to such Creations to the Employer or a Connected Entity, as determined by the Employer (as to copyright, to the extent such Creations are held not to be works made for hire under applicable law). The Employer or a Connected Entity, as determined by the Employer, will have the sole right, in its own name, to obtain, hold, register, and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, any renewals or extensions thereof.

I will (a) promptly notify the Employer in writing of any Creations, and deliver to the Employer the tangible form of all Creations (including any copies); and

(b) provide the Employer and any person designated by the Employer or a Connected Entity, at the expense of the Employer or a Connected Entity, any assistance and cooperation requested by the Employer or a Connected Entity to obtain, hold, register, and otherwise perfect, protect, and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, executing written instruments and serving as a witness. If, in breach of my obligations under this Agreement, I use any Creations or Proprietary Information in conceiving, developing or creating any materials, creations, designs, technology, discoveries, inventions, ideas, information or other tangible or intangible matter after termination of my employment with the Employer, I acknowledge and agree that such tangible or intangible matter constitutes, at the sole discretion of the Employer or a Connected Entity, Creations subject to the assignment requirement, and the other terms and conditions, of this Agreement.

Only a Creation that meets all of the following criteria would be considered a personal work (“Personal Work”):

(a) it is conceived, developed, and created by me on my own time without using the equipment, supplies or facilities of the Employer or a Connected Entity or any Proprietary Information or other Creations,

(b) it is unrelated to the actual or reasonably anticipated business or research and development of the Employer or a Connected Entity of which I am or become aware, and

(c) it does not result from any work performed by me for the Employer or a Connected Entity. The obligations noted above in paragraph 5 do not apply to Personal Works. I will not provide Employer or a Connected Entity with any Personal Works without prior written authorization of the Employer.

Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “**moral rights**” (collectively “**Moral Rights**”). If, despite the above, I am deemed under applicable law to retain any rights including without limitation any Moral Rights, I hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, I grant, and agree to grant, to the Employer or its designees the exclusive, perpetual, irrevocable, worldwide and royalty-free license to use, modify and market such rights, without identifying me or seeking my consent. I agree that my obligation to render any cooperation for the foregoing shall continue even after termination of my relationship with the Employer.

Upon demand by the Employer, I shall immediately deliver /hand over all information/ material relating to the Creations in my possession, in a tangible form and to the satisfaction of the Employer or Connected Entities.

6. CONFLICT OF INTEREST

Any position with the Employer calls for whole time employment and I agree to devote myself exclusively to the business of the Employer.

During my period of employment, I will not, directly or indirectly, participate in or in any way render services or assistance to any business, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of the Employer or a Connected Entity, or otherwise create a conflict, or the appearance of a conflict, of interest with the Employer or a Connected Entity. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of the Employer or a Connected Entity, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having any outside employment, having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with the Employer or Connected Entity, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

7. FUTURE EMPLOYMENT WITH CLIENT

Section 7, Future Employment with Client, is only applicable to positions at manager level and above.

Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of the Employer or a Connected Entity. Before entering into substantive discussions with an attest client (or an affiliate of such client) of Appcino Technologies Pvt. Ltd., or a Connected Entity regarding any employment opportunity with such client or affiliate, I acknowledge and agree that during the period of my employment with the Employer and for three years thereafter I must first notify National Office of Appcino Technologies Pvt. Ltd., or the applicable Assurance Professional Practice Director of Appcino Technologies Pvt. Ltd. and obtain prior written approval from National Office or such Assurance Professional Practice Director. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision

(a) in an effort to ensure the full compliance of the Employer and the Connected Entities with Indian laws, rules and regulations;

(b) to serve the public interest; and

(c) to protect the legitimate interests of the Employer and the Connected Entities or their respective clients (and affiliates of such clients) in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with a client (or an affiliate of such client) of the Employer or any Connected Entity. Further, I acknowledge and agree that because of, among other things, the importance of the Employer and the Connected Entities remaining in compliance with applicable Appcino rules, such approval may be granted or withheld by the National Office or such Assurance Professional Practice Director in the event that my employment with an attest client (or an affiliate of such client) would, in the view of Appcino Technologies Pvt. Ltd., be inconsistent with Indian laws, rules or regulations or jeopardize the independence of the Employer or any Connected Entity with respect to such attest client (or an affiliate of such client).

