



ENGAGEMENT ON CONTRACTUAL BASIS

- Chetna Sahu
Date of Birth 27/07/1995
Aadhaar No: 945565245820
Address: Malapada Balangir Orissa-767001
- Galytix Analytics Private Limited, an Existing Company within the meaning of the term under The Companies Act 1956, incorporated, and registered in Haryana, whose registered office is at 886, Sector-4 Urban Estate, Gurgaon - 122001, India.

Dear Chetna,

On behalf of Galytix Analytics Private Limited ("the Company") we are pleased to confirm the terms and conditions of your contract effective from 14th February 2022 till 30th July 2022. The Company is a private limited company incorporated under the Companies Act 2013, whose registered office is at 886, Sector-4 Urban Estate, Gurgaon - 122001, Haryana, India.

This Contract ("**Contract**") sets forth the terms and conditions of your employment and role.

Kindly return the original signed copy of this contract duly signed by you as your acceptance of this appointment.

Please note that your date of birth 27th July 1995 and Aadhaar card number is 945565245820 as declared by you and entered in the Company records.

1. **Position**

You will be appointed with the title of Data Analyst Intern and report to Amiya Sinha (Head of Data Factory – India) who will be your key contact and supervisor.

Ordinarily, your place of work shall be at Plot No-17, 6th floor, Sector-44, Gurgaon, Haryana, India.

2. **Roles and responsibilities under the contract**

Specific responsibilities and objectives of your role have been discussed in-person with you. Broadly, they include the following:

- i. Develop and refine risk, assets, insurance performance and company related data and analytics features, managing database and collation of data.
- ii. Conduct end to end research in response to specific questions relating to the Primary & (Re) insurance markets (source information from internal as well as secondary data sources, analyze and synthesize this information, and create excel-based well organized, concise end product)
- iii. Develop knowledge expertise in specific Commercial and (Re)insurance markets
- iv. Support development of machine learning methods to develop analysis, connect content to appropriate analysis, eg. raw data, news, reports
- v. Support any other tasks as required by the Company

Terms and conditions

Consultation Fees & Taxes Thereon

During the entire period of your engagement, you will be paid a monthly remuneration of Rs. 30,000/- by the Company in consideration of the services rendered by you, including transportation cost to the office. The remuneration amount is fixed for the entire tenure of your engagement, and is all inclusive and comprehensive in nature and unless specifically approved or pursuant to separate policy framed by the Company for this purpose, you shall not be eligible for any other reimbursements, allowances, expenses etc.

Contract on Principal-to-Principal basis

This engagement is temporary in nature and shall not be construed as a permanent employment in the regular cadre of the Company. This engagement is also on a Principal to Principal basis and does not and shall not be deemed to constitute a partnership or joint venture or agency between you and the Company and accordingly you shall not by any means whether oral or written or otherwise hold yourself out to be, or lead or permit any person to believe that you are an agent of, or is entitled to represent, bind, pledge the credit of, enter into any contracts or engagements on behalf of or otherwise act for the Company. You therefore agree that these presents shall be interpreted as a contract for specific limited period and assignments, and not as a Contract of Employment. Therefore, you will not be entitled to receive from the Company any other emoluments / benefits / allowances like Pension, Gratuity, Bonus, Leave or any other benefits under the labor laws, during, or for, or after the expiry of, this engagement.

Hours of Duty

You will make yourself available from Monday to Friday during 9:30 am – 6:30pm and visit our office (Plot No. 17, 6th Floor, Sector-44, Gurgaon) at such times as may be required by the Company to complete the assignments given to you.

Adherence to Prescribed Timelines

You shall adhere to the timelines prescribed by the Company to complete various assignments. You will also adhere to the policies, Codes of Conduct, handbook, guidelines and directives of / prescribed by the Company which may be framed, implemented amended or modified by the Company from time to time (together, "**Policies**"). Such Policies prescribed by the Company shall form an integral part of the terms of your employment as contained in this Contract, and the same shall be read and construed together and in conjunction with such Policies. In the event of any conflict or inconsistency between the Policies and the terms of this Contract, the terms of this Contract shall prevail to the extent of such conflict or inconsistency.

