



PRIVATE & CONFIDENTIAL

November 12, 2021

Mr. Tanuboddi Harinath Reddy
Vijaywada, Andhra Pradesh

OFFER LETTER

Dear **Harinath**,

Futureense Technologies Private Limited ("Futureense" or "Company") is pleased to appoint you as a **Trainee Data Engineer**, subject to your acceptance of this offer of employment. Your job would be based out of Bangalore. However, you may be deputed to client locations in India as per project requirements.

1. Training Program

Futureense agrees to sponsor you for the Data Engineering Training Program for a specified period of 5 months (2 months online followed by 3 months of classroom training in Bangalore). Your online training is scheduled to start from **November 22, 2021**.

You agree to attend the training as mentioned below at times stipulated by Futureense – Training Schedule:

Session	Period	Timeline
Online	2 Months	3 days a week (3 hours per day)
Classroom (in Bangalore)	3 Months	6 days a week

You agree to devote your full time, attention and abilities to the tasks and assignments set out in the training program. You agree to comply with our procedures and standards, including health and safety, at all times during the training program. During the training program, in case you come across to any confidential information related to clients or projects, you agree not to use or disclose this information to any person either during the period of the training or at any time afterwards. During your training, it is expected that you will be 100% committed to the training program.

Your travel cost to Bangalore, and accommodation expenses (on a 2-sharing basis) will be borne by Futureense during the training program.

Subject to your successful completion of the training program, Futureense will deploy you on client projects. Your deployment start date is herein after referred to as "deployment date".

2. Compensation:

Effective from your deployment date, your annual CTC ("Cost To Company") for the first year consists of the components shown below:

Components	Annual Cost To Company (in INR)
Basic Salary	3,70,519
House Rent Allowance	1,85,259
Base Salary	5,55,778
Employer Contribution to Provident Fund	21,600
Employer Gratuity	17,822
Insurance Premium	4,800
Retention Bonus *	50,000
Data Engineering Training Program **	1,50,000
Continuing Education Program ***	1,50,000
Total Cost To Company	9,50,000
Reimbursements/Benefits	
Mediclaim Insurance (For immediate family only)	3,00,000
Accidental Insurance	20,00,000

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All components of **Base Salary** will be paid in monthly installments by the 5th of the subsequent month. All components of your compensation are subject to applicable withholdings and deductions.

** Retention Bonus will be payable on completion of 12 months with Futureense commencing after the deployment date.*

*** Data Engineering Training Program for 5 Months (2 months online + 3 months classroom) immediately on joining and prior to deployment. In case you do not complete the training program or terminate employment within 12 months of deployment date, you will be liable to reimburse this cost of training to Futureense.*

**** Continuing Education Program with Futureense during the 12 months following the deployment date includes:*

(i) PG Certification Program from one of the IITs

(ii) One to one mentoring by industry experts and thought leaders from 3AI

Subject to your performance, you may also be eligible for ESOPs in Futureense which will vest post completion of 12 months with Futureense after the deployment date.

3. Job Title, Office Timings & Leave Policy:

Your position and title information are merely descriptive and not intended to limit your duties or functions. Furthermore, your designation and role may be changed by Futureense upon giving prior notice to you.

During the Training Program, your Classroom Training hours are 9 AM to 5 PM (Monday to Saturday).

Post your deployment date; your working days will be Monday to Friday. On Saturdays, you will be expected to pursue the Continuing Education program. Further, Futureense reserves its right from time to time to assign your work in timings or days as required as per business needs.

Futureense will release a list of 12 national & festival holidays each year. You will be granted compensatory off for any work on holidays. Post your deployment date, you will be eligible for an annual leave of 18 days in any calendar year (January through December), which should be taken after consideration of business priorities and after approval from Futureense.

These may change based on your role and business requirement and will be communicated to you from time to time. You are required to complete 42.5 hours per week and you will be required to maintain the records of the same and update as required in the electronic time sheets software or any equivalent system provided by Futureense.

4. Contingencies & Termination:

The Company may terminate your employment for any reason by giving you Three (03) months prior written notice or Three (03) months base salary in lieu thereof. You may terminate your employment by giving the Company no less than Three (03) months prior written notice or Three (03) months base salary in lieu thereof.

The Company may terminate the service, with immediate effect in the event of any of the following:

- i. Fraudulent or dishonest actions; engaging in serious misconduct;
- ii. Negligence in performance; unsatisfactory performance;
- iii. Breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to Company's Property, reputation, goodwill, business;
- iv. Failure to comply with the directions given to you by persons so authorized;
- v. Insolvency or conviction for any offence involving moral turpitude;
- vi. Contravening the provisions of the Non-Disclosure Agreement;
- vii. Irregularity in Your attendance, or your unauthorized or unapproved absence from work for more than 6 consecutive days. For the sake of clarity, unapproved absence due to medical reason will be accepted only upon furnishing registered doctor's certificate, medical bill or any other proof/document as may be requested by the Company;
- viii. Approved absence on medical grounds for continuous period of 30 consecutive days or more;
- ix. Conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients.