8. NON-SOLICITATION

The following non-solicitation provisions are designed to protect the investment of the Employer and all Connected Entities in their clients and employees, valid business needs in today's competitive marketplace. Nevertheless, this Agreement is not intended to limit an employee's ability to pursue a professional career upon leaving the Employer.

a. Non-Solicitation of Clients. I acknowledge that, because of the nature of my work for the Employer or a Connected Entity, my solicitation or serving of certain clients related to my work for the Employer or a Connected Entity would necessarily involve the unauthorized use or disclosure of Proprietary Information of the Employer or a Connected Entity, and the proprietary relationships and goodwill of the Employer or a Connected Entity, and, in the case of my serving of certain clients, could compromise the full compliance

of the Employer or any Connected Entities with the laws, rules and regulations of the India, or Appcino-related requirements of a government regulatory body. Accordingly, during the period of my employment with the Employer and for three years thereafter, I will not, directly or indirectly, solicit or provide services to any client of the Employer or a Connected Entity to which I provided (or participated in a proposal to provide) services during the two-year period prior to termination of my employment with the Employer. In this regard, I acknowledge and agree that the market for the kinds of services I rendered or will render as part of my work for the Employer or a Connected Entity reaches throughout, and in certain instances beyond, India and that the Proprietary Information which has been and will be provided to me relates to similar kinds of services rendered by the Employer or a Connected Entity throughout, and in certain instances beyond, India and therefore the geographic scope of this Agreement is reasonable and is designed to protect the Employer's or a Connected Entity's legitimate business interests in the preservation of Proprietary Information.

b. Non-Solicitation of Personnel. I acknowledge that, because of the nature of my work for the Employer or a Connected Entity, my solicitation or hiring of any partner, principal, member, officer or employee of or any contractor to the Employer or a Connected Entity, or my participation in their hiring, admission or retention, as the case may be, would necessarily involve the unauthorized use or disclosure of Proprietary Information of the Employer or a Connected Entity, and the proprietary relationships and goodwill of the Employer or a Connected Entity. Accordingly, during the period of my employment with the

Employer and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any partner, principal, member, officer or employee of the Employer or a Connected Entity to leave the Employer or a Connected Entity, or to join any firm or business with which I may be or become affiliated, or (b) participate in the hiring or admission of any partner, principal, member, officer or employee of the Employer or a Connected Entity, or (c) cause a contractor of the Employer or a Connected Entity to cease providing services to, with, or on behalf of the Employer or such Connected Entity.

9. AUTHORIZATION

Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

10. SECURITY

Security of Proprietary Information, Personally Identifiable Information and other data (refer to Annexure B* on Information Security Policy) are important aspects of our business and a basic expectation of our clients. In recognition of this responsibility towards our clients and business, I agree to adhere to the following conditions at all times:

Proprietary Information or Personally Identifiable Information is available to me on a need-to-know basis for specified groups based on my roles and responsibilities. The network file server access is permitted on an as-required basis only. Access to these is authorized through access privileges approved by designated personnel of the Employer or a Connected Entity.

Internet access is available to me for completing my work responsibilities and browsing sites of professional interest. I understand that I am expected to adhere to Employer requirements related to downloading of copyright information, security of the Employer network and office decorum.

The communication security may be maintained by controlling physical access to computer systems, disabling all workstation CD or floppy disk drives, and Employer-wide communications to heighten awareness of the need for protection of intellectual property and sensitive customer information.

Access to the network, development environment and E-mail Server of the Employer or a Connected Entity is through an individual's password. In the interest of security, I agree to utilize this facility and maintain confidentiality of the same.

In the interest of security, I shall not install, download, copy or duplicate any unauthorized or unlicensed software, programs, games, attachments on any computer system of the Employer or a Connected Entity.

I am expected to be responsible for the security of official documents/ manuals and such material that may come to me during the course of various assignments.

I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it.

I am required to display my identity card to the security personnel of the Employer or a Connected Entity on demand and at all times within the office premises. Any equipment taken out of the office premises will require a gate pass duly authorized by the designated personnel of the Employer or a Connected Entity.

* The Information Security Policy will be provided for your review and acceptance on or before the day of your joining the Employer.

11. USE OF EMPLOYER OR CONNECTED ENTITIES RESOURCES AND RETURN OF PROPERTY

I understand that I shall be responsible for the safekeeping and good condition and order of all the property of the Employer or a Connected Entity that is entrusted to my care and charge. I may use the resources of the Employer or a Connected Entity only for official purposes.

Unless otherwise agreed by the Employer in writing, upon termination of my employment for any reason, in addition to the return of Proprietary Information and Personally Identifiable Information as set forth in Paragraph 1, I agree to return to the Employer or a Connected Entity all Creations and all other property, equipment, credit cards, documents, records, lists, files, and any and all other materials of the Employer or a Connected Entity, including, without limitation, computerized or electronic information that is in my possession or control as of the date on which my employment is terminated, and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment (the “**Property**”).