Intellectual Property Rights

You agree and acknowledge that any and all technical know-how, plans, proposals, business plans, programs, codes, software, articles, ideas, computer code, proposals, reports, studies, works of authorship, artistic, literary, creative work which is created, generated or contributed by you in connection with your employment or related to the job role during the term of your employment and any property therein which is protected or capable of being protected under any law together with any rights thereunder (including intellectual property rights, proprietary rights and moral rights), whether registered or unregistered, which subsist now or in the future, in any part of the world, whether under copyright, trademark, patent or similar laws worldwide ("**Owned Intellectual Property Rights**") together with all rights in any intellectual property that relies on, or is derived or developed from, or is ancillary or incidental to, any property forming part of the Owned Intellectual Property Rights ("**Developed Intellectual Property Rights**") (collectively termed as "**Company Intellectual Property Rights**") shall be the sole and exclusive property of the Company and the Company shall be the sole legal and beneficial owner thereof. To the extent that such Company Intellectual Property Rights do not automatically vest in the Company, you hereby assign and transfer and are deemed to have assigned and transferred for all times to come all rights, title and interest in the Company Intellectual Property Rights for the exclusive use and ownership of the Company. You agree to waive all present and future moral rights relating to the Company Intellectual Property Rights in all jurisdictions. You agree that the Company shall have full and absolute title to such Company Intellectual Property Rights and the compensation payable to you under this Contract in terms of Clause 3 above shall form good, valid, adequate and sufficient consideration for any such assignment and transfer in favor of the Company

hereunder and no further remuneration or compensation other than that provided for in this Contract is or may become due to you in respect of compliance with this Clause and this Contract. You undertake to sign all documents and do all acts both during and after your employment with the Company as may, in the sole opinion of the Company, be necessary or desirable to vest the Company Intellectual Property Rights in the Company, to protect and maintain the Company Intellectual Property Rights, and to enable the Company to enforce its rights against third parties. You hereby represent and covenant to the Company that all ideas, models, processes, other techniques or know-how etc. comprised in your deliverables in this employment shall not at any time infringe, in any manner, any copyright, patent, trade secret or other property or intellectual property rights of any third party.

Confidentiality and Non-Disclosure

- a. You will exercise all reasonable care and due diligence in carrying out your role under this employment and hereby undertake to treat as strictly confidential, and not to divulge, any Confidential Information of or relating to or in respect of the Company which you may have acquired in the course of your employment with the Company. The "**Confidential Information**" in this context includes but is not limited to confidential business information, technical or proprietary information and know-how, works of authorship, artistic, literary and creative work and the copyright therein made or developed by you or in collaboration with others in the course of the assignment or shared or disclosed by the Company to you or otherwise acquired by you during the course of your employment. The Company shall be the sole and exclusive owner of Confidential Information and you shall protect and safeguard the same in the best manner possible.
- b. The Company may share crucial business, market, financial, technical and/or other data or such information/data may come into your possession or knowledge by the nature of the duties or responsibilities performed by you and such information /data also forms part of the Confidential Information. The Company may derive valuable benefit from these plans etc. and you agree that the consideration paid to you under this Contract shall be deemed to be adequate and valuable consideration for your obligations under this Clause. You shall also not pass on, whether for a consideration or otherwise, any such Confidential Information, as described above, to any third party. You shall during the continuance of the employment use your best endeavors to prevent the unauthorized publication or misuse of any Confidential Information provided that such restrictions shall cease to apply to any Confidential Information which may enter the public domain other than through the any default of your own.

