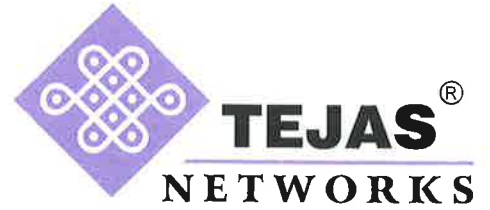


Tejas Networks Ltd.

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J.P. Software Park, Electronic City, Phase 1
Hosur Road, Bengaluru 560 100, India.
Tel : +91-80-4179 4600/700/800
Fax: +91-80-2852 0201



Employment Agreement

This Employment Agreement (hereinafter "the Agreement"), is made effective from March 25, 2024 ("Effective Date") by and between

Tejas Networks Limited, a company duly incorporated and registered under the laws of India and having its registered office at 5th Floor, Plot No 25, J P Software Park, Electronic City, Phase – 1, Hosur Road, Bangalore – 560 100, India ("Tejas" or "Company")

And

Mr. Arnob Roy, Apt S-3, 27 Park Avenue Apartments, No. 27, 24th Main, HSR Layout Sector-1, Bangalore 560102, Bengaluru, Karnataka, India, 560102

WHEREAS, Mr. Arnob Roy has been employed with the Company in various positions since 10th May, 2000.

WHEREAS, the Board of Directors of the Company based on the recommendation of the Nomination and Remuneration Committee and as approved by the Shareholders of the Company have re-appointed Mr. Arnob Roy as a Member of the Board under the designation as Executive Director and Chief Operating Officer (**ED and COO**) for a period of 5 years with effect from March 25, 2024 to March 24, 2029 or the date of superannuation as per the superannuation policy for the Directors of the Company, whichever is earlier, liable to retire by rotation

NOW THEREFORE, in consideration of such employment and the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and ED and COO agree as follows:

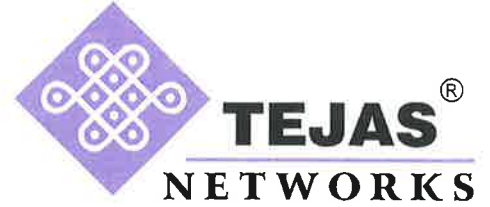
WHEREAS, the Company and ED and COO intend and agree that effective as of the Effective Date this Agreement shall supersede and replace all the previous Employment Agreement entered into by the Company with ED and COO, unless otherwise specifically noted herein.

1. Employment

The Company hereby agrees to employ ED and COO and ED and COO hereby agrees to accept employment with the Company, upon the terms and conditions contained in this Agreement. This Agreement shall commence on the Effective Date and shall continue, subject to earlier termination of such employment pursuant to the terms hereof. The effective date for the purpose of this agreement shall be for a period of 5 years with effect from March 25, 2024 to March 24, 2029 or the date of superannuation as per the superannuation policy for the Directors of the Company, whichever is earlier

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2. Position and Duties

The ED and COO will serve for a period of 5 years with effect from March 25, 2024 to March 24, 2029 or the date of superannuation as per the superannuation policy for the Directors of the Company, whichever is earlier and/or in any such additional positions as the Company may be designated from time to time. The ED and COO shall have such duties, authorities and responsibilities as are consistent with such position, and as the MD and CEO and Board may designate from time to time while he serves as ED and COO of the Company.

The ED and COO shall:

- Devote his whole time and attention to the business of the Company and perform such duties as may be entrusted to him by Chief Executive Officer and Managing Director of the Company and/or the Board from time to time and separately communicated to him and exercise such powers as may be assigned to him and in the best interests of the business of the Company and the business of one or more of its associated companies and / or subsidiaries, including performing duties as assigned to the ED and COO from time to time by serving on the Boards of such associated companies and / or subsidiaries or any other executive body or any committee of such a company.
- Not exceed the powers so delegated to him by the Managing Director and CEO or by the Board
- Undertake to employ the best of his skill and ability and to make his utmost endeavors to promote the interests and welfare of the Company and conform to and comply with the policies and regulations of the Company and all such orders and directions as may be given to him from time to time by the Managing Director and CEO or by the Board.
- Undertake to perform his duties from such location as may be directed by Managing Director and CEO or by the Board

3. Conduct

The ED and COO shall conduct himself in such a manner as not to knowingly prejudice, in any material respect, the reputation of the Company in the fields of business, in which it is engaged or with the investment community or the public at large.

