

June 14, 2021

Venkata Siva Mahesh Kumar Gontla

19-4-1, Flat no-204, Sai Towers,
SP Street, Bhimavaram, West Godavari,
Andhra Pradesh-534201

Dear Venkata,

Further to our discussions to date, we, Solugenix India Private Limited (“Company”), are pleased to offer you an employment with the Company on the terms and conditions set out below.

If you accept employment on these terms and conditions, please signify your acceptance by signing in the space provided below and submit this document representing your acceptance.

This appointment letter sets forth the entire offer of the position and entirely supersedes all prior offers, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee, or representative of the Company; no officer, employee or representative of the Company, is authorized to offer any term or condition of employment which is in addition to or different than those set forth in this letter.

1. Position

Your title will be **Senior Software Engineer – Development Services** As an employee of the Company, you will be required to serve in the Hyderabad office of the company, in India, located at, 6th, 7th and 8th Floor, Block - B, Roxana Towers, Greenlands, Begumpet, Hyderabad - Telangana - 500016, India or any other work location assigned to you by the Company.

2. Date of Commencement

Your date of commencement of employment with the Company will be on **June 14, 2021**.

3. Pay

3.1 Your remuneration - Cost to Company - will be **INR 12,00,000 (Twelve lakhs)** per annum. The detailed break-up of the Cost to Company is indicated in Annexure A. The payment is subject to deduction of all applicable taxes and statutory compliances in accordance with the law.

3.2 Salary reviews will be conducted on an annual basis in December where matters such as your performance, company profitability and general market conditions will be assessed. A salary review will not automatically lead to an increase in your salary.

3.3 The Company will make base contributions to a Provident Fund as per Employees Provident Funds and Miscellaneous Provisions Act, 1952 (“Provident Fund Act”).

Solugenix India Private Limited

Corporate Office - India

Solugenix India Private Limited

6th, 7th & 8th Floor, Block - B, Roxana Towers, Greenlands
Begumpet, Hyderabad - 500016, Telangana, India

Phone : +91 40 23754140/42/43

Email : india@solugenix.com

CIN : U74200TG2005FTC045234

Corporate Office - USA

Solugenix Corporation

601 Valencia Ave, Suite 260

Brea, California (CA) 92823

Phone : +1 866 749 7658

Fax : +1 714 223 5704

4. Duties, Responsibilities and Employment Conditions

- 4.1 In this position, you will at all times carry out your duties of that position as are assigned to you from time to time and all incidental duties in a diligent, timely and competent manner.
- 4.2 While employed with the Company you may not be engaged in any other form of employment or business without the prior approval of the Company.
- 4.3 In this position, you are being hired to work exclusively on projects for Solugenix India Private Limited.
- 4.4 Any work including but not limited to coding, design, product created by you in the course of providing services during your employment with the company is deemed to be work-for-hire under the Copyright Act in India and under international copyright laws and that the Company will be considered the owner of such copyrightable works.
- 4.5 A newly hired employee enters a probationary period beginning on the date of joining and continuing for six (6) months. This period may be extended by the Company, if needed. During your probationary period, your manager or other individual will instruct you by providing training, guidance and relevant information. At the end of the probation period, reporting manager and Human Resource personnel will appraise your performance after which the decision will be taken to confirm your services with the Company. In the event your employment is confirmed, the Company will issue a letter of confirmation to you. In case of no confirmation letter is issued to you by the Company either prior to or upon the lapse of the probation period, your employment with the Company shall be deemed to be terminated upon the lapse of the probation period without further notice or in the alternate your probation period may be further extended for a period of six (6) months.

5. Working Hours

- 5.1 Your working week will consist of forty- five (45) working hours. However, you may be required to work such additional hours as are necessary to meet business needs. Your salary and benefits have been calculated to compensate you for all hours worked.
- 5.2 You will be required to work in shifts as per the requirement of the Company.

6. Leaves & Holidays

- 6.1 Entitlement to leaves shall be in accordance with the policies stated in the Company's leave policy.
- 6.2 Before an employee takes leave, it has to be formally approved by his/her reporting manager.
- 6.3 In addition to leaves, employees are entitled to the holidays in accordance with the Company's holiday list.

