

**Springer Nature Technology and
Publishing Solutions**

Tower 8 & 9, Magarpatta City SEZ
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Maharashtra, India

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January 28, 2022

Arpita Patnaik

Kotra Road, Near Vivekanand School,
Railway Bangla, Para Raigarh,
Raigarh, Raigarh, Chhattisgarh - 496001

Dear Arpita,

We are pleased to offer you employment with "**Springer Nature Technology and Publishing Solutions Private Limited**" upon the terms and conditions set forth in this Contract of Employment ("Agreement") as "**Junior Editorial Advisor**" in the **Publishing Solutions**. As mutually discussed, we confirm your joining on or before '**January 31, 2022**'. The details of your employment are mentioned in this Agreement.

1. Salary

- 1.1. Remuneration: You shall receive an annual compensation package, details of which are provided in Annexure A of this Agreement, which shall be subject to such deductions for tax at source, as applicable.
- 1.2. The Company shall be entitled, at any time during your employment, or in any event of termination, howsoever arising, to deduct from your remuneration any monies due from you to the Company, including but not limited to salary, loans or advances and any excess holiday pay.
- 1.3. Please note that the details of the compensation payable to you are strictly confidential between you and the Company and you shall not divulge these particulars to any other person.

2. Probation

- 2.1. You shall initially be on probation for a period of 90 days from the actual date of joining the Company. The probation can be extended further as per the probation confirmation process of the Company.

3. Place of Work

- 3.1. Initially you will be based out of our office at Tower 8 & 9, Magarpatta City SEZ, Hadapsar, Pune 411 013, Maharashtra, India. However, you may at any time be transferred to any another department, unit or location of the Company in India or any branch/subsidiary overseas as may be considered necessary by the Company.
- 3.2. The Company may also depute you to any work or assign your services to any affiliates, associate company, branch, office, joint venture, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement. You may also be required on a temporary basis to work at any office based in India or overseas.

4. Background Check

The Company may conduct a background check verifying your education, previous employment, permanent address, court records check and any other information as may be deemed reasonably necessary by the Company. Should such background check prove unsatisfactory or reveal that the facts have been misrepresented to seek employment, the Company shall deem it to be a misconduct on your part and the Company shall have the right to terminate your employment with immediate effect (without any notice period).

5. Intellectual Property

- 5.1. If at any time during your employment, you solely or jointly, create, conceive, develop, originate, make or design or reduce to practice (whether in a written document, photograph, electronic or digital format or any other medium) or cause to be created, conceived, developed, etc. any Intellectual Property arising from your duties for, or employment with, the Company or Group of Springer Nature companies, it shall be owned exclusively by and shall vest in the Company. Without prejudice to the generality of this Clause 5, you will also be required to assign to the Company any URL or trade mark that is registered by you personally or on your behalf during your employment and that arises from your duties for, or employment with, the Company or any Group of Springer Nature companies. For the avoidance of doubt, any Intellectual Property created, originated, made or designed by you that does not arise from your duties, such as a private website created in your own time which is not competing or related to or similar to the business or activities of the Company, shall be owned by you and not the Company.
- 5.2. In this clause "Intellectual Property" means copyright, patents, goodwill, database rights, rights in confidential information, inventions, original works of authorship, developments, concepts, source codes, computing programs, know-how and any research work, improvements or trade secrets, and all other intellectual or industrial property rights in any part of the world, including the right to sue for past infringements, patents, rights in designs, trademarks and service marks (whether registered or unregistered) including any applications for any of the foregoing inventions, discoveries or improvements.
- 5.3. You will at the request and expense of the Company sign all documents and do such things as may be necessary or desirable to vest or assign, or confirm vesting or assignment of, any such Intellectual Property (referred to in this clause) to the Company, to obtain protection in the Company's name for that Intellectual Property and in order to assign and convey to the Company, its successors, assigns, and nominees, the sole and exclusive rights, title and interest in and to such Intellectual Property.
- 5.4. Attorney-in-Fact. If the Company is unable for any reason, to secure your signature for the purpose of applying for or pursuing any application for any intellectual property registration covering the Intellectual Property assigned to the Company, then you hereby irrevocably designate and appoint the Company and its authorized officers and agents as your agent and attorney-in-fact, to act for and on your behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of such registrations with the same legal force and effect as if executed by yourself.
- 5.5. To the fullest extent permitted by law, you irrevocably and absolutely waive and relinquish in favor of the Company all rights, title and interest (including any moral rights) in any part of the world that you may have in any of the said Intellectual Property belonging to the Company pursuant to this clause and you hereby acknowledge and covenant that you do not and shall not have any rights, title or interest therein in future.
- 5.6. The provisions of this clause will continue in force after the termination of this Agreement in respect of all Intellectual Property created, originated, made or designed by you during the course of your employment.
- 5.7. You will not use, integrate or disclose any third party data or materials that are not validly licensed by the Company unless previously authorized by your manager. You will not infringe or assist others in infringing the Intellectual Property Rights of any third party made available to you by virtue of your employment at any time. You will indemnify the Company (its subsidiaries or its affiliates, their shareholders, directors, officers and employees), promptly upon demand and without any protest or demur, against any losses, liabilities, litigation and expenses suffered or likely to be suffered by the Company resulting from or in any way arising out of any infringement by you of the Intellectual Property Rights of any third party.