The Property shall be delivered to the Employer or a Connected Entity at any location designated by the Employer or a Connected Entity, at my expense, within One (1) business day after the termination of my employment or on an alternate date designated by the Employer or a Connected Entity. I further agree to allow the Employer or any Connected Entity to inspect any of my personal or home computers to determine whether any Proprietary Information, Personally Identifiable Information or Property belonging to the Employer or a Connected Entity resides on such computers and to permit the Employer or a Connected Entity to remove such Proprietary Information, Personally Identifiable Information or Property from such computers.

12. NOTIFICATION

I agree that prior to accepting employment or affiliation with another firm or business, I will advise such firm or business of my duties and obligations under this Agreement. After my employment with the Employer ends, I agree that the Employer or a Connected Entity shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Agreement.

13. FUTURE COOPERATION

Upon termination of my employment for any reason, I will cooperate with the Employer or a Connected Entity in all matters relating to the completion of pending work on behalf of the Employer or a Connected

Entity and the orderly transfer of work to partners, principals, members, officers or employees of the Employer or a Connected Entity. I will also cooperate fully with the Employer or a Connected Entity in connection with any threat of or actual legal proceeding against the Employer or a Connected Entity or any client, customer or licensor of the Employer arising out of any matter with or of which I have had contact or knowledge during my employment.

14. CERTIFICATION

I agree that during or after the period of my employment with the Employer I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations under this Agreement

15. REMEDIES

I acknowledge and agree that a breach of this Agreement would cause irreparable harm to the Employer or a Connected Entity and that, in addition to other remedies, the Employer on behalf of itself or a Connected Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, the Employer or a Connected Entity will be entitled to the payment of the Employer's or Connected Entity's reasonable costs and attorney's fees incurred in enforcing this Agreement

16. APPLICABLE LAW AND JURISDICTION

Even though the Employer may depute me overseas for on-site work or to any other location in India, if I am assigned to the Jaipur Rajasthan. office, I irrevocably submit to the exclusive jurisdiction of any competent courts situated in Jaipur Rajasthan, concerning any dispute arising out of my employment or relating to this Agreement, and I waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

If I am assigned to the Jaipur Rajasthan office, this Agreement shall be governed by and construed in accordance with the laws of Rajasthan or the applicable laws of India in relation to any legal action or proceedings to enforce this Agreement without reference to its choice-of-law rules.

17. MISCELLANEOUS PROVISIONS

The above terms and conditions are based on, and should be read in conjunction with, the Employer policies, procedures and other rules currently applicable, including but not limited to Annexure B, Region 10 Administrative Policy Releases (APRs) and Region 10 Guidelines. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, guidelines would be posted

on the Employer's Intranet site i.e. www.appcino.com for employee reference. All future communications would be deemed to have your prior consent. The Employee shall also abide by all other rules and regulations of the Employer as shall be in force, from time to time.

Except as set forth in the following sentence, I acknowledge and agree that this Agreement contains the entire understanding between the Employer, each Connected Entity and me with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter. Notwithstanding the foregoing, I acknowledge and agree that any written agreement between the Employer or any Connected Entity and me with respect to the subject matter hereof that was signed by me prior to the date hereof shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the date hereof.

The rights and benefits of the Employer under this Agreement shall be transferable, and all provisions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me and shall inure to the benefit of any Connected Entity to which I may transfer during my employment with the Employer or the Connected Entity, provided, however, none of my duties or obligations under this Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignment in violation of this paragraph shall be null and void.

I understand that my post-employment obligations in sections 3, 4, 5, 7, 8, 11, 12, 13, 14, 15 and 16 of this Agreement will survive the termination of this Agreement. The provisions noted above explain the length of such post-employment obligations, some are limited in time and others are of unlimited duration.

For Appcino Technologies Pvt. Ltd.

Manager Human Resources

Authorized Signatory

Effective as of 1/January/2018, I accept all the terms and conditions of the Employer as stipulated in this Agreement.

Signature

Name

Appcino Technologies Private Limited
1st Floor, E-5, Jhalana Institutional Area,
Jhalana Doongari, Jaipur (India) - 302004
Email: info@appcino.com

TERMS AND CONDITIONS OF SERVICE

In continuation to our offer of employment with the Employer, please note the terms and conditions of service.