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Please note that the offer is contingent upon a number of additional steps in the employment process including, but not limited to, appropriate proof of successful completion of your present level of education, successful completion of your background and references checks, and successful completion of the Data Engineering Training Program.

4. Rules, Policies & Procedures:

Please note that as a condition of your employment you will be bound by the Code of Conduct and policies relating to your employment as may be issued, updated, varied and supplemented by the Company. Any violation of the Company policies may subject you to disciplinary action, upto and including dismissal. In accordance with the Company's Code of Conduct, you acknowledge that in course of your employment with the Company or after termination of your employment, you will not make any unauthorized use of documents or other information, which are confidential or proprietary information of Company or its clients or employees.

Futureense may, at its discretion, require you to perform additional or other duties, not within the scope of your normal duties and may at its discretion amend your Job Description at any time. During the period of your employment, you shall whenever required by the Company, undertake such traveling in India and elsewhere in connection with or in relation to the business of the Company. You may also be placed in the work premises of any client of the Company, as may be determined by the Company at its sole discretion.

5. Place of Work & Duties:

Your normal place of work is our office in Bangalore. Futureense may, however, require you to work at such other locations as per client requirement. You may also be required to travel to fulfill the duties of your employment.

You shall ensure that during the Term, you shall not behave in such a manner that would be construed as being in violation of the policies of the Company and/or of applicable law. In addition to the above, you shall at all times during the Term:

- i. keep the Company promptly and fully informed in writing (emails included) of your conduct of the business or affairs of the Company and also provide such further information, records and/or explanation as the Company may require within 15 days of receipt of such request from the Company;
- ii. confirm to the normal working hours as per the policies of the Company and applicable law;
- iii. not directly or indirectly request, agree to receive, or accept kickbacks, payoffs or other payments or transfers of anything of value in monetary terms;
- iv. not at any time make or cause or permit to be made any untrue or misleading statement in relation to any products or services provided by the Company or in relation to the Company.
- v. not to disparage the Company or any of its officers and employees, or act in any manner whatsoever which may damage the business of the Company or which would adversely affect the goodwill, reputation, and business relationships of the Company with the public generally, or with any of its patrons, clients, patients and customers, whether existing, prospective or otherwise;
- vi. make full and true disclosure in writing to the Company of any direct or indirect interest the you have or had in connection with any contractual arrangements, dealings, transactions or affairs of the Company;
- vii. not take employment with or obtain work in any capacity or designation from any other person, firm, company or any other entity, whether office-based or home-based, whether in India or elsewhere, whether for consideration or otherwise, in any business or profession related however remotely to the business of the Company or otherwise, in any form or manner whatsoever during the Term;
- viii. be in compliance with all applicable present and future data privacy and data protection laws, rules and regulations; and
- ix. be in compliance with the Company's IT policies, particularly be in compliance with matters involving Cyber Security Risks. Towards addressing Cyber Security Risks, the Company reserves the right to send deceptive 'simulated phishing' email to you from time to time to gauge staff security awareness and compliance. You are advised that by clicking on 'simulated phishing' email by you shall be looked at adversely by the Company and repeated clicking on such 'simulated phishing' emails will be considered as breach of the terms and conditions herein, and may result in termination of your engagement with the Company.

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During your employment with the Company you are required to adhere to the Company's policies and procedures. The Company reserves the right to amend these from time to time and when amendments are made you will be notified of any changes. It is your responsibility to ensure that you are familiar with and understand these policies and procedures. You will also be required as a condition of employment to accept and sign an agreement with various policies and procedures of the Company's clients as part of your employment where you are engaged by the Company to provide services to such clients.

6. Non- Compete and Non-Solicitation:

You acknowledge that, during your employment with Futureense, you are likely from time to time to obtain knowledge of trade secrets, Intellectual Property rights and other Confidential Information of the Company and its Affiliates and to have dealings with the customers, clients and suppliers of the Company.

You undertake that, you shall not, for the duration of the Term, and for a period of [12] months after such date, either personally or through an agent, company or through a partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or agent or in any other manner whatsoever, whether for profit or otherwise:

- i. be concerned in any business that directly or indirectly competes with the business of the Company;
- ii. accept employment or engagement as a consultant with any client of the Company without the permission of the Company in writing;
- iii. except on behalf of the Company, canvass or solicit business for services similar to those being provided by the Company, from any person who is a customer of the Company;
- iv. directly or indirectly, solicit, recruit, induce or attempt to persuade any customer, client, employees, suppliers, vendors, consultants of the Company and/ or its affiliates to cease to be a customer, client, employees, suppliers, vendor, consultant of the Company and/ or its affiliates for the Employee's own benefit or for the benefit of any other person or entity; and
- v. directly or indirectly, solicit, recruit, induce or attempt to persuade any director, senior management personnel or employee of the Company and/ or its affiliates to leave the employment of the Company and/ or its affiliates.

You recognize that the foregoing covenants and the time and other limitations with respect thereto, are reasonable as to the duration and subject matter, properly required for the adequate protection of the value and goodwill of the Company, and agree that such limitations are reasonable with respect to the business activities of each of the employee and the Company.