6. Non-Compete and Non-Solicitation

- 6.1. You will not during the term of this Agreement and for a period of 2 (two) years following the date of termination of your employment, do or permit any of the following without the prior written consent of the Company.
- 6.1.1. Be concerned with, engaged or interested in, collaborate, or advise or own any business directly or indirectly, which is in competition with any business carried on by the Company, including without limitation companies engaged in similar activities as those of the Company as were performed or developed at any time during your tenure;
 - 6.1.2. Solicit customers or any person who is or has been a customer of the Company for the purpose of offering to that person goods or services similar to or competing with those of the Company;
 - 6.1.3. Cause or permit any person directly or indirectly under your control to do any of the acts or things specified above;
 - 6.1.4. Solicit any employee(s) of the Company, which includes persons employed by the Company after termination of your employment with the Company, for the purpose of offering to that person an employment of any interest in any other company, institution, organization or any business whether owned by you or not.
- 6.2. You recognize and agree that, by reason of your knowledge and access to trade secrets and confidential information of the Company, the covenants contained herein are required to protect the trade secrets, confidential information and goodwill of the Company, its subsidiaries and affiliates and any breach or attempted breach of any of the above conditions will result in immediate and irreparable injury for which the Company will not have an adequate remedy at law, and shall entitle the Company to a decree of specific performance of these restrictions and to a temporary and permanent injunctive relief enjoining the breach thereof to enforce the above mentioned restrictions, and to seek any and all other remedies to which the Company may be entitled at law, including, without limitation, monetary damages, without posting bond or furnishing security of any kind.
- 6.3. You agree that the Company shall not be obligated to make any payments or provide any benefits pursuant to this Agreement if you, during the period in which such payments are being made or benefits provided, engage in any of the activities constituting a breach of this Agreement including specifically this Clause 6 or otherwise act or conduct yourself to the detriment of the Company, its subsidiaries or affiliates. The foregoing provisions of this sub-clause are in addition to and not by way of limitation of any other rights and remedies available to the Company.
- 6.4. You represent and warrant that (i) You have read and understand the covenants contained herein and their contemplated operation and believe, that they are fair and reasonable; (ii) You recognize and agree that the restriction on your activities contained herein are required for reasonable protection of the Company. In the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restrictions shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Clause valid and effective. This Clause shall survive termination or expiry of this Agreement.

7. Termination of Employment

- 7.1. Before confirmation of your employment, during the probation period:
- a) The Company may terminate your services by giving Fifteen Days' notice (or salary in lieu thereof) without assigning any reasons thereof, at the sole discretion of the Company.
 - b) You may terminate your employment with the Company by giving Fifteen Days written notice.
- 7.2. After confirmation of your employment:
- a) Your appointment with the Company is liable to be terminated by the Company, without cause, by giving you Thirty Days written notice or salary in lieu thereof, or

- b) You may terminate your employment with the Company by giving to the Company Thirty Days written notice or by payment of salary in lieu thereof. Provided that the option of payment of salary in lieu of notice period shall be at the sole and absolute discretion of the Company.

You agree and undertake to work with the Company during the aforesaid term of notice. You will be allowed to adjust the annual leaves as per your eligibility against the notice period which will be at the sole and absolute discretion of the Company. You further agree that in case you fail to give the requisite notice, or do not perform your services during your notice period and are absent from duty during any part of the notice period without approval of the Company, the Company shall be entitled to make proportionate deductions from your salary or any other payments due to you for such absence.

