

**STRICTLY PRIVATE & CONFIDENTIAL**

Ref: HR/2021-22/IT

Date: 16<sup>th</sup> December 2022

**Addepalli Sai Rithvik**

Flat 106- A Block,  
Shanta Sriram Satellite Township,  
Pipeline Road, Jeedimetla Village,  
Hyderabad, Telangana -500067  
Mob: 9618777705

**EMPLOYMENT AGREEMENT**

This Employee Agreement is entered between **Addepalli Sai Rithvik**, S/o Addeppali Srinivas and resident of Flat 106- A Block, Shanta Sriram Satellite Township, Pipeline Road, Jeedimetla Village, Hyderabad, Telangana -500067 and plot no- 28, 76, Road Number 10, Phase 2, Jubilee Hills, Hyderabad, Telangana-500033 .

Whereas:

ZestIoT is pleased to extend you the position of **Python Intern** at ZestIoT Technologies Pvt Ltd. ("ZestIoT" or the "Company") with Operating Office at plot no 28, 76, Road Number 10, Phase 2, Jubilee Hills, Hyderabad, Telangana- 500033 with effect from **23<sup>rd</sup> December 2022**, on the terms and conditions described below:

**1. Terms & Conditions:**

**1.1. Position and Duties:**

- You will be working as a **Python Intern** as per Internship Program designed with a focus on Learning & Development. Based on your performance & successful completion of internship period, you will be promoted to the position of **Software Engineer**.
- You will be reporting to the Director of Engineering / Tech Lead & your manager will have the authority to change the portfolio of your responsibilities or office location as required.

**2. Diligence and Commitment**

- 2.1. You shall faithfully and diligently serve the Company. You shall diligently perform such duties, tasks and exercise such powers as consistent with your employment as may from time to time be vested in you and you shall obey all the directions/instructions of the manager, or the person assigned with your Reporting. You shall devote your entire time, energy, and attention exclusively to the performance of your duties to the best of your skills and abilities to promote the interests and welfare of the Company. You shall not undertake any other direct/indirect business or work, honorary or bearing remuneration except with the written permission from the Director/CEO or the person so assigned.

- 2.2. You shall always keep the manager or any other person as the Director/CEO may nominate promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Company and providesuch explanations as he/she or they may require in connection thereof.
- 2.3. You shall comply with every rule of the law, regulatory requirement, and the policies of the Company withoutprejudice to your common duties assigned directly or indirectly.
- 2.4. You shall be responsible for the safekeeping and shall return in good condition all the property (ies) of the Company, which may be given to you by the Company for use, custody, care, or charge. Any loss/damage caused to any property of the Company due to any of your action, the Company shall have the right to assess and recover the damages from you and to take such action as it deems proper in the event of your failure to account for such material or property to our satisfaction.

### 3. Prohibition on Disclosure of Information and Data

- 3.1. You shall not, whether during your employment with the Company or after termination or cessation of your employment, except in the proper course of your duties or as required by the law, use or divulge to any person, firm, company or entity any information regarding the trade or business practices / strategies of the Company, any Trade Secret or any confidential information concerning the business and finances of the Company which has or may have come to your knowledge in course of your employment; or post the employment.
- 3.2. **Intellectual Property Protection:** The term “Intellectual Property” shall mean and include all documents, presentation, formats, knowledge, trade secrets, business practices, database, ideas, learning, research, developments, product plans, products, services, service marks, designs, information content of mobile application/website, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, discoveries, inventions, improvements, copyrights, trademarks, customers, suppliers, markets, marketing, finances, and such information disclosed by the Company to you; and/or prepared/developed by you during your course of employment, either directly or indirectly in writing, orally or visually. All Intellectual property shall remain the property of the Company during and after your employment or association with the Company. You shall not commit or attempt to obtain any title/claim to any such intellectual property or any right or profit arising from the same. The compensation paid to you by the Company for your services shall constitute adequate and valuable compensation for all the work done by you in the creation, development or management of the Intellectual Property. You shall exercise all reasonable caution to guard the Intellectual Property of the Company and shall be held responsible for any unauthorized disclosure of such Intellectual Property and shall indemnify the Company against all losses arising thereupon. All rights are reserved by the Company.

### 4. Non-Competition and Non-Solicitation

- 4.1. **Non-Competition & Non-Solicitation:** During or after the cessation of your employment from the Company, you shall engage in no business or other activities which are, directly or indirectly competitive with the businessactivities of the Company without obtaining the prior written consent from the Director/CEO.
- 4.2. You agree that for a period of three (3) years from the date of cessation or termination of your employment from the Companyyou shall not:

- Divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or employ, solicit for employment, and recommend for employment any person employed by the Company, during your Employment Period and thereafter, for a period of three (3) years.
- Join companies or any other competitor engaged in any related or similar business (or non-profit) organization, company, Firm or any other entity that is engaged in a business or service provision of the nature of work undertaken by my current employer for a period of 3 year from the day of being relieved from my position. You understand that this is intended to protect the business interests of the Company and is valid under the Exception to S.27 of the Indian contract Act, 1872.
- Attempt to maintain or establish any personal contact with the clients of the Company in such a manner as to entice them to receive similar or same services from yourself after leaving your employment with the company. Any loss caused to us due to such conduct will be liable to be compensated by you with exemplary damages.

## 5. Termination of Employment

- 5.1. **Termination of Employment:** You or the Company may terminate your employment at any time with not less than 60 days' Notice in writing. Alternatively, the Company may terminate your employment with immediate effect, upon giving you pro-rated basic Salary in lieu of any balance notice. In case you have given a notice to terminate your employment/resign from services, the Company may, at its sole discretion, permit you to leave service during the notice period without any basic salary in lieu of notice or pro-rated basic salary for the balance notice period.
- 5.2. **Completion of Ongoing Projects:** In case you wish to withdraw from the employment and terminate your services to the company, you will cooperate and actively work towards the completion of any ongoing Project of which you are an integral part, and which requires your participation or coordination.; unless the Company expressly agrees to waive such requirement, or the Project is at such stage that it could be completed without your presence and causing no loss to the Company.