Non-Compete and Non-Solicit

In view of the above, you agree that during the term of your employment with the Company and for a period of six months thereafter, you will not compete with the Company or its affiliates, subsidiaries, parents or group companies ("**Group Company**"), directly or indirectly, whether as an officer, director, shareholder, partner, independent contractor, agent or employee of any other person or entity which is engaged in a business similar to, or competes with, that of the Company or any Group Company. During the term of your employment with the Company and for a period of six months thereafter, you will not, either on your own account, jointly with or for any person or entity, solicit or canvass orders or business from any person or entity which at any time during the currency of your employment hereunder has been a customer or investor of the Company or any Group Company or has dealt with the Company or any Group Company or any entity or person which, on the termination of your employment, is in the process of negotiating with the Company or any Group Company. During the said period, you shall also not directly or indirectly, employ, or solicit or entice away from the Company or Group Company on behalf of any person or entity in which you are interested, any employee with whom you have worked closely in the 12 (twelve) months prior to the termination of your Contract, or any employee having confidential or proprietary information about the Company or any Group Company, for the purpose of being employed in any business similar to, or which competes with, that of the Company or any Group Company. You shall not take any action that results in or is likely to result in damage or disruption to the business relations between any Customer and the Company and/or any Group Company. You shall disclose to the Company any potential conflict of interest in respect of your employment or performance of your duties, roles and responsibilities in connection therewith, before the commencement of employment and at any time during the term of your employment. You agree and acknowledge that the restrictions contained in this Clause are reasonable and are necessary to protect the interests and goodwill of the Company and Group Companies and their proprietary processes, practices and information. In the event such

restrictions shall be adjudged to be void or going beyond what is reasonable, the said restriction shall apply with such modifications as may be necessary to make it valid and effective or as the Company may determine.

Exclusivity and Non-Delegation of services

As agreed by you with an objective to provide your best services to us and in view of your specialization, know-how and experience, you hereby voluntarily agree that you will provide your services on an exclusive basis to the Company. You shall not assign or delegate any of your functions, roles and responsibilities without the prior written consent of the Company. The Company may assign your services to any of its subsidiary, associate or group company.

Term and Tenure of the Contract

This engagement is valid 14th February 2022 till 30th July 2022 unless terminated earlier in terms of Contract Termination below. After this term, the engagement may, without intended to be any commitment in this respect, be reviewed and renewed if mutually agreed to in writing by both Parties on mutually acceptable terms and conditions.

Tax

You are responsible for any and all personal income tax and social security liabilities to the extent that they may become applicable to you.

Adherence to Laws

You shall while discharging your obligations for this employment, comply with all the applicable laws including but not limited to Information Technology Act, 2000, laws of intellectual property rights and applicable press and media laws. In consideration to the valuable remuneration / payment / other benefits made under this Contract, all your posts or any material created or any work in any media, including but not limited to on social networking, micro blogging, video publishing, other social platforms, mobile platforms, internet websites like www.facebook.com or www.twitter.com, blogs or discussion forums, or newsgroups or mailing lists, through any means or under any name, directly or indirectly, all intellectual property rights in such material or work, shall vest solely with the Company in perpetuity. It is also agreed that you shall create or post any material or work in any media only with prior written approval of the Company, which may be allowed on a case-to-case basis, subject to prevailing Company Policies. All acronyms and passwords used for creating or posting any such material or work shall be deemed to be the sole property of the Company. Notwithstanding anything contained above, you may operate any internet user account in a personal capacity. You shall not post any news and other related material on such personal internet user account without written permission of the Company/ or its legal representatives. In the event the Company approves posting of any material or work in any media, as stated above, all posts by you shall be made under a name / acronym which contains the Company's trademark "Galytix Analytics Private Limited" or any other mark allowed by the Company, as a prefix or a suffix. You shall not alter the allowed name / acronym or any related password(s) without written permission of the Company, to be given by Company's relevant director or shareholder. For the consideration under this Contract, and in light of the fact that such posting shall be advertised by the Company in its sole discretion and at its expense in various media, you agree that any and all goodwill that is generated from your said posting, all content of the material or work created for such posting, the platform of such posting and related followership of people / unit of friends / readership, acronyms and passwords shall also be owned by the Company as the first rights holder and that you shall do everything required, both legally and morally, to ensure that such rights subsists in perpetuity with the company.

You shall not, on any forum, post any content which is false, libelous, slanderous, defamatory or disparaging, or do any other act or omission which, in the opinion of the Company, damages, harms or brings into disrepute, the Company (or its investors, promoters, directors, officers, employees, agents, suppliers or Group Company) or the Company's goodwill, business, brand, policies or services.

