



Fourkites INDIA PRIVATE LIMITED

8 December, 2020

Keerthana Shree

76/7 Saravana Perumal Street,
Ponni Flats, Purasawalkam,
Chennai, Tamil Nadu, 600084

Dear **Keerthana Shree**:

FourKites India Private Limited (the “**Company**”) is pleased to offer you an internship on the terms and conditions set out in this letter (this “**Agreement**”).

1 Commencement and Term

Your internship with the Company will start on 4 January 2021 and will continue, subject to the rights of termination set out in this letter, for a period of 5 months (the “**Term**”). The start of your internship is subject to the conditions set out in **section 13** below.

2 Working Arrangements

During the Term, you will perform the activities associated with your internship on a full-time basis. The purpose of this training program is to provide you with relevant guidance and further equip you with experience that will be helpful in your future career. In furtherance of this, you are required to report to Team Lead Product Support and be supervised by the person in that position, or such other position determined by the Company. The person supervising you will guide you and review your assignment to ensure that the training is an enriching experience for you.

You will be based at the Company’s premises at Chennai, but you agree to work at other locations in or outside India if required to do so by the Company. Any such change to your location of work shall not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of your internship.

The Company may make the changes described in this **section 2** from time to time at its sole discretion.

FourKites India Private Limited

DLF IT / ITES SEZ, Shivaji Garden, No. 1/124, Block 1A, 5th Floor, Mount Poonamallee Road,
Nandambakkam Post, Manapakkam, Chennai - 600 089. Phone: 044 - 4012 3200

Email: info@fourkites.com Web: www.fourkites.com

CIN: U74900TN2015PTC098868 GSTIN: 33AACCF5195L3ZB



3 Duties

You will perform the duties that the Company may assign to you from time to time. The Company may assign you to perform work for another Group Company from time to time. Depending on the nature of your role, the Company may require you to travel (both locally and internationally) from time to time. Without limiting your obligations to the Company, during your internship you must serve the Company (or, where applicable, any Group Company) faithfully and diligently to the best of your ability and perform to the best of your abilities and knowledge the duties the Company (or, where applicable, any Group Company) assigns to you from time to time.

You agree that the Company may, without the need to terminate your internship and in its sole discretion, modify or remove your assigned activities from time to time without additional compensation to you, in accordance with your performance or the Company's needs. You understand that any such change shall not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of your internship. This is provided the Company believes you are reasonably able to perform such modified or remaining activities.

You will not have the right or the authority to make any representation, contract or commitment for or on behalf of the Company except as may be authorized in writing by the Company. You will have no authority, implied or otherwise, to pledge the credit of the Company. In the event the Company is held liable for any damage, loss, claim or action arising directly or indirectly from any action in violation of this clause, you must indemnify the Company to the maximum extent permissible under the laws for the time being in force in India.

4 Hours

Your normal hours of attendance are 45 hours each week, worked during the Company's normal business hours. The Company's normal business hours are 10.30am to 7.30pm, Monday to Friday..

From time to time, you may be required or need to work such additional hours as may be necessary for the proper performance of your duties. These additional hours can include hours outside normal business hours, or on weekends and public holidays. You are not entitled to any additional payment for such additional hours.

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5 Stipend

The Company will pay you a fixed stipend of INR 15000 per month in accordance with its payroll practices from time to time, subject to tax withholdings and all deductions required or authorized to be deducted by the Company. You will, however, not be entitled to any other allowances or benefits given to the regular employees of the Company.

The Company may, subject to any relevant legal requirements, deduct from your stipend any amounts that you owe to the Company, any other Group Company, or in relation to any benefit plan or arrangement provided or arranged by the Company.

6 Holidays & Absence

Holidays

You are generally entitled to be absent, without deduction from your stipend, on the public holidays observed by the Company.

Notice of Absence

You must notify the Company immediately of every absence from work and its probable duration. Upon request by the Company, you must promptly provide the Company with reasons for the absence. Company policy may set out additional requirements in this regard.

7 Termination

- (a) Your internship may be terminated at any time for any reason:
 - (i) by you giving the Company 30 days notice in writing or paying in lieu thereof; or
 - (ii) by the Company giving you 30 days notice or paying in lieu thereof.
- (b) Nothing in this section prevents the Company from terminating your internship without notice or payment in lieu of notice in the event of your misconduct (including, without limitation, inattention or negligence in the performance of your duties; repeated failure to comply with lawful directions of the Company and its officers; unethical business conduct; fraud, misappropriation or dishonesty in respect of Company's (or any other Group Company's) property; a material breach of this Agreement, the CIANCA (as defined below) or any Company or applicable Group Company policy which applies to you by virtue of your presence on the Company's premises, or conduct, actions or omissions inconsistent with the continuation of your internship; breach of any statutory duty or for any act or omission adversely affecting the goodwill, reputation, credit, operations or

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business of the Company or any other Group Company; habitual unauthorised absence or unauthorised absence for a period exceeding 3 days; creation of an unsafe working environment, including intoxication or consumption of alcohol at work, disorderly conduct, harassment in any manner (including acts of sexual harassment as defined in *Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013*), retaliation against any employee or intern who has complained about harassment, violence or threats of violence, or the use of obscene, offensive or threatening language or gestures, or any other behaviour which undermines the safety and security of the Company's (or any other Group Company's) premises or any employees; commission of any act or offence involving moral turpitude whereby your continued presence in the workplace may pose to be a cause of concern for other employees, interns or the Company or any act not in conformity with discipline or good behaviour or acceptance or offering of illegal gratification;) or in other appropriate circumstances as permitted by applicable law.