4. Place of Employment

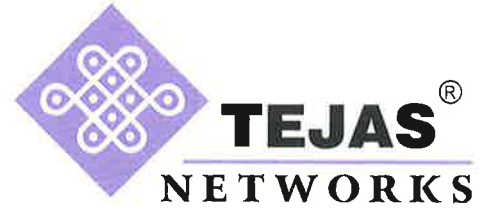
The ED and COO principal place of employment shall be at the Company's head office, currently located in 5th Floor, Plot No 25, J P Software Park, Electronic city, Phase – 1, Hosur Road, Bangalore – 560 100, subject to business travel consistent with ED and COO 's duties and responsibilities.

5. Compensation and Benefits

The terms and conditions of remuneration for the appointment of ED and COO are mentioned in the Annexure to this agreement.

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6. Reimbursement of Expense

The Company shall reimburse ED and COO for reasonable and necessary expenses actually incurred by ED and COO directly in connection with the business and affairs of the Company and in the performance of ED and COO's duties hereunder upon presentation of proper receipts or other proof of expenditure and in accordance with the guidelines and policies established by the Company under the Company's travel policy as in effect from time to time.

7. Leave

The ED and COO shall be entitled to privilege, sick and casual leave in accordance with the terms of the Rules of the Company. Whilst unavailed casual leave would lapse if not availed during the calendar year, Privilege leave earned but not availed shall lapse if not availed during the Term.

8. Insurance

The Company shall keep and maintain the following insurance policies as per Company's rules and policy, which are currently as follows:

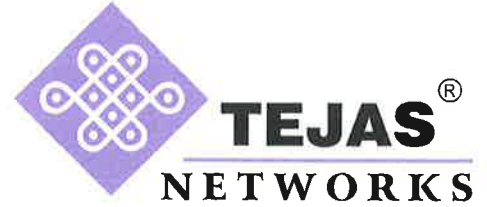
- Directors and Officers Liability Insurance Policies
- Accident Insurance Policy.
- Life Insurance Policy

9. Intellectual Property

- The Parties acknowledge that ED and COO may make, discover or create Intellectual Property (IP) in the course of his employment and agree that in this respect ED and COO has a special obligation to protect such IP and use it to further the interests of the Company, or any of its associated companies or subsidiaries.
- Subject to the provisions of the laws relating to intellectual property for the time being in force in India, if at any time during his employment, ED and COO makes or discovers or participates in the making or discovery of any IP relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the Intellectual Property shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, ED and COO shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the IP to its best advantage and ED and COO shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.
- The ED and COO hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to

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use his name for the purpose of giving to the Company or its nominee the full advantage of the provisions of variation clause and if in favour of any third Party, a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

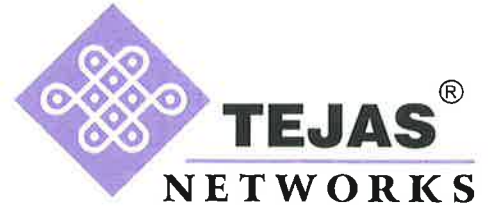
- If the IP is not the property of the Company, the Company shall, subject to the provisions of the applicable laws for the time being in force, have the right to acquire for itself or its nominee, ED and COO's rights in the IP within 3 months after disclosure pursuant to clause above on fair and reasonable terms.
- The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of ED and COO's employment under the Agreement and shall be binding upon his heirs and legal representatives.

