



Third Eye Data Analytics Services India Private Limited

11/04/2023

Pranav Maheshgaddi

H/NO - 4696A/14 Basav Nilay

Jay Nagar, Hukkeri Road, Near Nesari Gardan Sankeshwar

Sankeshwar Hukkeri Belagavi, Karnataka

PIN: 591313

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8861909177

Dear Pranav,

Congratulations! Further to the recent discussions that we have had with you, we are pleased to invite you to join Third Eye Data Analytics Services India Private Limited for the profile of Junior AI Engineer.

We would like to thank you for your decision to join the company. You are requested to join us from 17/04/2023 . In this assignment, you will be posted at Remote, (till notified to join at a physical location in Kolkata, Hubballi, or Bengaluru)

Compensation : During the probation, you will be paid a stipend of up to ₹ 15,000/- with an hourly rate of ₹ 250 while working on internal and/or client projects.

There would be no payments while taking training classes. You will be offered opportunities to work on internal and/or client projects based on your class attendance, technical progress, and general aptitude.

Tenure : 3 Months Probation

1. Your appointment at Third Eye as a full-time employee is subject to you performing as per management's satisfaction in the performance review, which will be conducted after you complete three months with the company.
2. After selection as a full-time employee of Third Eye, a salary of ₹ 4.5 Lakhs to ₹ 7 Lakhs per annum will be paid as per the performance review result
3. After being absorbed as a full-time employee, you will have to serve notice period of maximum of two months, should you resign from the company. The company can release you at its discretion.
4. Detailed Terms and Conditions of this employment can be found in terms of Annexure A, and is also enclosed with this letter. The contract of employment would be deemed to



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be complete and valid from the date of your joining the organization.

It is subject to your acceptance of the terms and conditions set out therein, and submitting all necessary documents to the satisfaction of the Human Resources department.

5. We are also enclosing Annexure B, which you need to fill and send back with the signed copy of this Letter of Confirmation. Upon receiving this letter, please write to **Mrs. Moon Banerjee** at hr-india@thirdeyedata.ai to confirm your date of joining.

6. To complete your new intern record and ensure that your first day with us runs as smoothly as possible, please bring with you the documents detailed in Annexure C.

We look forward to a long and mutually beneficial association with you.

Yours Truly,

For Third Eye Data Analytics Services India Private Limited

Name: Debjyoti Das

Signature: *Debjyoti Das*

Title: Founder & CEO

Date Signed:



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Your initial place of work may be at any of the Company's locations in Kolkata, Hubballi or Bengaluru. However, your services are transferable and can be transferred/seconded or deputed by the Company to any office or its client/affiliate's office in India or abroad; whether existing at the date of your appointment or to be established thereafter at the discretion of the Company. During Covid, pandemic management will permit you to work from other locations, including your home.

TAXATION

It shall be your responsibility to meet all requirements under the Indian Income Tax laws, including tax compliance and filing of tax returns. The Company shall withhold taxes from your allowances as per the Indian Income Tax laws as amended from time to time.

DUTIES

You are obliged to perform the duties assigned to you with due care and diligence in accordance with the instructions set by the Company.

NON-DISCLOSURE & NON-SOLICITATION

Your internship and subsequent employment will be governed under the Non-Disclosure, and Non-Solicitation terms and conditions as outlined in Annexure B.

USE OF COMPANY MARKS

You agree that you will not retain or use, your account or any other account, at any time, any trade names, trademarks, service mark, or other proprietary business designation used or owned in connection with the business of the Company, or any of the clients of the Company. For clarity, it is hereby declared that ownership and title to all of the aforesaid properties shall at all times be vested in the Company, or its related clients, as the case may be.

EMPLOYMENT INVENTION

You agree that all inventions, designs, improvements, writings, and discoveries made during your employment and pertaining to the business conducted by the Company or its clients that you may have been assigned to, shall remain the exclusive property of the Company or its client, and whatever the case may be. You shall protect the same against infringement by others.

CONFLICT OF INTERESTS

By joining the services of the company you confirm that you have disclosed fully to the Company any business interests or circumstances that conflict with the Company's interests. You agree to disclose immediately to the Company any conflict of interest



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between the Company and you or any immediate relatives that may arise during your employment.

TERMINATION OF EMPLOYMENT

During the probation period, the company is free to terminate the candidate at any point in time.

