



Data Axle Solutions Private Limited
ICC Tech Park
Senapati Bapat Rd, Laxmi Society, Model Colony
Shivajinagar, Pune, Maharashtra 411016

Jun 25, 2024

Rohan Nair
Via ADP: rohan.nair12@gmail.com

RE: Data Axle Employment Agreement

Dear Rohan,

On behalf of Data Axle Solutions Private Limited ("Data Axle" or Company), I am pleased to welcome you to our team as **Associate DevOps Engineer-ID1832**. In this position, you will be expected to devote your full business time, attention and energies to the performance of your duties with the Company. We are pleased to present to you our employment agreement effective **Jul 8, 2024** based on the following terms & conditions:

1. *Office Location and Working Hours.* The primary office location will be Pune, India. Employees shall work 45 hours per week based on a five day working week. The normal working hours and working time of each employee would be governed by the Company policies pertaining to the same and will depend on the specific duties assigned and the department requirements. The initial work timings will be informed at time of joining. If necessary, the Employee shall work such additional hours as may be necessary for the Employee to perform his/her duties effectively.

2. *Compensation.* The Company will pay you an Annual Cost To The Company (CTC) of **Rs. 9,25,000** in accordance with the Company's standard payroll policies, including compliance with applicable withholding requirements. The detailed breakup has been attached (**Annexure A**) for your reference. The first and last payment by the Company to you will be adjusted, if necessary, to reflect a commencement or termination date other than the first or last working day of a pay period.

3. *Benefits and Obligations.* During the term of your employment, you will be entitled to the Company's standard vacation and benefits covering employees at your level, as such may be in effect from time to time, subject to and in accordance with applicable law. All active employees of the Company who are regularly scheduled to work 30 hours or more per week are eligible to participate in the plan on their date of hire. More details on your benefits package is shared as an attachment separate from this offer letter. You will also be entitled to receive any statutory benefits in accordance with and subject to applicable law. You will be required to perform your duties in a professional manner in accordance with the provisions of the terms and conditions contained herein and all applicable Company policies.

4. *Prior Employment Relationships; Conflicting Obligations.* If you have not already done so, we request that you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity whether for remuneration or profit or otherwise, without the prior written consent of the Company, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

5. *Confidentiality and Inventions Agreement.* As a condition of this offer of employment, you will be required to complete and sign the Company's standard form of Confidentiality and Inventions Agreement (**Annexure B**).

6. *Background Check; Contingencies.* This employment agreement is contingent and conditional upon the satisfactory completion of background screens to be performed by the Company and/or independent contractors of the Company. If such checks fail to satisfy the Company's requirements for employees at your level, this employment agreement shall be rescinded.

7. *Probation.* You will be on probation for a period of three months from the date of joining. At the end of probation period, based on your performance evaluation, your services will be confirmed in the regular employment of the Company, in writing. The Company reserves the right to extend your probation period further, if your performance is not as per expectations. Employment maybe terminated by us without notice during probation.

8. *Termination.* Company reserves the right to terminate your employment with immediate effect in the event of any misrepresentation, incorrect or inadequate disclosure or concealment of facts on your part. Further, Company reserves the right to terminate your employment with immediate effect upon a determination made by it that you have: (i) breached the terms and conditions of this employment agreement; (ii) breached any policies of Company; (iii) failed to discharge your duties in accordance with the terms and conditions of this employment agreement and any applicable Company policies; (iv) committed an act/omission which constitutes misconduct (v) failed to successfully complete any performance improvement plan; or (vi) committed any act/omission that requires disciplinary action.

If Company believes it is necessary as a party of any disciplinary proceedings or in order to investigate a complaint against you, it may suspend you for so long as it may think fit, without prejudice to its right to subsequently terminate this Agreement on the same or any other ground. This contract of employment is subject to termination by either party giving 60 days notice in case your employment is confirmed by the Company. For employees who are on probation, either party can terminate the contract of employment by giving a notice of two weeks. Either party is not bound to give any reason thereof. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period, by paying you salary in lieu of notice for the remainder of the notice period and is not bound to give any reason thereof. On acceptance of the separation notice, before you are relieved you will hand over to the Company all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings and you shall not reproduce or retain any copies of these items.



Data Axle Solutions Private Limited
ICC Tech Park
Senapati Bapat Rd, Laxmi Society, Model Colony
Shivajinagar, Pune, Maharashtra 411016

On termination, you shall receive any accrued but unpaid salary, benefits and all other payments on the next regularly scheduled payroll date or as required by applicable law. However, Company shall have the right to deduct any outstanding amounts owed by you to it and you expressly authorize Company to deduct such outstanding from your full and final settlement.