We firmly believe that our strength lies in our employees as they ensure our success. Our business model is dynamic and typified by a high degree of competition. Success in such a situation demands that we continuously challenge ourselves to higher levels of individual and collective performance. Toward this, we aim to provide an enabling and positive environment that will motivate our employees and facilitate achievement of superior levels of performance.

Our employees' professional skills and knowledge are emphasized by their personal and emotional wellbeing. We strive to provide a climate that nurtures the holistic development of our employees.

A summary of some of the major policies applicable and the benefits available to the employees in our Employer is detailed below along with other terms and conditions of employment.

Terms of Service

COMPLIANCE WITH APPCINO TECHNOLOGIES PVT LTD., ETHICS AND OTHER REQUIREMENTS

The Employer, as an affiliate of Appcino Technologies Pvt. Ltd., is required to comply with external regulatory and/or professional standards. In accordance with the policy of Appcino Technologies Pvt. Ltd. India, as a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the Representation. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to Practice Head of Appcino Technologies Pvt. Ltd. representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Appcino Technologies Pvt. Ltd. internal audit team. Please be assured that Appcino Technologies Pvt. Ltd. fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Appcino Technologies Pvt. Ltd. to use the information provided by you for such purposes as provided in the policies regarding ethics.

In the event you (i) do not cooperate or comply with the Appcino requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult us should you require any further information or if you have any specific concerns in this respect.

NON DISCLOSURE, NON SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT AND SEXUAL HARASSMENT POLICY

You will be expected to sign the Employer's Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement and the Sexual Harassment Policy upon joining the Employer. Please contact the Human Resources Department for further details.

NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is 90 Days by either side and/or salary in lieu of notice period on part of the Employer only.

In the event of any breach of the code of conduct or non-performance of contractual obligation or the terms and conditions laid down in this Annexure or if you are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Employer, your services in the Employer could be terminated without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

Misconduct will include but is not limited to:

- Going on or abetting a strike in contravention of any law.
- Causing damage to the property of the Employer or its employees.
- Continued discharge of work functions that do not meet the standards reasonably expected from you.
- Breach of confidentiality/secretcy provisions set out in Annexure A.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management.
- Engaging in outside employment or an outside business unconnected with your duties and obligations.
- Neglect of normal duties and functions.
- Disclosing to any unauthorized person any Proprietary Information or PII, as defined in Annexure A.
- Falsification / manipulation of Appcino time & expense (ATE)
- Falsification / manipulation in Background Verification.
- Engaging in any illegal activities

The Employer further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests and to claim the actual damages it has suffered through any breach.

Absence from work for a consecutive period of five days, without prior approval, including an overstay of leave, will be treated as abandonment of services and you would be subject to immediate termination.

Upon termination of your employment with the Employer, you shall forthwith return to the Employer all the assets, software, code, protocols, manuals, programs, compilations of technical data, client or prospective client lists, Work in Progress and property of the Employer (including leased property), documents, files, books, papers, memos or any other property of the Employer or Connected Entities or their respective clients in your possession or under your control.

In case of employment termination for any reason, the year-end performance incentive (if applicable) as part of your compensation structure would not be processed as part of full & final settlement.

WORK CONDUCT

The Employer expects all employees to maintain highest standard of professional conduct at all times.

In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including termination of employment:

- Irregular attendance: repeated or excessive absence, tardiness or early departures.
- Unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days.
- Falsification of employment records, employment information, or other records prior and after joining the Employer.
- Giving knowingly false statements, either verbally or in written form to any manager or co-employee.
- Excessive personal use of the Employer's telephone, fax or computer systems for non-business reasons.
- Practices such as reading newspaper or magazines in the reception, having obscene posters / work station screen savers at your work place, playing games at your workstation etc.
- Insubordination: willful disobedience of any reasonable and legitimate instructions issued by any member of management or supervision and anyone authorized to act in such capacity, or

addressing such person in an abusive, threatening or contemptuous manner in the presence of others,

- Theft, unauthorized removal or willful damage to any property belonging to another employee, the Employer or to the Employer's customer or visitor.
- Introduction or possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon on the Employer property.
- Corruption, fraud, misappropriation of funds.
- Failure to comply with the policies, guidelines, rules and regulations of the Employer.
- Any act prejudicial to or in conflict with the interests of the Employer.
- Gross negligence.

All employees conduct shall strictly adhere to the Employer's rules and regulations and amendments made to it from time to time.

TRANSFERS

You are liable for transfer / deputation / secondment / training to any branch or to the offices of our associate companies, client locations or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the new assignment.

In all service matters, including those not specifically covered here, such as travel etc., associates will be governed by the rules of the Employer in force, from time to time.

