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July 06, 2023

Samarth Agarwal

239/03 Kangi wali gali, Yahiyaganj Lucknow, Uttar Pradesh 226003

Dear **Samarth Agarwal**,

We are pleased to offer you the position of **Associate Software Engineer** at Tekion India Private Limited (the "**Company**"). The terms and conditions of our offer are set out in this letter.

Cost to Company

Your total Cost to Company will be **INR 1,500,000/- (Fifteen Lakh Only)** per annum. The detailed salary break-up is mentioned in **Annexure A.**

The Company shall withhold the appropriate amount of Indian income taxes from the salary paid to you. You shall be responsible for filing your personal returns and comply with other requirements under Indian tax law.

Joining Bonus

As part of the offer you have been extended a one-time Joining bonus of **INR 200,000 (Two Lakh Only)** subject to applicable withholding taxes. The full Joining bonus amount (as stated above) is recoverable if you voluntarily leave the Company within Twelve months of joining.

Stock Options

We will recommend to the Board of Directors of our parent company, Tekion Corp. ("**Tekion**"), that you be granted the opportunity to purchase up to **2,000(Two Thousand Only)** shares of common stock of Tekion under Tekion's 2016 Equity Incentive Plan (the "**Plan**") at the fair market value of Tekion's common stock, as determined by the Board of Directors on the date the Board approves such grant. These shares shall vest as follows:

- (a) 2,000 of the shares you will be given the opportunity to purchase will vest at the rate of twenty-five percent (25%) of the shares at the end of your anniversary with the Company for the first year and from there after it will be monthly vesting, so long as you remain employed by the Company.

Please note that the grant of such options is subject to approval by the Board of Directors of Tekion and this promise to recommend such approval is not a promise of compensation and is not intended to create any obligation on the part of the Company. Further details on the Plan and any specific option grant to you will be provided upon approval of such grant by Tekion's Board of Directors.

Appointment

You have been made an offer as **Associate Software Engineer**

- (a) The place of employment shall be Bangalore and the normal office timings will be from 9:30AM to 6:30 PM. However, depending on the time constraints within which the Company may have to provide services to its clients, you will undertake to make yourself available in respect of the business of the Company during such times.
- (b) You may also be transferred, seconded or deputed to any of our associate, sister concerns, subsidiaries, group company or any other affiliated companies/concerns/organizations/firms with whom the Company may make an arrangement or agreement from time to time. In such cases of transfer, you will be governed by the relocation policies and policies of the Company existing at that time.

Policies, Procedures, Rules & Regulations

You shall, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time.

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You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time including but not limited to the provisions of the Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States of America and the Bribery Act 2010 of the United Kingdom. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

Leave and Holidays

You will be eligible to the leaves and holidays in accordance with the policy of the Company as may be declared from time to time.

Probation Period

You will be on probation for a period of **6 (Six) months** from the date of your joining the Company, where after, if your services are found satisfactory, you will be confirmed by means of a written intimation. During the probationary period your employment can be terminated by the Company as per applicable law. The Company reserves the right to reduce, dispense with or extend your probation period at its absolute discretion.

During the period of probation, your services shall be terminable by giving one month's notice or one month's basic pay in lieu thereof on either side at the sole discretion of the Company management.

Duties and Responsibilities

You shall perform the duties and undertake responsibilities within the mandate of work place and office policies of the Company, as modified from time to time, at the discretion of the Company, and shall use sincere and dedicated efforts to effectively carry out all duties and responsibilities assigned to you by the manager/supervisor and others authorized by the Company to assign such duties and responsibilities.

You agree that you shall not at any time during the term of this Agreement, without the prior written consent of the Company, be engaged, employed, concerned or interested, directly or indirectly, in any other employment, business or occupation that may conflict with your duties to the Company.

Employee Invention Assignment and Confidentiality Agreement

As a condition of your employment with the Company, on or prior to joining, you will be required to execute with the Company, an Employee Invention Assignment and Confidentiality Agreement, as per a draft provided by the Company. The Company reserves the right to terminate your employment in case of any breach or non-compliance on your part of the terms of such agreement.

Sensitive and Personal Data or Information

The Company may, in connection with your employment, collect sensitive personal data or information ("SPDI") relating to you. Such SPDI may be collected from you and some limited SPDI may be recorded directly or indirectly by internal security systems or by other means. By accepting our offer, you expressly consent to the following: (i) the collection, use, processing and storage of your SPDI; (ii) the transfer worldwide of your SPDI held by the Company to other employees and offices of the Company's worldwide organisation and to third parties where disclosure to such third parties is required in the normal course of business or by law; (iii) that you shall have read and understood the Company's privacy policy, as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; (iv) use of your personal images and voices in marketing material, videos, etc.; and (v) treating any personal data to which you have access in the course of your employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you.