9. *Retirement.* The age of retirement from the Company shall be on attainment of sixty years.

10. *Assignment.* Any attempted assignment, transfer, conveyance or other disposition of your right to compensation or other benefits under this employment agreement, shall be null and void.

11. *Consent to use information.* You hereby consent to the collection of your personal information including your sensitive personal information by the Company in relation to your employment at the Company, including for the purposes of conducting background checks and screens, and for the processing of your benefits while you are employed with the Company. You further consent to the Company sharing such personal information with authorized third parties for legitimate purposes in connection with the Company's business and in compliance with applicable law.

12. *Modification.* Any modification of this employment agreement or additional obligation assumed by you or the Company in connection with this employment agreement shall be binding only if evidenced in writing signed by you and the Company. Provided however that the Company may in its sole discretion and subject to applicable law, modify/ change the terms of any policies, benefit plans or payouts, which are applicable to all employees or any class/grade of employees without the requirement of obtaining your prior consent.

13. *Waiver and Severability.* Any failure or delay on the part of the Company to enforce its rights under this Agreement shall not constitute a waiver on its part in relation to such rights, unless agreed to specifically in writing. If any provision of this employment agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provisions of this employment agreement, and this employment agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. *Applicable Law.* The validity, interpretation, construction and performance of this employment agreement shall be governed by the laws of India. Any and all disputes that arise in connection this employment agreement shall be subject to the exclusive jurisdiction of the competent courts at Pune, India.

Via the link provided, please type your name as it appears on your Application to duly accept all of the terms and conditions of this Employment Agreement including the Offer Letter, Compensation Statement, and Employee Confidentiality and Inventions Statement, within 48 hours of receipt.

If you have any questions related to this employment agreement, please contact me at priyanka.patil@data-axle.com. Thanking you and looking forward to a long and beneficial association with you.

Sincerely,

Priyanka Patil
Lead, Talent Acquisition
Data Axle Solutions Private Limited

ANNEXURE A**(Total Compensation Statement)**

	Offer (INR)
Base Pay (A)	8,59,985
Basic Salary	3,86,993
House Rental Allowance	1,54,797
Leave Travel Allowance	32,249
Special Allowance	2,85,945
Retirals (B)	65,015
Provident Fund (Employer Contribution)	46,439
Gratuity *	18,576
Total Fixed (A) + (B)	9,25,000

* Gratuity is paid as per Payment of Gratuity Act, 1972

ANNEXURE B**EMPLOYEE CONFIDENTIALITY AND INVENTIONS AGREEMENT**

This Employee Confidentiality and Inventions Agreement ("Agreement") is made between Data Axle Solutions Private Limited including, without limitation, any and all of its subsidiaries and corporate affiliates under common ownership and control (hereinafter, "Company") AND Rohan Nair ("Employee").

In consideration of, and as part of the terms of, Employee's employment by the Company, the compensation paid and to be paid by the Company to Employee, Employee agrees and confirms that the following has and continues to apply:

1. Confidentiality

1.1 Confidentiality Definitions: "Confidential Information" means (a) all Information that Employee may acquire from the Company, its other employees, its suppliers or customers, its agents or consultants, or others, during Employee's employment by the Company, that relates to the present or potential businesses, products or services of the Company, as well as any other Information as may be designated by the Company as confidential or that a reasonable person would understand from the circumstances of the disclosure to be confidential; and (b) all Information Employee creates or acquires, whether in print, electronic, or other form, in the course of any Included Activity (as defined in Section 2.1). "Information" means all forms and types of financial, business, marketing, sales, operations, scientific, technical, economic and engineering information, whether tangible or intangible, including without limitation, patterns, plans, compilations, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, computer programs and designs, know-how, databases, product names or marks, marketing materials or programs, plans, specifications, customer lists, supplier lists, price lists, costing information, employee and consulting relationship information, accounting and financial data, profit margin, marketing and sales data, strategic plans, business or financial projections and all other proprietary or trade secret information, irrespective of the form of media in which that information is fixed or transmitted.

1.2 Acknowledgment: Employee recognizes and acknowledges that: a) Confidential Information is a valuable, special and unique asset of the Company's business; b) Employee's access to and knowledge of Confidential Information is required for Employee to perform Employee's duties as an employee of the Company; c) it is important to the Company's legitimate business interests that (1) the confidentiality of the Confidential Information be preserved; and (2) the Confidential Information only be used for the benefit of the Company; and d) disclosure or use beyond the permitted scope of Confidential Information entrusted to the Company by its customers and contractors would expose the Company to substantial damages.