7. Abandonment of Employment

Should you fail to attend work for three (3) consecutive business days without notifying the reporting manager or the HR department and without a valid reason, you will be deemed to have abandoned your employment forthwith.

Solugenix India Private Limited**Corporate Office - India**

Solugenix India Private Limited
6th,7th & 8th Floor, Block - B, Roxana Towers, Greenlands
Begumpet, Hyderabad - 500016, Telangana, India
Phone : +91 40 23754140/42/43
Email : india@solugenix.com
CIN : U74200TG2005FTC045234

Corporate Office - USA

Solugenix Corporation
601 Valencia Ave, Suite 260
Brea, California (CA) 92823
Phone : +1 866 749 7658
Fax : +1 714 223 5704

8. Termination of Employment

- 8.1 This employment may be terminated by the employee by giving Sixty (60) days' notice or notice pay (on monthly gross salary) in lieu of this notice period during the probationary period and Ninety (90) days' notice period or notice pay (on monthly gross salary) in lieu of this notice period after confirmation. The company also reserves the right to terminate you by giving fifteen (15) days' notice or notice pay (on monthly gross salary) in lieu of this notice period during the probationary period and thirty (30) days' notice period or notice pay (on monthly gross salary) in lieu of this notice period after confirmation. The company also reserves the right to release you upon your resignation prior to conclusion of your notice period without paying notice pay for the balance notice period. This is acceptable only on approval from your reporting manager & the Company's Human Resources department.
- 8.2 Notwithstanding clause 8.1, the Company may terminate your employment without notice in the event of serious misconduct by you including but not limited to, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or breach of security and security policies or misappropriation or misuse by you of the Company's property, or insubordination or failure to comply with the directions given to you by persons so authorized, or your insolvency or conviction for any offence involving moral turpitude, or breach by you of any terms of this Agreement or the Company Policy or other documents or directions of the Company, or irregularity in attendance, or your repeated failure to provide assigned duties or closure of the business of the Company, or redundancy of your post in the Company, or upon you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients. Note that company will not provide you any documentary evidence in case of termination for the aforesaid reasons.
- 8.3 Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations, and projects etc.
- 8.4 At the time of termination of your employment, if there are any dues from you, the same may be recovered from you or adjusted against any money due to you from the Company on account of salary, bonus or any other such payments.

9. Expenses

The Company will compensate you for expenses properly incurred while on official Company business. All claims must be made on standard claim forms and include receipts and vouchers. Should you be in doubt as to what justifies an allowable expense you should discuss this with your immediate manager prior to incurring the expense.

10. Copyright / Trade Secrets

All works provided by you during your employment with the Company whether during regular office hours or otherwise shall be the property of the Company, and if so, requested you shall do all such things as are necessary to confirm title of such property in the Company.

Corporate Office - USA

Solugenix Corporation
601 Valencia Ave, Suite 260
Brea, California (CA) 92823
Phone : +1 866 749 7658
Fax : +1 714 223 5704

Solugenix India Private Limited

Corporate Office - India

Solugenix India Private Limited
6th,7th & 8th Floor, Block - B, Roxana Towers, Greenlands
Begumpet, Hyderabad - 500016, Telangana, India
Phone : +91 40 23754140/42/43
Email : india@solugenix.com
CIN : U74200TG2005FTC045234

