

## Employment Offer Letter

**Date: 21 June 2024**

To,

**Baban Krishna Gawas**  
H. No. 171 C (P)  
Karkyacha Whal, Revora  
Goa, Pin code - 403513

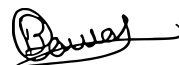
Dear Baban,

We are pleased to offer you employment with OneShield India Private Limited (the “**Company**” or “**OneShield**”) in accordance with the terms herein, and subject to successful background check, review of the references you have provided to us and under the condition that you are not bound by any non-competition or other agreement which would in any way restrict your employment with OneShield. This letter will record the terms of the offer and the employment.

You have been offered full-time employment at OneShield to serve as **Quality Engineer**. Your employment shall commence from **25<sup>th</sup> June 2024** at 10:30 am and your initial place of employment will be **Goa**.

Other terms and conditions of employment, including your salary benefits are as set forth in the Employment Agreement annexed herewith as **Annexure-A**, which shall be deemed to form part of your employment offer.

Please sign and return the enclosed copy of this letter and the Employment Agreement, indicating your acceptance no later than **three** days from receiving this letter.



We look forward to hearing from you soon. In the meantime, should you have any questions regarding your offer, please contact Riya Agnihotri at +91 9680957575 or via email at [ragnihotri@oneshield.com](mailto:ragnihotri@oneshield.com).

Regards,

For **OneShield India Private Limited**



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**Puneet Khurana**  
**Vice President of Talent**

**Acceptance by Employee**

I accept your offered position and will report for my first day of employment on the Commencement Date.



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**Signature**  
**Date: 24/06/2024**

**Annexure-A**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (“**Agreement**”) forms a part of your employment offer and sets forth the terms and conditions of your employment with OneShield India Private (“**Company**” or “**OneShield**”).

**1. Job Title and Reporting**

Your initial job title shall be **Quality Engineer**, and you shall report to **Mr. Naman Rathi, Architect Quality Engineering** or such other person as may be authorized by directors of the Company and notified to you.

**2. Term**

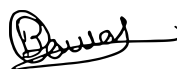
- 2.1. The term of your employment shall continue until terminated in accordance with this Agreement or upon reaching the age of retirement.
- 2.2. You shall retire on completion of 60 years of age, unless specifically extended in writing by the Company.
- 2.3. Your employment is subject to your being medically fit.

**3. Probation Period**

- 3.1. The first 6 (Six) months of your employment with the Company will be considered a probation period. If your performance is less than satisfactory during the course of the probation period, the Company reserves the right to extend your probationary period or terminate your services by giving you a summary notice. Confirmation of employment following the probation period will not be construed to have taken place unless you are informed in writing by the Company to that effect.

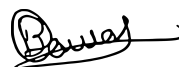
**4. Duties and Responsibilities**

- 4.1. You shall initially be assigned with all the duties and responsibilities of the **Quality Engineer** or such other duties, as may be reasonably assigned from time to time by the Company.
- 4.2. You shall (i) perform your duties with diligence and devotion, (ii) use all of your business time and attention, your best efforts, and all your skill and ability to promote the interests of the Company, (ii) carry out your duties in a diligent, competent, faithful and professional manner, (iv) generally



promote the interests of the Company; and (v) not make any untrue or misleading statements in relation to the Company.

- 4.3. While in the employment of the Company, you shall not (directly or indirectly), without prior approval of the Company (i) be employed with any other company on a temporary or part-time basis, or (ii) offer your services (with or without pay) to any person, entity or public authority, or (iii) undertake any other business or trade.
- 4.4. You confirm that you have disclosed fully to the Company all of your business interests, whether or not they are similar to or in conflict with the business or activities of the Company, and all circumstances in respect of which there is, or there might be a conflict of interest between Company and you or any immediate relative. You agree to disclose fully to the Company about any such interests or circumstances that may arise during your employment with the Company.
- 4.5. The Company reserves the right to access, inspect, review and monitor, at any time and without notice to the Employee, the Employee's use of any of the Company's resources, communication systems and/or any equipment provided by the Company. As such, the Employee's use of e-mail, voice mail, telephone, mainframe access and networks, other hardware/software, the internet and blogging accounts may be subject to review by the Company. The Employee acknowledges that this clause is intended solely to safeguard the interests of the Company and expressly waives any right he/she may have to object to such inspection.
- 4.6. You hereby acknowledge that certain terms and conditions of employment shall be governed by the policies and guidelines set out in the Company's Employees Manual and other policies as may be announced by the Company from time to time. You agree to be bound by any, and all such policies and guidelines set out in the Company's Employees Manual and other policies and acknowledge that such policies and guidelines may be amended or modified from time to time at the sole discretion of the Company. Such change shall be notified to you by the Company at the earliest opportunity and shall be binding upon you.