Notwithstanding anything written in the agreement if, at any time in the opinion of the Management, which is final in this matter, you are found to be a non-performer or guilty of dishonesty, disorderly behaviour, negligence, indiscipline, absence from duty without permission, harassment of any form including and not limited to gender, sexual orientation, religion, race or colour, misbehaviour with other employees or any other conduct considered by the Management different to our interest or in violation of one or more terms of this contract, your services may be terminated forthwith without notice and company will not be liable for any compensation/payments.

Kindly sign and return a copy of this contract in acceptance of the terms and conditions set out.

We look forward to a mutually beneficial association with you.

The contract of employment would become valid from your date of joining the organization and submitting all necessary documents.

I hereby agree to and accept the aforesaid offer. I also declare, read and understand the terms and conditions of the contract of employment, and I agree to abide by the same.

Full Name: _____

Signature: _____  _____



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ANNEXURE B

NON-DISCLOSURE & NON-SOLICITATION

I recognize that during the course of my probation &/or employment with **Third Eye Data Analytics Services India Private Limited** ('the Company') I may have access to confidential and / or proprietary information (as hereinafter defined) belonging either to the Company or its customers, clients business partners, employees or independent contractors. I further acknowledge that during my probation & employment, I may create or develop additional confidential and / or proprietary information while performing my duties for the Company or its customers.

As part of my consideration for my probation & / or employment, I agree as follows:

A. Definition. As used in this agreement, the following terms have the following meanings:

- 1) **"Employee"** means any individual whether employed directly or indirectly by the Company, including any independent contractors, subcontractors, or any individual who is employed by a third party that contracts with Company to provide services and /or labour.
- 2) **"Customer' or Client"** means any person or entity whether a corporation, partnership limited liability Company for whom the company provides services to, whether directly or indirectly and includes both any intermediary provider and /or end customer.
- 3) **"Inventions"** means all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, technology, know-how, negative know-how, data research, techniques and technical data (whether or not patentable or registrable under patent, copyright or similar statutes and including all rights to obtain, register perfect and enforce those proprietary interests) that are related to or useful in the Company's presents or future business or the Company's customers ' present or future business or result from use of property owned ,leased or contracted for by the Company. "Inventions" shall also include anything that derives actual or potential economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.



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4) **“Proprietary Information”** means information

a. that is not known by actual or potential competitors of the Company or is generally unavailable to the public.

b. that has been created, discovered, developed, or otherwise become known to the Company or in which property rights have been assigned or otherwise conveyed to the Company, and that derives economic value or potential economic value to the Company's or Company's customers present or future business.'

Proprietary Information” shall include trade secrets belonging to the Company or its customers, clients, business partners, employees or independent contractors, and includes such information as may be related to these parties' services, products, customers, business methods, strategies, pricing, billing, financial data, costs, personnel information (including, but not limited to names, educational background, work experience, salary requirements, supplier contracts, customers contracts, technology, software, computer programs and other documentation, computer systems, Inventions, developments, trade secrets of every kind or character, information designated by any of these parties as being proprietary or confidential and all other information that might reasonably be deemed confidential.

B. Duty of Trust and Confidentiality: My Internship &/or employment creates in me a duty of trust and confidentiality to the Company's customers with respect to the Proprietary Information, Inventions, or any other information:

1) related, applicable, or useful to the Company's business or the Company's customers' business including the Company's and the Company's customers' anticipated research and development: or

2) resulting from any tasks assigned to me by the Company's customers or

3) resulting from the use of the equipment, supplies, or facilities owned, leased, or contracted for by the Company or Company's customers': or

4) Related, applicable, or useful to the Company's business or the Company's customers or clients, which may be made known to me by the Company or by such client or the customer, or learned by me during my employment.



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C. Continuing Obligation of Nondisclosure: At all times, both during my Internship &/or employment and after cessation of my internship &/or employment, whether the cessation is voluntary or involuntary:

- 1) I shall keep in strictest confidence and trust all Proprietary Information: and
- 2) I shall not disclose, use, Induce or assist in the use or disclosure of any Proprietary Information or rights without the Company's prior express written consent, except as may be necessary for the ordinary course of performing my duties as an employee of the Company.
- 3) At all times during my Internship &/or employment, I shall promptly advise the Company of any knowledge that I may have of any unauthorized release or the use of the Company's Proprietary information and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining, or being furnished with any Proprietary Information.
- 4) I will not at any time during my Internship &/or employment with the Company or thereafter for myself or any other company to divulge the name or address or any other information concerning the Company's accounts, clients, customers, business patrons, or technical, temporary or staff.