(c) Your internship will terminate automatically at the end of its Term.

8 Confidentiality and Intellectual Property Agreement

You must execute the accompanying Confidential Information, Invention Assignment and Noncompetition Agreement (**CIANCA**), which is incorporated into this Agreement and forms part of the terms of your internship. You agree that you will affirm your commitment to comply with the CIANCA, or execute a replacement for the CIANCA, each from time to time as the Company requires.

9 Loyalty

You must use all reasonable efforts to promote the interests of the Group Companies, act in the Group Companies' best interests and devote your time and attention during your working hours exclusively to the discharge of your duties.

10 Occupational Health and Safety

You must comply with all occupational health & safety standards and directions applicable to your workplace. You must cooperate with the Company to ensure the safety of any individuals who may be affected by your work. You must take reasonable care for your own health and safety, and for the health and safety of other individuals who may be affected by your acts or omissions, while in the workplace and while otherwise performing any duties or activities in connection with your internship.

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11 Code of Conduct and Company Policies

You must comply with the Company's Code of Conduct and other policies, as amended from time to time, that apply to you by virtue of your presence on the Company's premises.

You must comply with all of the Group Companies' other policies and procedures that apply to you from time to time by virtue of your presence on the Company's premises.

12 Data Protection

You are expected to read and understand the Company's data protection policy which will be made available to you upon commencement of your internship and comply with it when processing personal data during your internship, including personal data relating to any employee, intern, customer, client, supplier or agent of the Company.

You consent to the Company collecting, processing and handling data, including personal and sensitive personal data as defined in the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011), relating to you for legal, personnel, administrative and management purposes and you agree to the Company making such information available to third parties on a need to know basis. You also consent to the transfer of such information to other Group Companies or to the Company's or other Group Company's business contacts within or outside India in order to further the Company's business interests.

13 Tax Liability

You will arrange to take care of your tax liabilities, i.e. income tax, or any other tax as may be applicable to the aforesaid stipend payments, and the Company will not be liable for the same. All stipend and other payments (if any) to you will be subject to tax withholding in accordance with applicable laws.

14 Conditions on this Offer

Your commencement of your internship with the Company is conditional upon:

- (d) where relevant, the obtaining of all required immigration approvals from the relevant government authorities to enable you to live and to work with the Company in India;
- (e) where required by law or by the Company, certification by the Company's appointed medical practitioner that you have passed with satisfactory results a pre-internship

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medical check-up conducted by such medical practitioner and are fit for your internship;
and

- (f) the Company's satisfaction with the results of a background check in relation to you. If you make any misrepresentations about your background, then this offer and your acceptance will be deemed to be null and void and, if your internship has already commenced, such misrepresentations will be grounds for your immediate termination of your internship without notice or payment in lieu.
- (g) the fact that you have not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime or other similar legal action and there is no lawsuit, arbitration, administrative or other proceeding, disciplinary action, governmental or any other investigation pending or, to the best of your knowledge, threatened against you;
- (h) the fact that you have not been the subject of any adverse court judgment which threatens your solvency or substantially compromises your financial security.

If any of the conditions above are not satisfied, this Agreement will be null and void and you will not commence your internship with the Company.

15 Miscellaneous

It is clarified and you agree that you are not an "employee" or a "workman" of the Company for the purposes of any employment statute and there is no assurance or guarantee that you will be employed by the Company upon completion of your internship.

This Agreement is governed by the laws of India and the courts at Chennai, Tamil Nadu shall have exclusive jurisdiction over all disputes or claims between you and the Company in relation to your internship and the terms set out in this Agreement.

This Agreement and the enclosed CIANCA constitutes the entire agreement and understanding of the parties as to your internship and, in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party. Any offer letter or cover letter which accompanied or forwarded this Agreement is not a part of this Agreement.

This Agreement may only be altered in writing signed by each party. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

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Part or all of any section of this Agreement that is illegal or unenforceable will be severed from this Agreement and the remaining provisions of this Agreement continue in force.

All notices or other communications under this Agreement shall be in writing and communicated to the other party either to his/her/its email id or through facsimile or through registered post as per the details mentioned below:

To the Company, at:

DLF CyberCity, Block 1 A,
5th floor, Shivaji Gardens,
1/124 Poonamallee High Road,
Ramapuram, Chennai -89

To you, at:

76/7 Saravana Perumal Street,
Ponni Flats, Purasawalkam,
Chennai, Tamil Nadu, 600084

Notwithstanding anything contained in this Agreement, in addition to any remedy available to the Company, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, the Company shall be entitled to obtain an injunction against you from a civil court of competent jurisdiction.

The rights and obligations contained in this Agreement and the enclosed CIANCA which are meant to survive termination of your internship shall survive the termination of your internship with the Company.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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16 Definitions

In this Agreement:

- (i) "Group Companies" refers to FourKites, Inc. and its subsidiaries and affiliates that may be formed from time to time, including without limitation, the Company.
- (j) "Group Company" refers to any of the individual Group Companies.

SIGNED by Keerthana Shree)

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Keerthana Shree
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09-Dec-2020

Signature

Date

SIGNED for and on behalf of FOURKITES)
INDIA PRIVATE LIMITED

DocuSigned by:
Neeraj Sharma
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Neeraj Sharma

VP Human Resources

07-Dec-2020

Date

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