## 5. Place of Posting

5.1. Your initial place of work will be at our India Corporate Office in **Goa**. However, your services are transferable and can be seconded or deputed by the Company to:

- (i) Any of the Company's offices or place of operation in India and abroad, whether existing as on the date of your appointment or to be established thereafter at the option of the Company.
- (ii) Any place of operation in India or abroad under the management and/or ownership of the Company, including any joint venture in which the Company is a participant or to any subsidiary or associate company of the Company.
- (iii) It is hereby clarified that the Company does not guarantee the continuation of any perquisite on the transfer of your services to the new location.

5.2. You may be required to travel within or outside India with regard to the Company's business requirements. The mode and class of travel and any associated expenses, including accommodation must be approved in writing by the Company before the travel is undertaken.

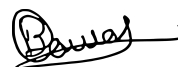
## 6. Compensation

6.1. In consideration of your services to the Company, the Company shall pay to you during the term of this Agreement remuneration as noted in **Schedule A** of this Agreement. This shall be paid to you in accordance with the Company's normal payroll practices and shall be subject to deduction of tax at source or such other deductions as may be required under the applicable laws.

6.2. You will be reimbursed all official expenses incurred as per company policy, as laid down from time to time.

## 7. Confidentiality and Assignment of Intellectual Property

You agree to be bound by the provisions related to confidentiality of information and assignment of intellectual property, among other things, as provided in the Invention, Confidentiality, and Non-solicitation Agreement that the Company shall execute or have already executed with you in this regard. You agree to follow the policies relating to confidentiality and assignment of intellectual property in accordance with such Invention, Confidentiality and Non-solicitation Agreement, the Employee Manual and any other agreements with the Company. Please be aware that the Company's personnel and compensation practices provide it a competitive advantage and, therefore are proprietary to the Company and must be treated accordingly.

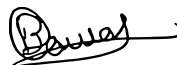


## **8. Non-Solicitation**

- 8.1. During the period of employment and for One (1) year following the termination of your employment, you shall not directly or indirectly solicit, encourage, or induce or attempt to solicit, encourage, or induce any employee, customer, marketing agent, distributor or consultant of the Company to terminate his/her relationship with the Company. In any event, you are not permitted to retain, disclose or use any confidential information of the Company beyond this one (1) year time frame. The Company considers employee lists or rosters to be Confidential Information.
- 8.2. You agree that any material breach or threatened breach of this clause may not be remedied solely by money damages and that in addition to any other remedies, the Company is entitled to seek injunctive relief against the Employee in a court of competent jurisdiction for any such breach.

## **9. Termination**

- 9.1. The Company shall be entitled to terminate your employment without any cause by giving you a written notice of 60 (Sixty) days or payment in lieu of the notice, provided you have been in the service of the Company continuously for a period of three months.
- 9.2. Notwithstanding anything contained in this Agreement, the Company will be entitled to forthwith terminate your employment under this Agreement pursuant to disciplinary actions due to infractions of applicable laws or regulations or rules of conduct listed out in the Company's policies and procedures, including the Employee Manual or any other agreement you may have with the Company. The Company is not entitled to provide any notice period in case of termination as a result of infraction of rules.
- 9.3. You will be entitled to terminate your employment with the Company by giving the Company a written notice of a minimum of 60 (Sixty) days. If you fail to provide such timely notice, the Company reserves the right to pursue its remedies against you, including, but not limited to, seeking or retaining from you an amount equal to 60 (Sixty) days of salary.
- 9.4. Without prejudice to your other duties, during any period of notice, you must give your reporting officer or any person nominated by the reporting officer all such assistance and co-operation in ensuring a smooth and orderly hand-over of your duties as the Company may require and assist the Company in the recruitment process of your successor(s) and dedicate the appropriate amount of time to ensure a successful transition period with your successor(s).