Sexual Harassment Policy

This policy prohibiting harassment applies to all practitioners of Appcino Technologies Pvt. Ltd.

Appcino is committed to providing a work environment free of any intimidation or harassment which is in any way related to an individual's race, color, religion, gender, sexual preference, genetic information, atypical hereditary cellular or blood trait, ancestry, national origin, age, marital and family status, veteran status, disabilities, or any other classification, as protected by local law.

Specifically prohibited is any type of behavior involving verbal or physical conduct by any practitioner which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive or hostile work environment.

Harassment or intimidation includes, but is not limited to, slurs, epithets, threats, derogatory or objectionable conduct in the form of remarks, pictures, objects, inappropriate jokes, teasing, or any other

type of conduct of a physical or verbal nature which is directed against someone due to any of the aforementioned personal characteristics.

Appcino expects that all relationships among persons in and out of the office, from the most senior Practitioner to the most junior administrative staff member, will be businesslike and free of bias, prejudice and harassment.

Appcino recognizes that its practitioners may be subjected to prohibited harassment by non-Employer practitioners who conduct business with Appcino. In these circumstances, the Employer acknowledges its responsibility to support and assist the Practitioner subjected to such harassment.

Sexual Harassment

Prohibited harassment of a sexual nature is more specifically defined as any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual or otherwise hostile nature if:

- Submission to such conduct is made either explicitly or implicitly of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or benefits affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Prohibited Conduct

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Examples of conduct that may be considered to be sexual harassment, depending on the circumstances, may include, but are not limited to: intentional physical conduct which is sexual in nature, off-color jokes or language, sexually suggestive pictures or objects circulated via email, verbal comments about an individual's appearance or sexuality, propositions, sexual advances, sexual or degrading gestures, verbal abuse of a sexual nature and the like, whether communicated in person or through electronic media.

The behavior illustrated as examples above is unacceptable in the workplace and anywhere else involving employment relationships, including but not limited to overnight business trips, business conducted in other offices, business conferences or training sessions, parties sponsored by the Employer, business-related social events, over the telephone or voice mail or by email.

Complaint Procedure

The Employer wants every individual to know that the following procedures exist to report any harassment complaint.

These procedures should be followed whenever an individual believes that he or she has been the subject of harassment or observes or has knowledge of a violation of the Employer's policy on harassment.

- Report the incident or conduct in question to a Supervisor, the Human Resources Representative or the Managing Director. The individual reporting the incident or conduct may choose the one he or she is most comfortable with—the choice is strictly up to the individual.
- Anyone in a Supervisory or Management position who observes or has knowledge of a violation of the Employer's policy on harassment (whether or not a complaint has been filed) has an obligation to report the situation to the Human Resources Representative or the Managing Director.
- Report the offending incident or conduct promptly. The individual making the complaint should also feel free to report the incident or conduct even if in the past it was not reported, or if he or she has taken some time to decide to make the complaint.

The Employer has no requirement for the form or content of a harassment complaint, only that it be made in good faith.

The complaint may be verbal or written. It is suggested that the individual making the complaint provide as much information as possible regarding the offending incident or conduct, such as what happened or is continuing to happen, the person or persons causing the harassment, and the time(s) and place(s) the incident or conduct occurred. If available, the names of witnesses should be provided, but an individual should not hesitate to report harassment merely because there are no witnesses or because he or she cannot identify the witnesses.

The Employer is committed to prompt examination of any harassment complaint received from any of its Practitioners and will take whatever action is appropriate under the circumstances, up to and including termination of employment.

Confidentiality for all parties involved will be respected to the utmost extent possible. The Employer's policy also prohibits retaliation against individuals who in good faith have filed complaints of harassment, even if insufficient evidence is found to support the complaint.

Moreover, if an individual believes that in connection with work for the Employer, a client or an employee or agent of a client is subjecting him or her to harassment, these same procedures to report the harassment should be followed.

Although the Employer may not have the same control over outside persons causing harassment as it does over its own personnel, the Employer will still examine the harassment complaint promptly and take whatever action is appropriate under the circumstances.

If the complaint reported found to be false, then the complainant may be subject to the disciplinary action as decided by the management.

Appcino Technologies Pvt. Ltd.

Human Resources

I have read and understood the above policy terms.

Signature:

Name:

Date:

The above policies and benefits are subject to amendments from time to time. You shall also abide by all other policies, guidelines, rules and regulations of the Employer as shall be in force, from time to time, which may be accessed on the Employer's intranet i.e. www.appcino.com.