



November 8, 2022

Vaibhav Gupta
Jaipur, Rajasthan

Employment Letter

Congratulations and welcome to the **EagleView Group!**

We are pleased to offer you employment as a Software Engineer - I, with APMSE Software Services Private Limited, a member of the EagleView Group, hereinafter referred to as "Company". Your joining date will be on **27th July 2023**, and you will be reporting to a Company designate.

Following are the terms of your employment:

Probation Period

The first 90 days of your employment will be considered as probationary period and during probation your employment with the Company may be terminated by either party giving 30 days' notice in writing. If your performance is satisfactory to the Company during this period, then the Company shall confirm the appointment in writing. Depending on your performance and/or other considerations, the Company may choose to extend your probation to the extent it deems fit.

Place of work

You will work from the Company's office located in Bangalore, India which is currently located at 5th, 6th and 7th floor, Block No 5, A Wing, Pritech Park SEZ, Outer Ring Road, Bellandur, Bangalore, Karnataka - 560103, India. You may also be assigned, seconded or transferred to any other department office, client's site or other places anywhere in India or abroad, or subsidiary or affiliated company as and when required by the Company.

You will receive a relocation expense amount of **INR 50,000/-** which is intended to help cover the reasonable costs associated with your relocation to Bangalore, India. In order to

be reimbursed, you must submit your receipts through the Company's expense reporting system.

Your Relocation Date is defined as the first day that you are physically present to work in the Bangalore office. If you decide to terminate your employment with the Company within one (1) year of your Relocation Date, you must pay back a prorated portion of the Relocation Support you received to the Company. For example, if you decide to terminate your employment six (6) months after your Relocation Date, you would owe the Company fifty (50) percent of the relocation support you received from the Company. Relocation support includes, but is not limited to, the costs of airfare, temporary housing, reimbursements under your relocation expense amount, and any other expense or entitlement provided to you or your family by the Company for the purpose of your relocation.

Duties and Responsibilities

During the term of your employment, you agree to devote all your skill, knowledge and working time to the conscientious performance of your duties and responsibilities and agree to perform your duties with diligence and devotion. Since this is a full-time employment with the Company, while in the employment of the Company, you are not allowed to be employed in any other organization on a permanent, temporary or part time basis nor shall you offer your services with or without consideration to any physical person, legal entity or public authority, or be occupied in your own business, without the prior written consent of the Company. You will comply with all directions given to you by the Company and faithfully observe all the rules, regulations, and arrangements applicable to you.

You shall not engage in activities that could result in a conflict of interest with the Company without prior approval from your manager. Any conflict of interest or potential conflict of interest shall be immediately disclosed to the Company.

Compensation

The salary shall be paid on a monthly basis, net of all applicable deductions, on the last working day of the month. Please note that professional tax, income tax and other taxes (if any) as applicable shall be deducted from the gross monthly salary payable each month. As such, your net salary will depend on amount and nature of tax saving investments you make, as well as the bills and receipts you produce for tax-exempt reimbursable expenses. Your current compensation structure, will be as follows:

Compensation Structure

Particulars	Monthly (INR)	Annual (INR)
Basic Salary	40,000	4,80,000
House Rent Allowance	16,000	1,92,000
Education Allowance	200	2,400
Special Allowance	35,668	4,28,016
Leave Travel Allowance	3,332	39,984
Gross Salary	95,200	11,42,400
Employer Contribution to Provident Fund	4,800	57,600
CTC	1,00,000	12,00,000
Annual Target Incentive Compensation:	7.0%	84,000
Total Annual Target Compensation		12,84,000

Compensation numbers have been round-off to the nearest whole number.

Incentive Compensation Details: You will be eligible to participate in the Company's annual incentive plan with an incentive compensation target of 7% of your salary **(INR 84,000)** at the 100% plan achievement, prorated for 2023. The details of this compensation plan will be communicated to you by your hiring manager. The Company reserves the right to review, alter, or amend the Plan at any time.

Note: Employees who are hired on or after October 1, 2023 will not be eligible to participate in that year's Plan.

Note*: Please note the above compensation structure is subject to change as per the policies of the Company from time to time.

Hours of Work

Your official working hours are 9:00 a.m. – 6:00 p.m. The official workweek is Monday to Friday. Company recognizes the importance of work-life balance and hence the system is flexible, and trust based. Company suspects that to meet its world-class standards of customer service, it needs to be available at work whenever there is a business need. You together with the manager will establish guidelines for anticipated office hours and other work commitments and you may be required to work additional hours as and when necessary to properly and effectively perform your duties and responsibilities, in accordance with applicable law.