Contract Termination

Notwithstanding anything to the contrary contained in this Agreement, the Company may terminate its engagement forthwith, if you have, in the sole opinion of the Company, committed any act of gross negligence, fraud, moral turpitude or willful breach of any of the terms of this engagement. This engagement may be terminated immediately by either party at any time without assigning any reason whatsoever.

Return of Confidential Information and Material

Upon termination, you shall promptly return, deliver to the Company or otherwise dispose of in accordance with the Company's directions, all Confidential Information, copies of all documents, records relating to the business or affairs of the Company or any Group Company or any of their clients/customers, shareholders, employees, officers, suppliers, distributors and agents and you shall not be entitled to retain any copies or reproductions of any such documents (regardless of whether they contain any Confidential Information or not). You shall also promptly return any other property of the Company, including, without limitation, laptops, mobile phones, electronic equipment, key passes, Company ID, cupboard keys, tools and equipment, as may be in your possession or under your control. On termination of your employment, you shall immediately cease to make any representations that you are associated with the Company or hold out as being connected with the Company in any manner whatsoever. During the notice period, you shall continue to perform your respective obligations under the Contract subject to the Company's rights to require you not to do as stated in this Contract. The provisions in this and in all other clauses included in this Contract shall however survive the term and termination of this employment, regardless of the reasons for such termination. Nothing herein shall limit the right of the Company to require you to perform your obligations under this paragraph at any time prior to the termination of your employment with the Company.

Data Protection

You hereby consent to the Company collecting, processing, handling and/or transferring your data/information, including personal and sensitive personal data, as may be required in connection with your employment (whether for legal, personnel, administrative, management, human resource or other purposes) or in accordance with applicable law. The Company shall have the right to inspect and/or retain any laptop, computer, smartphone, tablet, hard drive, hard disk, USB/pen drive, DVD, CD, memory card, system or other medium of the Company including all data, emails, communication or information stored or displayed in such devices in order to ensure compliance of your obligations under this Contract or the policies of the Company or applicable law or the interests and goodwill of the Company and its proprietary processes, practices and information. You agree that you have no objection to such inspection and/or retention by the Company.

Dispute Resolution

The Parties agree that any dispute or difference in relation to or arising out of this employment or the interpretation of terms hereof, which cannot be resolved by means of amicable discussions or mediation within thirty (30) days of the arising of the dispute, shall be resolved by a sole arbitrator appointed by the mutual agreement of the parties under the provisions of the Indian Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English, and the seat and venue of arbitration shall be New Delhi.

Governing Law and Jurisdiction

This Contract shall be governed by laws of India. Subject to the arbitration clause above, the courts at Gurugram shall have exclusive jurisdiction with respect to matters arising out of or in connection with this Contract.

Contract in Mutual Interest

Both parties agree that this Contract is in their best mutual interest, and has been entered into by them with their free will and full disclosure on both sides.

Complete Contract

This document constitutes the entire Contract, and supersedes any agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the employment. None of the Parties is relying on any such previous discussion, and shall be bound only by the specific terms and conditions incorporated herein.

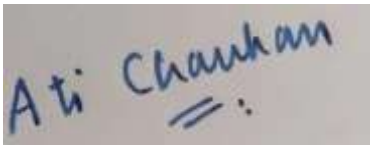
No Authority

You acknowledge that you shall not have any right or authority to bind the Company in any contract except within the scope of authority properly delegated to you by your supervisor or with the prior written approval of the Company.

Please signify your acceptance of the terms as stated above by signing and returning the duplicate copy of this Contract.

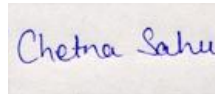
We welcome you in the Company and wish you a long and successful career with us.

For Galytix Analytics Pvt. Ltd.



Ati Chauhan
Head- HR & Operations

The role and its terms & conditions as contained herein are accepted, the same being in my best interest.



Chetna Sahu
Date of Birth 27/07/1995
Aadhaar No: 945565245820
Address: Malapada Balangir Orissa-
767001