1.3 Restrictions: Except as expressly directed by the Company, Employee will not, during or after the term of Employee's employment by the Company, disclose Confidential Information to any person or entity for any reason or purpose whatsoever, nor will Employee use any Confidential Information for Employee's own purposes or for the benefit of any person or entity. To the extent that applicable law restricts the duration of the confidentiality and nonuse obligations set forth in this Section 1.3 (the "Confidentiality and Non-Use Obligations") for Confidential Information that is not or ceases to be considered trade secret under applicable law, the Confidentiality and Non-Use Obligations will remain in effect only during the term of Employee's employment by the Company and then for a period of five years after that.

1.4 Exclusions: The Confidentiality and Non-Use Obligations do not apply to any Information that Employee can establish through clear and convincing tangible proof: (a) Employee knew both prior to employment and other than by disclosure by the Company; (b) was lawfully in the public domain and generally known in the trade prior to its disclosure hereunder, or becomes publicly available and generally known in the trade other than through a breach of this Agreement; or (c) was specifically authorized for non-confidential disclosure by the Company, other than by Your own decision.

1.5 Required Disclosures: Employee will notify the Company promptly upon learning about any court order or other legal requirement that purports to compel disclosure of any Confidential Information and Employee will cooperate with the Company in the exercise of the Company's right to protect the confidentiality of the Confidential Information.

1.6 Return of Confidential Information: All copies of and notes upon Confidential Information and all works incorporating Confidential Information, are and will continue to be the exclusive property of the Company. Immediately upon any termination of Employee's employment or at any time upon the request of the Company, Employee will deliver to the Company, or its designee, all of such Confidential Information and all other Company property then in Employee's actual or indirect possession or control in any tangible or electronic form. If Employee and Company agree that certain copies cannot reasonably be delivered, Employee will provide reasonable evidence that those copies have been destroyed.

1.7 Third Party Information: Employee acknowledges that the Company has received and may in the future receive confidential and proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality or limit use of such information. That third party information also comprises Confidential Information under this Agreement. Employee agrees that Employee owes the Company and those third parties, both during the term of Employee's employment and for the duration of any agreement with those third parties, a duty to hold all such confidential or proprietary information in strictest confidence.

2. Intellectual Property & Creations

2.1 Definitions: "Included Activity" means, at any time of determination, any activity conducted by, for or under the direction of the Company, whether or not conducted at the Company's facilities, during working hours or using the Company assets, or that relates directly or indirectly to (a) the business of the Company as then operated or under consideration or development or (b) any method, computer program, apparatus, design, plan, model, specification, formulation, technique, product, service, process (including without limitation, any business processes and any operational processes) or device, then purchased, sold, leased, used or under consideration or development by the Company. "Creations" means all ideas, discoveries, improvements, inventions (including without limitation discoveries of new technology and improvements to existing technology), Confidential Information, know-how, innovations, writings, original works of authorship or other expression including without limitation literary, audiovisual, sculptural, pictorial, musical works or sound recordings, photographs or motion pictures, compilations or any other developments or improvements on any of the foregoing, whether or not reduced to practice or fixed in tangible means and whether or not patented or patentable, or registered or register-able under patent, copyright, trademark or similar statute, that arise out of any Included Activity.



Data Axle Solutions Private Limited
ICC Tech Park
Senapati Bapat Rd, Laxmi Society, Model Colony
Shivajinagar, Pune, Maharashtra 411016

2.2 Assignment: Employee hereby sells, transfers and assigns to the Company, or its designee, Employee's entire right, title and interest in and to all Creations that Employee solely or jointly makes or has made, discover, invent, author, create, develop, or otherwise originate or conceive, (i) during the term of Employee's employment with the Company or (ii) on or before the first anniversary of the date of termination of Employee's employment with the Company, provided that this clause (ii) only applies to those Creations that Employee solely or jointly makes or has made, discover, invent, author, create, develop, or otherwise originate or conceive that are directly related to the Company's line of business. Employee acknowledges that all copyrightable materials that Employee creates or originates within the scope of Employee's employment by the Company constitutes "works made for hire," as that term is defined in the United States Copyright Act 17 U.S.C. § 101. Employee's obligation to assign do not apply to patent rights in any invention that Employee can demonstrate through tangible proof that (i) Employee developed entirely on Employee's own time and did not involve the use of equipment, supplies, facility, or Confidential Information, and (ii) does not relate to the Company's business or to the Company's current or known anticipated research or development, and does not result from any work that Employee performed for the Company.