11. Confidentiality and Proprietary Information

- 11.1 You will not disclose to the Company or induce the Company to use the proprietary information of others. By accepting this letter of employment, you certify to the Company that you do not have any existing obligation to others that might be inconsistent with any of the provisions in this letter of employment.
- 11.2 The Company respects the right of every company to protect its confidential and proprietary information. We do not want you or any individual interested in employment with the Company to use or disclose to anyone at the Company any confidential or proprietary information belonging to any other company at any time before, during or after your employment with the Company. Therefore, between the date of your offer letter and the date you begin employment with the Company, it is critical that you understand and comply with your continuing obligations to protect your current and past employer's confidential and proprietary information. Your failure to observe those continuing obligations could result in the Company's refusal to hire or, if discovered after you have already begun employment with the Company, disciplinary action up to and including termination of your employment.
- 11.3 The employee shall not at any time or for any reason, whether during the employment or after its termination, use or disclose to any person, any confidential information relating to the company's business except where release of such information may be reasonably necessary to enable the employee to fulfil their duties and obligations under the employment agreement.
- 11.4 The employee shall not remove or copy any company information including client/customer information, without the consent of the company.
- 11.5 The employee shall not disclose any confidential information to any other employee or other person who is not authorized to receive it.
- 11.6 The employee shall not use any confidential information relating to the company's business or information gained through their employment for their own benefit.
- 11.7 The employee shall not attempt to use any confidential information in any manner, which may injure or cause loss, whether directly or indirectly, to the company.
- 11.8 After termination of employment with the company, employee shall not directly or indirectly make a record of, or divulge or communicate to any other person, any information regarding the company's business.

12. Return of Materials

At the request of the Company, or on your termination of employment or on your resignation, you have to deliver to your immediate authority all the materials like papers, notes, data, reference material, sketches, drawings, memoranda, documentation, software, tools, apparatus and any other material prepared or made, in whole or in part by you at any time during your employment with the Company. If you fail to do so, the Company may withhold payment of your dues, if any, and/or take such steps as may be called for to recover them from you. You will be responsible for all such items or property and shall immediately report loss of property, if any, in your possession to the Company for taking necessary action in this regard. Failure to do so will automatically entitle the company to recover any loss amount from you.

Corporate Office - USA

Solugenix Corporation
601 Valencia Ave, Suite 260
Brea, California (CA) 92823
Phone : +1 866 749 7658
Fax : +1 714 223 5704

Solugenix India Private Limited**Corporate Office - India**

Solugenix India Private Limited
6th, 7th & 8th Floor, Block - B, Roxana Towers, Greenlands
Begumpet, Hyderabad - 500016, Telangana, India
Phone : +91 40 23754140/42/43
Email : india@solugenix.com
CIN : U74200TG2005FTC045234

13. No Solicitation and Non-Compete

- 13.1 During and for a period of one (1) year after the termination of your employment with the company, you shall not entice away from the Company any person who has been in employment or under the consultation or under apprenticeship. Further you shall not solicit or seek or attempt to solicit customers or carry-on business with any person, firm or company who has at any time during the twelve months immediately preceding the termination of your employment, carried on business with the Company, without the prior written consent of the Company.
- 13.2 During and for a period of one (1) year after the termination of your employment with the Company, you shall not in any manner either directly or indirectly solicit or entice the other employees or customers of the Company to join or enter into transactions, as the case may be with either you directly or indirectly or with other entities which are in direct or indirect competition with the Company.

14. Company Policies

- 14.1 You will be required to comply with all policies and procedures of the Company at all the times. You are also required to comply with the Company's Code of Conduct, in particular, with respect to its requirements concerning confidentiality, information security and security policies and conflicts of interest.
- 14.2 Further details of all schemes and policies referred to in this letter can be obtained from the Human Resources department of the Company, on request.
- 14.3 The Company may, at its sole discretion, transfer you to any other office of the Company in India or overseas or to any of its affiliates as long as the benefit of your employment accrues to the Company. In such case, you shall also be bound by any policy of such other office or affiliate, in existence at the date of this Agreement or that may be subsequently framed by the Company or the affiliate. You will also be expected to make visits and travel both within India and overseas, as may be necessary for the proper discharge of your duties.

15. Other Terms and Conditions

- 15.1 During the term of your employment with the Company, you are required to disclose all material and relevant information, which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly. If at any time during your employment, the Company becomes aware that you have suppressed any material or relevant information required to be disclosed by you, the Company reserves the right to forthwith terminate your employment without any notice and without any obligation or liability to pay any salary or other dues to you irrespective of the period that you may have been employed by the Company. Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing within three (3) business days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or electronically or sent by post to you at your address as recorded in the Company's records.
- 15.2 You agree to promote the interests and welfare of the Company.
- 15.3 You agree to conform to and comply with the Company's Policy and such directions and orders as may be from time to time given by the Company.