D. Confidential and Proprietary Information of the Company's Customers and Clients:

The Company has received and in the future will receive from its Customers and clients Proprietary Information subject to the Company's duty to maintain the confidentiality of such information and to use it only for certain limited purposes. I owe the Company and the Company's Customers and clients during my internship &/or employment and continuing thereafter a duty to hold all such confidential or proprietary information in the strictest confidence, and I shall not disclose, use, or induce or assist in the use or disclosure of any such confidential or proprietary Information without the Company's prior express written consent, except as may be necessary in the ordinary course of performing my duties as an intern/employee of the Company, consistent with the Company's agreement with its customers and /or clients.

E. Assignment of the Proprietary Information and Inventions:

- 1) All Proprietary Information and Inventions shall be the sole property of the Company or Company's customers and their assigns, and the Company and /or the Customers and their assigns shall be the sole owner of all rights.



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2) I assign to the Company all the rights that I may have acquired and any other rights I may have pertaining to the Proprietary Information or Inventions.

F. Conflicting Employment: Business Opportunities. During the period of my employment:

1) I shall not directly or indirectly engage in any employment, occupation, consulting, or other business activity which the Company shall determine in good faith to be in competition with the Company or to interfere with my duties as an employee of the Company; and

2) I shall not engage in any business enterprise that would be in competition with the Company, and

3) I shall promptly disclose to the Company's appropriate corporate officers or directors all business opportunities that are (i) presented to me in my capacity as an officer or employee of the Company, and (ii) of a similar nature to type of business the Company currently engages in or has expressed an interest in engaging in the future; and

4) I shall not usurp or take advantage of any competing business opportunities without offering such opportunity to the Company.

G. Non-Solicitation of Employees:

I agree that for the period of my probation &/or employment with the Company and for two (2) years after the date of termination for any reason of my internship &/or employment with the Company, I will not, directly or indirectly, (i) solicit, hire, recruit, encourage, or induce (or assist or encourage any third party to solicit, hire, recruit, encourage, or induce) any employee or independent contractor of the Company to leave the employ of or to cease to perform services for the Company or to work for any person or entity that is in competition with the Company, or (ii) call on, solicit or attempt to interfere in any way with the Company's relationship with any client or customer of the Company on whom I called or with whom I became acquainted during my employment with the Company, either for myself or for any other person or entity. I acknowledge that any activity in derogation of these provisions would constitute unfair competition in which I agree I will not engage.



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H. Additional Activities.

1) **Unfair Competition;** In addition, after the termination of my internship & / or employment for any reason, I hereby acknowledge that my covenants under Sections 1, 2, and 3 of this Agreement shall expressly survive such termination and that any use or disclosure of such Proprietary Information and/or Company Inventions for the benefit of any person or entity other than the Company would result in unfair competition against the Company. I agree that I will not engage in such unfair competition.

2) **Unfair Competition;** Unauthorized Use of Specific Information After Internship & / or Employment Terminates. Without limiting anything set forth in this Agreement, to the extent consistent with law, I hereby acknowledge that, if I were to become directly or indirectly engaged in or with any business, whether as an employee or otherwise, that involves the provision of professional data processing services, other than for the benefit of the Company, at any time within two (2) years after the date of termination for any reason of my employment with the Company, I would necessarily use and/or disclose Proprietary Information and/or Company Inventions, whether unintentionally or otherwise. Any such unauthorized use or disclosure would constitute unfair competition, in which I agree I will not engage.

I. Returning the Company Documents and Other Tangible items:

On completion/termination of my internship/employment for whatever reasons, whether with or without cause, I shall not take or allow a third party to take and I shall deliver to the Company, all original copies and all reproductions of Proprietary, information, including devices, records, sketches, reports, notebooks, proposals, lists correspondence, equipment, documents, computer diskettes, photographs, negatives undeveloped film, notes, drawings, specifications, tape recordings or other electronic recordings, programs, data or other material or property of any nature belonging to the Company or pertaining to my work with the Company or its customers. I recognize and acknowledge that the unauthorized taking of any Proprietary information from either the Company or its may be a crime under the Indian Penal Code or any other law in force.