10. Assignment of Inventions

- The ED and COO agrees that during employment with the Company, any and all inventions, discoveries, innovations, writings, domain names, improvements, trade secrets, designs, drawings, formulas, business processes, secret processes and know-how, whether or not patentable or a copyright or trademark, which ED and COO may create, conceive, develop or make, either alone or in conjunction with others and related or in any way connected with the Company's strategic plans, products, processes or apparatus or its business (collectively, "Inventions"), shall be fully and promptly disclosed to the Company and shall be the sole and exclusive property of the Company as against ED and COO or any of ED and COO's assignees. Regardless of the status of ED and COO's employment by the Company, ED and COO and ED and COO's heirs, assigns and representatives shall promptly assign to the Company any and all right, title and interest in and to such Inventions made during employment with the Company.
- Whether during or after the employment period with the Company, ED and COO further agrees to execute and acknowledge all papers and to do, at the Company's expense, any and all other things necessary for or incident to the applying for, obtaining and maintaining of such letters patent, copyrights, trademarks or other intellectual property rights, as the case may be, and to execute, on request, all papers necessary to assign and transfer such Inventions, copyrights, patents, patent applications and other intellectual property rights to the Company and its successors and assigns.
- 'Intellectual Property' includes patents, trademarks whether registered or unregistered, registered or unregistered designs, utility models, copyrights including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, Confidential Information, know-how and any research effort relating to any of the above

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mentioned business, names whether registrable or not, moral rights and any similar rights in any country of the Company or any of its associated companies or subsidiaries.

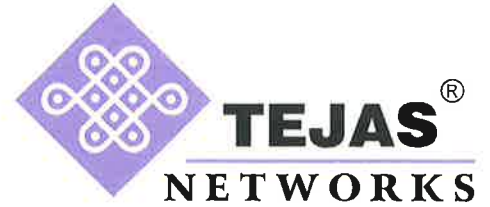
11. Confidentiality

The ED and COO acknowledges that it is the policy of the Company to maintain as secret and confidential all "Confidential Information" (as defined herein). The parties hereto recognize that the services to be performed by ED and COO pursuant to this Agreement are special and unique, and that by reason of his employment by the Company after the Effective Date, ED and COO will acquire, or may have acquired, Confidential Information. The ED and COO recognizes that all such Confidential Information is and shall remain the sole property of the Company, free of any rights of ED and COO, and acknowledges that the Company has a vested interest in assuring that all such Confidential Information remains secret and confidential. Therefore, in consideration of ED and COO's employment with the Company pursuant to this Agreement, ED and COO agrees that at all times from after the Effective Date, he will not, directly or indirectly, disclose to any person, firm, company or other entity (other than the Company) any Confidential Information, except as specifically required in the performance of his duties hereunder, without the prior written consent of the Company. The obligations of ED and COO under this section shall survive any termination of this Agreement. During the Employment Period ED and COO shall exercise all due and diligent precautions to protect the integrity of the business plans, customer lists, statistical data and compilation, agreements, contracts, manuals or other documents of the Company which embody the Confidential Information, and upon the expiration or the termination of the Employment Period, ED and COO agrees that all Confidential Information in his possession, directly or indirectly, that is in writing or other tangible form (together with all duplicates thereof) will forthwith be returned to the Company and will not be retained by ED and COO or furnished to any person, either by sample, facsimile film, audio or video cassette, electronic data, verbal communication or any other means of communication. ED and COO agrees that the provisions of this section are reasonably necessary to protect the proprietary rights of the Company in the Confidential Information and its trade secrets, goodwill and reputation.

For purposes hereof, the term "Confidential Information" means all information developed or used by the Company relating to its business, operations, employees, customers, suppliers and distributors of the Company, including, but not limited to, customer lists, purchase orders, financial data, pricing information and price lists, business plans and market strategies and arrangements and any strategic plan, all books, records, manuals, advertising materials, catalogues, correspondence, mailing lists, production data, sales materials and records, purchasing materials and records, personnel records, quality control records and procedures included in or relating to the Business or any of the assets of the Company and all trademarks, copyrights and patents, and applications therefore, all trade secrets, inventions, processes, procedures, research records, market surveys and marketing know-how and other technical papers. The term "Confidential Information" also includes any other information hereto before or hereafter acquired by the Company and deemed by it to be confidential.