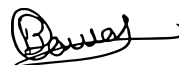
- 9.5. You agree that you shall not, at any time after the termination of your employment, represent yourself as being directly or indirectly employed by or in any way connected with or interested in the business of the Company.
- 9.6. Upon termination of your employment with the Company, you shall forthwith return to the Company all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos, any keys, credit cards, passes, confidential documents or material, correspondence, notebooks, notes or any other property of the Company in your possession or under your control, Upon termination of your employment with the Company for any reason, you shall promptly return to the Company any keys, credit cards, passes, confidential documents or material, or other property belonging to the Company or its subsidiaries or affiliate.

#### **10. Non-Disparagement**

During the Term and thereafter, you agree to not take any action which is intended or would reasonably be expected to harm the Company or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Company.

#### **11. Data Protection and Disclosure of Information**

By signing this Agreement, you acknowledge and agree that the Company is permitted to hold personal information about you as part of its personnel and other business records and may use such information in the course of the Company's business. You agree that the Company may disclose such information to third parties in the event that such disclosure is, in the Company's view, required for the proper conduct of the Company's business or that of any associated company. This clause applies to information held, used or disclosed in any medium.



## **12. Modification**

This Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Agreement.

## **13. Severability and Survival**

In the event any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the invalid or unenforceable part had been severed and deleted. The respective rights and obligations of the parties hereunder shall survive the termination of your employment to the extent necessary to the intended preservation of such rights and obligations.

## **14. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of India and shall be submitted to the exclusive jurisdiction of the courts in Goa.

## **15. Entire Agreement**

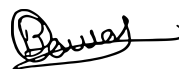
Except as provided herein, this Agreement (including the Schedules, other agreements, employee manuals and Company policies and procedures referenced herein or attached hereto) constitutes the complete Agreement between you and the Company and supersedes all prior agreements relating to the subject matter hereof.

## **16. No Assignment**

Your obligations under this Agreement are personal in nature and shall not be assigned or transferred by you.

## **17. Execution in Counterparts**

This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.





**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year mentioned herein above.

**Employee Acknowledgement:** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and willfully and faithfully comply with this Agreement.



**Name of the Employee: Baban Krishna Gawas**

**Date: 24/06/2024**

**For OneShield India Pvt. Ltd.**

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**Puneet Khurana**  
**Vice President of Talent**

**Schedule-A**

**SALARY STRUCTURE  
(Remuneration)**

<b>Component</b>	<b>Salary Break-up</b>	<b>Amount INR (per year)</b>
Basic Salary (A)	40% of Gross Salary	320,000.00
House Rent Allowance (B)	20% of Gross Salary	160,000.00
Special Allowance (C)	Balance [E-(A+B+D)]	137,336.00
Flexible Benefit Plan (D) See note (5) below	Eligibility based	182,664.00
<b>Annual Gross Salary (E)</b>	<b>Gross Salary</b>	<b>800,000.00</b>

**Note:**

- (1) For claiming tax benefits by the employee, documentary evidence may be asked by the employer/ authority.
- (2) Any other employment benefits like provident fund (employer's contribution), gratuity, etc., shall be as per the applicable law in addition to Gross Salary as per company policy.
- (3) Annual bonus, if any declared by the Company, shall be complete and at the sole discretion of the Company.
- (4) Company-sponsored insurance will be in addition to Gross Salary and subject to the terms and conditions of the insurance policy.
- (5) Flexible benefits plan as per applicable provision of the Income Tax Act. The figure shown against the Flexible Benefits Plan is the maximum amount possible subject to your eligibility and specific flexible benefit plan components opted by you.



**Signature**

**Name of the Employee: Baban Krishna Gawas**

**Date: 24/06/2024**