J. Termination of Employment:

The terms and conditions of this Agreement shall continue to apply to any period after termination of my Internship &/or employment, for whatever reasons, and to any period during which I perform services for the Company as an Intern, employee, consultant or independent contractor.



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K. Notification to New Employer:

If I leave the employ of the Company, I consent to the Company's notification to any new employer of my rights and obligation under this Agreement.

L. Representation and Warranties:

I represent and warrant that:

1. My performance of all the terms of this Agreement and as an intern &/or employee of the Company does not and will not breach any agreement to keep in confidence or in trust prior to my employment. I have not and shall not enter into any agreement, either written or oral, in conflict with this Agreement.
2. I have not brought and will not bring to the Company, or in my employment any materials or documents of a former employer that are not generally available to the public, unless I first obtain express written authorization from any such former employer for their possession and use.

M. Choice of Law and Forum Selection:

This Agreement shall in all respects be governed by and construed in accordance with Indian laws, including all matters of construction, validity, and performance. I agree that any claim dispute or controversy arising out of or relating to this Agreement or the alleged breach or termination thereof must be brought in the jurisdiction of Kolkata, West Bengal, or Bengaluru, Karnataka.

N. Legal and Equitable Remedies:

I agree that my breach or threatened breach of any provision of this Agreement could cause irreparable damage to the Company that could not reasonably or adequately be compensated in damages in an action at law. Accordingly, I hereby agree that, in addition to any other available remedies in equity or at law, the Company shall be entitled to an appropriate injunctive or equitable remedy (together with reasonable attorneys' fees, costs, and disbursements) for the purpose of restraining me from any actual or threatened breach of or otherwise enforcing the terms of this Agreement, without the necessity of proving damages or posting any bond or other security. Each and every remedy that the Company may have for my breach of this Agreement shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity, by statute or otherwise.



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O. Enforceability and Severability:

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal or, unenforceable, such illegal or unenforceable portion shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in force and effect and enforceable in accordance with its terms.

P. Amendment and Modification:

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by the Director of the Company.

Q. Entire Agreement:

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understanding or agreement of the parties. No party has been induced to enter into this Agreement by, or is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

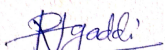
R. Successors and Assigns:

This Agreement shall be binding on and shall insure to the benefit of the parties to this Agreement and their respective heirs, executors, assigns, and administrators.

S. This agreement is severable so that a judicial finding that a portion of this agreement is unenforceable, for any reason, shall not affect the enforceability of the remainder of this agreement.

I HAVE READ ALL OF THIS AGREEMENT AND UNDERSTAND AND ACCEPT THE OBLIGATION WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATION HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Full Name: _____

Signature & Date:  _____



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ANNEXURE C

Below are the lists of documents that we request you to bring along with you on the date of joining to facilitate the joining and appointment process at the company:

	Particulars
1	Copy of your updated Resume
2	Date of Birth Certificate
3	Copy of full set of Offer and Appointment Letter, self-attested on all pages
4	Professional / Educational Certificates and Mark Sheets towards: 10th standard or equivalent examination 12th standard or equivalent examination Graduation Post-graduation / Doctorate Other relevant educational or skill certifications
5	Copy of PAN Card or Acknowledgement Slip of Form 49, if applied for PAN No.
6	<u>Passport - all non-blank pages</u>
7	Permanent and current Residential Address proof (Ration Card / Voter ID Card / Licence Copy etc.)
8	Three COLOR PHOTOGRAPHS with WHITE BACKGROUND (Name and blood group to be mentioned at the back of each photograph)
9	Previous Employer(s) PF Account No. and Pension Account No. with complete address of PF Trust (In case new joiner wishes to Transfer his/her PF)
10	New Joiner's family (Parents, Spouse, Children) details, including their DOB
11	Bank Account No. for allowances credit
12	Blood Group of Self and Family members
13	Experience Letter (s) from all your PAST employers including details of period of employment, if applicable
14	Latest Pay-slip / Salary Certificate from the last two employers, if applicable
15	Resignation/ Relieving letter of last 2 employers, If applicable



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You are kindly requested to bring the original certificate/mark sheets/documents for all the above-listed items, for verification at the time of joining.