2.3 Disclosure & Cooperation: Employee will communicate promptly and disclose to the Company, in such form as the Company may reasonably request, all information pertaining to any Creations, and Employee will execute and deliver to the Company or its designee such formal transfers and assignments and such other papers and documents and will give such testimony as the Company may deem necessary or require in order to develop, preserve or extend the Company's rights relating to any Creations and to permit the Company or its designee to file and prosecute patent applications, to file any trademark, service mark or trade name application and, as to copyrightable material, to obtain copyright registrations thereof. Employee agrees that if the Company is unable because of Employee's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Employee's signature to apply for or to pursue any application for any United States or foreign patents or mask work or copyright registrations covering Creations, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act on Employee's behalf and to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations thereon with the same legal force and effect as if Employee had executed them.

3. Enforcement Employee agrees and acknowledges that the Company will suffer irreparable injury and damage and cannot be reasonably or adequately compensated in monetary damages for the loss by the Company of its benefits or rights under this Agreement as the result of any violation of Employee's obligations under Sections 1, 2 or 3 of this Agreement. Accordingly, the Company is entitled, in addition to all other remedies that may be available to it (including monetary damages), to injunctive and other available equitable relief, without payment of bond or proof of actual injury, in any court of competent jurisdiction to prevent or otherwise restrain or discontinue any such threatened or actual violation.

4. Governing Law & Jurisdiction This Agreement is governed by and construed and enforced in accordance with the laws of India and all disputes shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The venue for arbitration will be Pune.

5. Notices All notices, requests, instructions or other documents to be given hereunder will be in writing or by written telecommunication, and will be deemed to have been duly given if (i) delivered personally (effective upon delivery), (ii) mailed by certified mail, return receipt requested, postage prepaid (effective five business days after dispatch), (iii) sent by a reputable, established courier service that guarantees next business day delivery (effective the next business day), or (iv) in the case of notices to You, sent by email followed within three days by sending confirmation by one of the other foregoing methods. Notices to You should be sent to Employee at the address set forth in the Company's records.

6. Captions The captions of sections or subsections of this Agreement are for reference only and do not affect the interpretation or construction of this Agreement.

7. Severability If any provision of this Agreement is, in whole or in part, determined to be invalid, unenforceable or void for any reason, such determination will affect only the portion of such provision determined to be invalid, unenforceable or void and will not affect in any way the remainder of such provision or any other provision of this Agreement, and the invalid, unenforceable or void provision will be enforceable to the fullest extent possible to reflect the parties' intentions hereunder.

8. Binding Effect; Benefits; Assignment This Agreement is binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. The Company may assign its rights under this Agreement, without Employee's consent or notice. Employee may not assign Employee's rights or delegate his obligations under this Agreement and any such attempted assignment or delegation will be void and of no effect. Nothing in this Agreement is intended to or will confer any rights or remedies on any third party other than the parties hereto and their respective heirs, successors and permitted assigns. This Agreement will survive any and all changes in Employee's employment with the Company for any reason.

9. Entire Agreement; Amendment; Waiver This Agreement sets forth the sole and entire agreement and understanding between the Company and Employee with respect to the specific matters contemplated and addressed hereby. No prior agreement, whether written or oral, shall be construed to change or affect the operation of this Agreement in accordance with its terms, and any provision of any such prior agreement that conflicts with or contradicts any provision of this Agreement is hereby revoked and superseded. This Agreement may be amended only by a written instrument executed both by Employee and by an officer of the Company with the power to bind the Company to agreements of this nature. Employee may not execute any such amendment on behalf of the Company. No consent to or waiver of any violation of any of Employee's obligations, and no failure by the Company to complain of any such violation, shall be effective unless it is in writing and executed by such a Company officer. No such consent, waiver or failure to complain shall be deemed to be a consent to or waiver of any other violation of this Agreement, whether occurring prior to or after such consent, waiver or failure to complain.

10. Acknowledgment Employee acknowledges that this Agreement is a condition of Employee's employment with the Company, and that Employee has had a full and adequate opportunity to read, understand and discuss with Employee's advisors, including legal counsel, the terms and conditions contained in this Agreement prior to signing hereunder.

Acceptance: Via the link provided, please type your name as it appears on your Application to duly accept all of the terms and conditions of this Employment Agreement including the Offer Letter, Compensation Statement, and Employee Confidentiality and Inventions Statement. Welcome to Data Axle!