**November 06th, 2022**

 Dear **Majji Srinivasa Rao**,

 I am happy to extend the following offer of employment to you. This letter will confirm the terms of your offer of employment with **Gridlex Services Pvt Ltd** or a related entity (“the Company”). Such terms are as follows:

1. **Position and Responsibilities:** You are appointed as a “**Software Engineer”**. You will assume and discharge such responsibilities as are commensurate with such a position for which we believe you are well qualified. You will initially be based at the **Hyderabad** office of the Company but may be transferred to other locations in India or abroad as well and you have a valid passport and the Company is entering into this agreement based on this representation.
2. **Compensation**: In consideration of your services, you will be paid compensation where the cost to the company will be **Rs: 35,000/-** per month (annualized **Rs.4,20,000/-).** The salary will be payable monthly in accordance with the Company’s standard payroll practices. Your salary and cost to the company will be reviewed annually by the appropriate management of the Company in accordance with our review guidelines. In addition, to the base salary, you will be entitled to the incentive program of the company which will be discussed and communicated upon joining.
3. **Introductory & Probationary Period:** The initial six months of your employment will be on a probationary basis to give both the Company and yourself the opportunity to mutually assess the suitability of the employment relationship. At the end of this period, your manager will conduct a review with you and if your performance has been satisfactory your employment will be confirmed.
4. **CONFIDENTIALITY**: You will not at any time or in any manner, either directly or indirectly, use for your personal benefit, or divulge, disclose, or communicate in any manner any information that is proprietary to COMPANY. You will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, You will return to COMPANY all records, notes, documentation and other items that were used, created, or controlled by you during the term of this Agreement.
5. The "Confidential Information" means information that is either identified by Company as confidential at the time of disclosure or should be understood by a reasonable person under the circumstances to be confidential in nature.
6. You agree to keep confidential the Confidential Information of Company and shall disclose the Confidential Information only to its employees and/or personnel who have a need to know such information.
7. Upon Company’s request, You shall return to Company all Confidential Information, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, or at Company’ option, represent in writing to Company that all such Confidential Information (including all copies thereof) has been destroyed.
8. You recognize the confidential and proprietary nature of Company’ Confidential Information and acknowledge that in the event of a breach of the confidentiality provisions of this Agreement, Company may suffer irreparable harm. Accordingly, Company shall be entitled to seek injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or in equity.
9. **OWNERSHIP OF INTELLECTUAL PROPERTY, COPYRIGHTS, TRADEMARKS, INVENTIONS PATENTS ETC**:

a) You agree to provide a copy to Company (a) all documents, deliverables, software, systems designs, disks, tapes and any other materials (collectively, "materials") created in whole or in part by you as part of the employment of the company, and (b) you will immediately disclose to the COMPANY all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by you in the course of or related to providing services to the Client.

b) All ownership and control of the above materials and creations, including any copyright, patent rights and all other intellectual property rights therein, shall vest exclusively with the Company, and you hereby assign to the Company all right, title and interest that you may have in such materials and creations to the company, without any additional compensation and free of all liens and encumbrances of any type. You affirm that agree to execute any documents required by the Client to register its rights and to implement the provisions herein.

c) You will promptly disclose to Company (or persons designated by it) all discoveries, developments, designs, improvements, inventions, formulae, processes, techniques, programs, know-how, data, tangible expression of ideas or other information of possible technical or commercial importance relating to COMPANY’s Business or which arises out your use of Company’s time, facilities, or money (all such discoveries, developments, designs, improvements, inventions, formulae, processes, techniques, programs, know-how, data, tangible expression of ideas or other information hereinafter referred to as “Inventions”), whether or not patentable or registrable under copyright or similar laws, made or conceived or learned by you, either alone or jointly with others, during the term of this Agreement.