7. Remuneration & Performance Review:

Post your deployment date, your performance and salary will be reviewed on Half -Yearly basis. The purpose of salary review is to ensure that employees remain competitively compensated but this may not necessarily lead to an automatic entitlement of a salary increase. Salary increase will depend on your appraisal performance. After every 6 months, you will participate in an appraisal of your performance to provide you feedback on your performance and provide a means of reviewing your performance.

You shall be responsible for your own personal tax matters. Increments will also depend on the Company performance in addition to that of the individual.

Your salary is strictly confidential, and you are expected to maintain its confidentiality. Any breach of this confidence will be viewed with utmost seriousness.

8. Confidentiality:

During the course of employment with the Company all information, whether verbal, in writing or stored by electronic or mechanical means, including all notes, analyses and studies prepared by you, whether relating to the Company, its Customers or any company within the group of companies is strictly confidential.

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During or after your employment with Futureense, you are expected to professionally protect all confidential matters of Futureense and shall not reveal any of the affairs or secrets of the Company to any other person(s) or use or attempt to use any information which you may acquire in the course of your employment in any manner which may injure or cause loss to the Company.

Futureense foresees that, during the course of your employment, you may create, originate, conceive, discover, design, develop and/or make works in or relating to which there may be Intellectual Property Rights. All Intellectual Property Rights in or relating to all or any works made during the course of your employment shall solely belong to and is the absolute property of the Employer – Futureense.

“Intellectual Property” means:

- i. Patents, patent applications, patent disclosures and invention (whether patentable or not);
- ii. Trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith;
- iii. Copyrights and copyrightable works (including, without limitation, computer programs and mask works) and registrations and application for the registration thereof;
- iv. Trade secrets, know-how and other confidential information;
- v. waivable or assignable rights of publicity and waivable and assignable moral rights;
- vi. Unregistered and registered design rights and any application for the registration thereof;
- vii. Data, database rights and all other forms of intellectual property and all rights or forms of protection of a similar nature in any jurisdiction.

Further, your responsibilities relating to any Confidential Information include, but are not limited to:

- i. You shall not try to gain access to any Confidential Information, except as entrusted in furtherance of your duties. You also understand that, for any reason, if you gain access to such Confidential Information, you shall immediately inform the Company of the same and the reasons for gaining such access/intrusion. You undertake, under such circumstances, to maintain utmost confidentiality of such Confidential Information.
- ii. You shall keep all Confidential Information, confidential and shall not disclose the same to any third party or use the same for your own benefit or for the benefit (financial or otherwise) of any third party, except as expressly permitted herein or except with the prior written consent of the Company.
- iii. You shall protect the Confidential Information received with all reasonable care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorized use.
- iv. You agree that you shall never directly or indirectly copy, duplicate, disseminate, publish, transfer, disclose, or divulge any of the Confidential Information to any firm, individual, entity, institution or other third party, unless otherwise so specifically authorized in writing, in advance, by the Company or to the extent required to perform your duties in terms herein.
- v. Your confidentiality obligations shall not prevent you from disclosing the same if required by applicable law or under the orders of any court of competent jurisdiction or other competent legal authority, provided that you give the Company notice of such intended disclosure and an opportunity to oppose the same.
- vi. You confirm that all Confidential Information shall remain the sole and absolute property of the Company, in and to any of the Confidential Information, or part thereof, created in whole or part by you.
- vii. In order to secure or preserve Confidential Information, the Company shall have the right at all times to deactivate, disable, remove or prevent access to any Company property, including computers, servers, computer networks, email accounts, databases, storage, and vehicles.

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9. Contract Formation and Execution:

This offer, as to its subject matter, contains a complete statement of all agreements between you and the Company, constitutes the entire understanding between you and the Company, and supersedes all prior or contemporaneous verbal or written agreements.

You hereby agree to fully indemnify, and hold harmless, and keep indemnified the Company including its affiliates, employees, directors, officers, consultants, agents, advisors, representatives and assigns, from and against, all losses, claims, actions, proceedings, suits, penalties, expenses, damages, fees (including reasonable attorneys' fees), arising directly or indirectly, as a result of, from or pursuant to any breach or alleged breach of any of the terms and conditions herein.

Your employment is governed by the laws of India. All disputes subject to Bangalore jurisdiction.

We are looking forward to your joining the Company. We ask that you confirm your acceptance by signing and dating this offer letter in the place designated below and returning this letter to the Company, retaining the additional copy for your reference. In the event that we do not receive your acceptance within **3 business days** of the date of this letter, we will assume that you have declined this position and this offer will lapse. Your signature below confirms that you are not subject to any contractual or other restriction or obligation that is inconsistent with your accepting this offer of employment and performing your duties other than what you have already disclosed.

Sincerely Yours,

For and on behalf of **Futureense Technologies Private Limited**

Samrat Bose

Manager – Human Resources

I hereby accept employment on the terms and conditions stated above.

Signature

Name: _____

Date (DD/MM/YY): ____/____/____

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