Provided that no such retention period may extend beyond 20 days from the date of completion of the Notice Period of 60 days as mentioned above if the employee is subjected to the said Notice Period under Cl. 5.1 above.

Notwithstanding the aforesaid or anything to the contrary, the Company may terminate your employment with immediate effect by serving a notice in writing, in the event of any misconduct on your part, including but not limited to, (i) fraudulent, dishonest or undisciplined conduct, (ii) breach of integrity, (iii) embezzlement, (iv) misappropriation or misuse or causing damage to the Company's property, (iv) insubordination or failure to comply with the directions given to you by persons so authorized, (v) your insolvency or conviction for any offence involving moral turpitude, (vi) your breach of any terms or conditions of your employment or other directions of the Company or its management, (vii) your irregularity in attendance, or unapproved absence from your place of work for more than seven (7) consecutive working days, (viii) you're going on abetting a strike in contravention of any law for the time being in force, conducting

yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (x) misconduct as provided under the labour laws (xi) breach of clause 3.1 &/or clause 3.2, hereto.

The terms of this employment agreement supersede all of our prior written or oral communications with you on this subject and can only be modified by a written agreement signed by you and the person as authorized by the Company. However, all other agreements including Non-Disclosure Agreement signed between you and the Company, remain valid and unaffected by the terms of this letter.

## 6. Compensation and Benefits

6.1. **Compensation, Benefits and Taxes:** ZestIOT's remuneration structure is performance driven & we take pride in conducting ourselves with success factors of our customers. Our offer of remuneration consists of compensation, company linked performance bonus & stock options.

- You will undergo **Internship Program with focus on Learning & Development**. Below is the compensation structure with expected duration of internship program:

--- Salary Growth --->					
<b>Software Engineer</b>				30,000	<b>Confirmation</b>
<b>Level 2</b>			20,000		<b>Stipend</b>
<b>Level 1</b>		10,000			
<b>Level 0</b>	Pro-Bono				
<b>Elapsed Duration -&gt;</b>	1 to 2 Months	1 to 2 Months	1 to 2 Months		
<b>Evaluation Criteria: Learning, On Job Task Completion with quality</b>					

- Based on assessment during interview, you are placed at Level 1. Your Internship stipend shall be **Rs.10, 000/- (Rupees ten thousand only), payable monthly**, on accrual.
- You will be eligible for a **performance review regularly during the program on monthly basis**. Based on your performance you will be converted into a **full-time employee** subject to successful completion of Learning & Development Program during internship.
- Post confirmation, your all-inclusive remuneration shall be **Rs. 30,000/- (Rupees thirty thousand only) per month, payable monthly**, or annually **Rs 3.6 Lakhs**.

## 7. Company Rules of Conduct

7.1. **Company Policies:** You will be expected to abide by all the rules, policies and regulations of the Company. Your conduct will be governed by the appropriate Company policies regarding hours of work, leave entitlements and other conditions of employment.

**7.2. False Representation:** You undertake that declarations or information furnished by you at the time of appointment and/or at any time thereafter to the Company, for the purpose of securing employment or its continuation or for any other purpose are true and correct in all respect. In case any of the information provided by you found to be incorrect or false in any respect, you shall be held responsible for the breach of trust and as a consequence your appointment will be liable to be terminated with immediately effect. Further, the Company, at its sole discretion, may impose on you such penalties as it may think appropriate.

### **7.3. Non-compliance or Breach**

You acknowledge that any violation under this employment offer letter would cause immediate and irreparable harm to the Company for which money damages would be inadequate. Failing to comply and abide by the rules and regulations and Clauses of this Offer Letter and with any other agreement/contract between you and the Company, the Company shall have the absolute right to recover the damages from you as found appropriate by the Company. Such damages can be recovered by making deductions from your salary/compensation or if need be the damages can be recovered through appropriate Forum/Court within the jurisdiction of Hyderabad, Telangana. Therefore, the Company will be entitled to relief for your breach of any of your obligations under this offer letter without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation but shall be in addition to all other remedies available at law or in equity.

Our offer is contingent upon your full and complete disclosure to the Company of 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. The Company reserves the right to withdraw this offer of employment without any obligation whatsoever; if it determines or believes that any contractual or other obligation may materially limit your ability to engage in business activities for the Company.

As a token of your acceptance of our offer and the terms and conditions of this letter, please sign in the space provided below and return the same to us within seven (7) calendar days from the date of this letter. Our offer shall automatically lapse unless you confirm your acceptance of it and return a copy to us within the prescribed time.

Should you accept our offer, we will request you to provide certain documents (including personal documents such as birth certificate, academic certificates, ID proof, address proof, last drawn pay slip, experience certificate, income tax return etc.) for the records of the Company. You hereby provide your consent to the Company to retain or disclose to third parties all such information/documents, as may be deemed necessary by the Company.

I take this opportunity of welcoming you to our exciting business venture and our team. You are requested 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 family members, advisors, lawyers and accountants, as may be necessary).

Thanking you,

Yours Sincerely,

For **ZestIoT Technologies Pvt Ltd**

By:



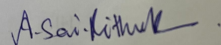
**Sudeshna Batra**

HR Head

Dated: 16<sup>th</sup> December 2022

**CONFIRMED AND AGREED:**

Employee/Intern Signature:



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Name: ADDEPALLI SAI RITHVIK

Dated: 16/12/2022