Performance Review

A review of your performance and salary shall be carried out semi-annually, in accordance with the policy of the Company.

Company Software Property/Assets

When your employment ends, or at any other time if you are requested to do so, you must promptly return to the Company all property and equipment belonging or relating to the

Company. If any damage is caused to the equipment or property of the Company due to negligence, you are liable to make good such loss.

Intellectual Property

You acknowledge the Company's proprietorship and sole ownership over all intellectual property i.e. any invention, product, process, know-how, formula, design, concept, idea, data, data base, statistics, or any other creation which is discovered, developed, created or conceived by you during the term of your employment with the Company, related to any business of the Company.

You hereby irrevocably, absolutely and perpetually assign worldwide rights including proprietary rights / intellectual property rights (i.e. trade secret, data base, patent, copyright, trade name, trademark, design or application therefore, or any other commercial, industrial or intellectual property right of whatsoever nature, pertaining to any intellectual property) that subsist in you to the Company free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term.

Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein shall revert to you, even if the Company does not exercise the rights under the assignment within a period of 1 year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You waive all your rights pertaining to such intellectual property which may not be assignable or transferable in law.

Employee Handbook

Company's Employee Handbook, along with other official documentation and information can be found on the Company's designated location for policies, enlist all the benefits, policies and procedures of the organization and may change from time to time. You hereby agree to abide by and comply with the provisions in the Company's Employee Handbook and any other policies implemented by the Company from time to time. Female employees shall be entitled to maternity benefits as per the Maternity Benefit Act, 1961 (if applicable) and as described in the Company's Employee Handbook or other policies subject to the terms provided therein.

Termination of Employment

Your employment may be terminated by either party giving a notice of 60 Days in writing or payment in lieu thereof. Management reserves the right to decide & deduct the notice pay (gross salary) in lieu of notice period. However, the Company has the right to immediately terminate your services on the grounds of indiscipline, default, negligence,

failure to meeting performance standards, misconduct or any breach of the terms and conditions of this letter or any Company policies as may be applicable to your employment with the Company and you will not be entitled to any such notice or salary in lieu of notice. You will also be required to reimburse the Company for training costs incurred by the Company if you decide to terminate within the first year of your employment.

Changes to Employment Terms

This offer of employment contains the initial terms of employment which may change from time to time and must be agreed upon by both parties. Any changes to employment terms will be communicated to you through acceptable channels of communication like email or letter.

Confidentiality

You shall not during and after cessation of your employment with the Company, give out, publish, disclose, disseminate or divulge to any person or entity, by word of mouth or otherwise, the 'Confidential Information' of the Company and/or its clients/customers, that shall include but not limited to, all information, software (whether in object or source code), statistics, data, knowledge, trade secrets, inventions, product details, know-how, formula, processes, client details, security information, any other creations of whatsoever nature, etc. which is communicated to you or acquired by you or which may have come to your knowledge by virtue of being an employee of the Company, and might be of a nature not generally known to others operating in the Company's area of business.

Data Privacy

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 the Company's 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 organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; as and when implemented, in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof; (iii) 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.

Non-disparagement

You shall not make any false, defamatory or disparaging statements about the Company, its employees, officers or directors.

Compliance with laws

Your employment will be governed by statutory laws enacted by the government or local authorities as may be applicable from time to time. You shall comply with all applicable laws, regulations, and governmental orders of India, now or hereafter in effect, relating to your employment by the Company, 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.

Governing law and arbitration

Your employment with the Company shall be governed by the laws of India. Any disputes pertaining to the terms and conditions of your employment which cannot be settled amicably shall be subject to arbitration under the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of Arbitration shall be Bangalore. The Arbitrator shall be appointed by the Company. Subject to arbitration, the courts of Bangalore shall have jurisdiction to try any disputes between the parties.

Verification

This offer of employment is subject to and contingent upon the Company completing a background check to its satisfaction, including obtaining information verification, employment and education confirmation, and satisfactory references. Any false information provided shall become reason for termination of employment without any compensation.

I look forward to having you as a part of the EagleView Group.

For APMSE Software Services Private Limited



Dr. Anuradha Rao
Sr. HR Director, APAC

Acceptance:

I have read the terms and conditions mentioned in the offer described in the above letter and accept the offer of employment with APMSE Software Services Private Limited.