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Non-Disparagement

During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

Terms of Termination of Employment

Following the successful completion of your probationary period, either party can terminate this employment by serving a notice of one month on the other. The Company may, at its sole option, pay salary in lieu of the notice period to terminate employment with immediate effect.

The Company reserves the right to terminate your employment immediately without notice or payment in lieu of notice if you are found guilty of misconduct or negligence or have committed any breach of the terms and conditions of this offer.

Consequences of Termination of Employment

You hereby agree that upon termination of this Agreement by either of the Company or you, you shall return all the properties belonging to the Company in its possession as per the instructions of the Company and hand over charge to the designated representative of the Company. You also agree that failure to return the property of the Company upon termination shall be deemed to be criminal breach of trust.

Governing Law and Jurisdiction

Your employment with the Company shall be governed and construed in accordance with the laws of India. The Company and you irrevocably submit to the exclusive jurisdiction of competent courts situated at Bangalore and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

This offer of employment and your commencement and continuation of employment with the Company is conditional upon:

- (a) where relevant, the obtaining of all required employment and/or visa approvals from the relevant government authorities to enable you to work with the Company;
- (b) Company's satisfaction with the results of any required reference and background checks as well as verification of your employment and salary history; and
- (c) your full and complete disclosure to the Company of any and all agreements (non-competition, non-solicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Company in this offer of employment.

Any false information provided by you or at your request may result in the Company's withdrawal of this offer or immediate termination of your employment with no payment in lieu of notice or any other compensation to you.

We are pleased to have you as a member of the Company, and we look forward to working with you. We hope you will find the Company a great and rewarding place to be.

To indicate your acceptance of this offer, please review, sign and return one copy of this offer letter along with the signed Tekion Employee Invention Assignment and Confidentiality Agreement. **This offer expires five days from the date of this letter. If you do not accept or begin employment by the required date, Company reserves the right to withdraw this offer of employment.**

You are required to treat this offer letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants) without our prior written consent.

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Should you have any queries or require any clarification of any points, please do not hesitate to contact the Human Resources Team.

Best regards,

Sowmya Mallaiah

Sowmya Mallaiah
Senior Director - Human Resources, Tekion India Private Limited

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Annexure A

Compensation Package

Name: Samarth Agarwal

Position: Associate Software Engineer

S. No.	PARTICULARS	INR Per Annum
(i)	BASIC	375,000
(ii)	HOUSE RENT ALLOWANCE	187,500
(iii)	BROADBAND AND TELEPHONE ALLOWANCE	18,000
(iv)	LEAVE TRAVEL ALLOWANCE	31,250
(v)	PROFESSIONAL DEVELOPMENT ALLOWANCE	60,000
(vi)	FUEL AND MAINTENANCE ALLOWANCE	28,800
(vii)	DRIVER ALLOWANCE	10,800
(viii)	SPECIAL ALLOWANCE	743,650
	TOTAL BASE COMPENSATION	1,455,000
(ix)	TEKION'S CONTRIBUTION TO PROVIDENT FUND	45,000
	TOTAL COST TO THE COMPANY	1,500,000
	JOINING BONUS	200,000

Gratuity

Gratuity will be payable in line with the statutory provisions (as may be amended from time to time), upon separation from the Company, subject to completion of minimum of five years of continuous service in the Company.

Provident Fund

You may be eligible to subscribe to the provident scheme as may be applicable to you. The Company will contribute the provident fund as per the applicable law as may be amended from time to time.

Medical Insurance

All employees, their spouse, and up to two dependent children and dependent parents will be enrolled under the Company group medical insurance scheme. Under current policy, employee and dependents are covered up to **INR 500,000** per year. Insurance cover will begin after the insurance company accepts and processes all information provided by the employee after joining.

Group Personal Accident Insurance

All employees are covered under group personal accident insurance, as per the Company policy.

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For detailed information regarding policies, please reach hr@tekion.com.

ACCEPTANCE

I have read, understood and accept the terms and conditions of this above offer of employment including the compensation package relating to my employment with Tekion India Private Limited. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Samarth Agarwal

Employee Signature

06/07/2023

Date

Samarth Agarwal

Employee Name

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