1. You agree that all Inventions shall be the sole property of COMPANY and assign all ownership to patents, copyrights, and other rights in connection therewith. You hereby assign to COMPANY any rights you may have or acquire in such Inventions. You further agree to assist COMPANY in every proper way to obtain from time to time, and to enforce, patents copyrights and other rights and protections relating to said Inventions in any and all countries, and to that end, You will execute all documents necessary to obtain such patents, copyrights and other rights and protections or in enforcing the same as COMPANY may desire.
2. You agree that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered are part of your employment and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.
3. You agree not to disclose own or ask others employee’s compensation which is highly confidential, any deviation will leads to employment dismissal.
4. **Social Media Guidelines**: All Employees will adhere to the social media guidelines of the Company.
5. **Conflicting Employment**: Prior to receiving this offer of employment from the Company, you may have been engaged in another employment, occupation, consulting or other business activity related to the business in which the Company is now involved or may become involved during the term of your employment. You acknowledge that your involvement in such business activity shall cease prior to your employment by the Company. You further 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 directly related to the business in which the Company is now involved or becomes involved with during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company.
6. **Notice Period for Termination**: You may terminate your employment with the Company by providing your manager with three month’s written notice. Similarly, the Company may terminate your employment with the Company for no cause by providing you with one month’s notice or salary in lieu thereof. During the unexpired period of notice (on either side) the Company may require you to absent yourself from the Company’s premises on garden leave.
7. **Non-Disparagement:** You will not disparage Company or any of its directors, officers, agents or Executives or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of Company or any of its directors, officers, agents or employees. The non-disparagement clause includes no or oral written communication or reviews in online or other forums. The non-disparagement clause would apply during your term of employment and when you are no longer employed with the Company as well.
8. **Covenant not to sue**: You expressly represent that you have not filed a lawsuit or initiated any other administrative proceeding against Company and have not assigned any claim against Gridlex to any other person or entity.  You further promise not to initiate a lawsuit or to bring any claim against the Company in any way related to your agreement or the termination of the agreement.
9. **Summary Dismissal:** The Company may dismiss you without notice if:
10. you do not perform the duties assigned to you under this agreement satisfactorily;
11. you violate any of the terms of this agreement or the Employment Proprietary Information and Inventions Agreement;
12. you are guilty of dishonesty, serious neglect or gross misconduct in the course of your employment;
13. you become unable, due to illness (whether physical or mental), to properly and effectively perform your duties as provided hereunder for a period or periods totaling thirty (30) working days in any consecutive period of six (6) months;
14. you expressly or by implication repudiate this agreement;
15. you act in such a way (whether or not in the course of your employment) as to bring the Company or its subsidiaries into disrepute;
16. you are convicted of a criminal offence (this does not include a motoring offence unless it results in imprisonment);
17. you are charged with or convicted of an offence involving moral turpitude; or
18. you are declared bankrupt or enter into a composition or arrangement for the benefit of your creditors.
19. **Company Property**: On the conclusion of your employment, for any reason, you will return to the Company all Company property in your possession or control.
20. **Governing Law:** This agreement shall be governed by the laws of India

 Irrespective of its conflict of law provisions.

1. **Dispute Resolution:** Any disputes under this agreement shall be subject to

 the exclusive jurisdiction of the courts of Hyderabad.

This offer of employment is contingent upon (a) successful completion of a routine background/reference check,  (b) securing an export license from the U.S. federal government, if required (to ensure Gridlex's compliance with U.S. export control laws and regulations ), and  (c) your signing The Company's Employee Proprietary Information and Inventions Agreement.  This offer also is contingent upon your ability to show proof of your identity and legal right to work in India.

We are excited about having you join Gridlex. Please acknowledge and confirm your acceptance of this offer within 1 day at which point the offer will expire. You can accept by signing and returning the enclosed copy of this letter. If you have any questions about this offer letter, **please call me at +91-77806-92385 or send me an email at hr@gridlex.com**.

**Sincerely,**

**FOR AND ON BEHALF OF**

**Gridlex Services Pvt Ltd..,**

**Shiva Reddy**

**HRBP**

I accept the terms of my employment with The Company as set forth herein

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Name Date