You further agree and understand that giving of prior written notice and completion of the notice period is a material obligation of yours, inter alia to ensure smooth handover of your assignments/tasks to other personnel of the Company and to avoid any undue interruption of business/activities of the Company. Accordingly, if you terminate your employment in violation of this Clause 7.2 (b), you shall, in such a case, be immediately obligated to pay to the Company, an amount equal to your gross salary for the unserved notice period, as damages, in one lump sum payment. Provided that no provision of this Clause is intended to curtail, reduce or otherwise affect adversely any other rights that the Company may have against you in respect of unlawful termination by you or any other breach(s) under this Agreement or any other policies of or agreement with the Company.

- 7.3. If at any time, in the opinion of the Company, which shall be final and binding, you are found guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, commission/omission which may be prejudicial to the interest of the organization, absence from duty without permission, or of any conduct unbecoming of the status or the post you hold in the Company, or of any other conduct considered by the Company as detrimental to its interests or in violation of one or more terms and conditions of your employment, or any breach of this Agreement or policies of the Company, the Company shall be entitled to forthwith terminate your employment, without any notice, and salary in lieu of notice or compensation.

8. Retirement

Retirement age for all employees shall be 60 years.

9. Other Terms and Conditions

- 9.1. Your position with the Company calls for whole time employment and you will devote yourself exclusively to the business of the Company. You shall not take up any other work for remuneration or otherwise or work on advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business or profession or any gainful or commercial activity, whether part-time or full time, directly or indirectly, during the employment with the Company, without prior written permission from the Company.
- 9.2. As an employee of the Company, you hereby agree to abide and be legally bound by all the rules and regulations, non-disclosure agreement, employee hand book, terms of service, policies, circulars, addendums issued and as amended from time-to-time by the Company, which shall form part of this Agreement and any breach of the same shall be considered as a breach of this Agreement. Copies of certain policies (including the terms of service) have also been uploaded and made available to the employees on the Company's intranet, and it is, your responsibility to review the policies including any amendments made therein and you are encouraged to check the policies and terms of service frequently.

10. Return of Company Property/Documents

Upon cessation/termination of your employment with the Company, you shall promptly (and in any event during the applicable notice period, if any) return to the Company (and will not keep in your possession, recreate or deliver to anyone else) all devices, records, data, equipment, other documents or property, belonging to the Company or any other confidential information or Intellectual Property, and handover all your assignments/tasks in the manner and in the form as required by the Company. Failure to comply with this provision shall constitute a material breach of this Agreement by yourself, and the Company shall be entitled to make such deductions from the salary or any other amounts due to you as it deems appropriate.

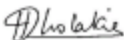
11. General

- 11.1. **Binding Agreement; Successors.** This Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns and any person, firm, corporation or other entity which succeeds to all or substantially all of the business, assets or property of the Company. This Agreement and all your rights hereunder shall inure to the benefit of and be enforceable by your personal representatives, executors, administrators, heirs, devisees and legatees. If you should die while any amounts are due and payable to you hereunder, all such amounts, unless otherwise provided herein, shall be paid to your designated/nominated beneficiary or, if there be no such designated beneficiary, to the legal representatives of your estate.
- 11.2. **Amendments.** Any amendments or modification of this Agreement shall not be binding unless made in writing and signed by the Company through an authorized officer and yourself.
- 11.3. **Notices.** All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be sent by nationally recognized courier or by registered post (with acknowledgment due), postage prepaid to the parties at their address mentioned above. Notice may also be sent by the Company to the employee vide email at the email address provided by the employee. All notices so given shall be deemed given when sent, provided that any notice of termination or resignation hereof shall be deemed given only when received.
- 11.4. Failure or delay by the Company to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

12. Governing Law; Jurisdiction

This Agreement and any other documents relating to this Agreement shall be governed and construed in accordance with the laws of India. The jurisdiction concerning any dispute arising out of your employment or breach or termination thereof will be with the courts in Pune only.

DocuSigned by:



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28 January 2022

Hiral Dholakia

Director - Human Resources

Springer Nature Technology and Publishing Solutions Private Limited

Acceptance

I, **Arpita Patnaik**, have read and understood the above terms and conditions governing my services and employment with Springer Nature Technology and Publishing Solutions Private Limited and the same are acceptable to me.

Raigarh

Place:

Signature:

DocuSigned by:



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Date:

28 January 2022

Enclosed:

Annexure A – Salary Break up

Annexure B – Terms of Service

Annexure C – Other Benefit

Annexure D – Non-Disclosure Agreement