Corporate Office - USA

Solugenix Corporation
601 Valencia Ave, Suite 260
Brea, California (CA) 92823
Phone : +1 866 749 7658
Fax : +1 714 223 5704

Solugenix India Private Limited**Corporate Office - India**

Solugenix India Private Limited
6th,7th & 8th Floor, Block - B, Roxana Towers, Greenlands
Begumpet, Hyderabad - 500016, Telangana, India
Phone : +91 40 23754140/42/43
Email : india@solugenix.com
CIN : U74200TG2005FTC045234

- 15.4 You agree that during the term of your employment with the Company, you shall not be engaged either directly or indirectly in any employment, venture or business which is directly or indirectly in competition with the Company.
- 15.5 You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Hyderabad
- 15.6 You confirm and agree that you will not make or publish any derogatory or disparaging statement or do anything in relation to the company or employees of the Company, which is intended to, or which might be expected to damage or lower the reputation of the company.

16. Background Check

Upon your acceptance of this employment, the Company will conduct a background check on you. If the background check finds discrepancies with the information provided by you, or if the background checks shows that you have a criminal record, your employment may be terminated immediately with no further notice or notice pay.

We are very excited about having you on board and wish you success in your new position. Please sign this letter in the space provided below as your formal acceptance of this employment offer.

Yours Sincerely,

Solugenix India Private Limited

Chandra Sekhar Reddy Kothapu
Vice President – Human Resources

ACCEPTANCE OF EMPLOYMENT

I, **Venkata Siva Mahesh Kumar Gontla**, acknowledge that I have read this Offer of Employment and by signing in the space below I hereby accept the offer and agree to be bound by all terms and conditions set out herein.

Date: _____

Signed: _____

Name: _____

Corporate Office - USA

Solugenix Corporation
601 Valencia Ave, Suite 260
Brea, California (CA) 92823
Phone : +1 866 749 7658
Fax : +1 714 223 5704

Solugenix India Private Limited

Corporate Office - India

Solugenix India Private Limited
6th,7th & 8th Floor, Block - B, Roxana Towers, Greenlands
Begumpet, Hyderabad - 500016, Telangana, India
Phone : +91 40 23754140/42/43
Email : india@solugenix.com
CIN : U74200TG2005FTC045234

ANNEXURE - A - SALARY FITMENT SHEET

Employee Name	:	Venkata Siva Mahesh Kumar Gontla
Employee ID	:	SG801
Designation	:	Senior Software Engineer
Department	:	Development Services
Grade	:	E-III
Date of Joining	:	June 14, 2021
Effective Date of Fitment	:	June 14, 2021
Salary Components	Monthly (INR)	Annual (INR)
Basic Salary	50,000	6,00,000
House Rent Allowance	20,000	2,40,000
Other Allowances	25,796	3,09,554
Car Allowance	-	-
Professional Skill Development Allowance	-	-
Food Coupons	-	-
Gross Salary (A)	95,796	11,49,554
Gratuity	2,404	28,846
Provident Fund	1,800	21,600
Employee State Insurance	-	-
Statutory Contributions by the Company (B)	4,204	50,446
Variable Pay (C)	-	-
Cost to Company (A+B+C)	1,00,000	12,00,000
Please note that all matters related to compensation are STRICTLY CONFIDENTIAL & PERSONAL . Any breach of this may result in disciplinary action or termination of employment. All tax liabilities arising out of salary shall be borne by the employee. Variable Pay payouts if any are made half yearly and your eligibility is directly linked to your performance.		
Solugenix India Private Limited Chandra Sekhar Reddy Kothapu Vice President - Human Resources		

Received & Accepted

Employee Signature: _____

Date: _____

Corporate Office - USA

Solugenix Corporation
 601 Valencia Ave, Suite 260
 Brea, California (CA) 92823
 Phone : +1 866 749 7658
 Fax : +1 714 223 5704

Solugenix India Private Limited
Corporate Office - India

Solugenix India Private Limited
 6th,7th & 8th Floor, Block - B, Roxana Towers, Greenlands
 Begumpet, Hyderabad - 500016, Telangana, India
 Phone : +91 40 23754140/42/43
 Email : india@solugenix.com
 CIN : U74200TG2005FTC045234