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12. Taxes and Deductions

a) Taxes

If, and to the extent that the ED and COO has received any amounts or benefits (including employee benefits), perquisites or similar items provided or to be provided under this Appointment that is determined by the applicable taxing authorities to constitute taxable compensation, then ED and COO shall be solely responsible for the payment of any and all taxes imposed in respect thereof and shall not be entitled to reimbursement therefore from the Company or to any increase in the remuneration and benefits hereunder by reason thereof. Further ED and COO shall be solely responsible for payment of any and all taxes imposed in respect of any personal income received outside of this Appointment. The ED and COO agrees and undertakes to discharge any such tax liability promptly in accordance with Applicable Law and to indemnify the Company against any losses, liability or costs that the Company may incur due to the non-discharge of the same by ED and COO.

b) Deductions

In respect of any remuneration to be provided by the Company to ED and COO pursuant to this Appointment, such remuneration by the Company shall be subject to any deductions and withholdings required under Applicable Law. The Company shall be solely responsible for any such deductions and withholdings required to be made by it under Applicable Law.

13. Variation

The terms and conditions of the appointment of ED and COO and / or this Agreement may be altered and varied from time to time by the Board as it may, in its discretion deem fit, irrespective of the limits stipulated under Schedule V to the Act or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and ED and COO, subject to such approvals as may be required.

14. Non-Disparagement

During his employment with the Company and at any time thereafter, ED and COO agrees not to disparage or encourage or induce others to disparage the Company, any of its respective employees that were employed during ED and COO 's employment with the Company or any of its respective past and present, officers, directors, products or services (the "Company Parties"). For purposes of this section the term "disparage" includes, without limitation, comments or statements to the press, to the Company's employees or to any individual or entity with whom the Company has a business relationship (including, without limitation, any vendor, supplier, customer or distributor), or any public statement, that in each case is intended to, or can be reasonably expected to, materially damage any of the Company Parties.

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Notwithstanding the foregoing, nothing in this section shall prevent ED and COO from making any truthful statement to the extent, but only to the extent:

- Necessary with respect to any litigation, arbitration or mediation involving this Agreement, including, but not limited to, the enforcement of this Agreement, in the forum in which such litigation, arbitration or mediation properly takes place; or
- Required by law, legal process or by any court, arbitrator, mediator or administrative or legislative body.

15. Non-competition

The ED and COO covenants with the Company that he will not, during the continuance of his employment with the Company, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or its holding company or its subsidiaries or associated companies. The application of this clause needs to be read in conjunction with the relevant clauses in the Tata Code of Conduct and Tejas Code of Conduct, referred to in below

16. Tata & Tejas Code of Conduct

The provisions of the Tata and Tejas Code of Conduct shall be deemed to have been incorporated into this Agreement by reference. The ED and COO shall during his term, abide by the provisions of the Tata and Tejas Code of Conduct in spirit and in letter and commit to assure its implementation.

17. Non-Personnel Policies

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to ED and COO, unless specifically provided otherwise.

18. Term and Termination

Subject to as hereinafter provided, the terms and conditions of appointment of ED and COO shall remain in force up further period of 5 years with effect from March 25, 2024 to March 24, 2029 or the date of superannuation as per the superannuation policy for the Directors of the Company, whichever is earlier.

a) In the event if the Company initiated termination:

Without cause: The employment may be terminated by either Party by giving to the other Party six months' notice of such termination or the Company paying six months' remuneration which shall be limited to provision of Basic Salary, Benefits, Perquisites, Allowances and any pro-rated Incentive Remuneration paid at the discretion of the Board, in lieu of such notice.

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With cause: No amount would be payable where the payment would be zero

b) The employment of the ED and COO may be terminated by the Company without notice or payment in lieu of notice:

- if the ED and COO is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or
- in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the ED and COO of any of the stipulations contained in the Agreement; or
- in the event the Board expresses its loss of confidence in the ED and COO.

c) Termination due to physical / mental incapacity

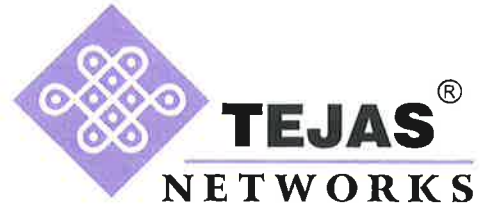
In the event the ED and COO is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate his contract on such terms as the Board may consider appropriate in the circumstances.

d) Upon the termination by whatever means of his employment under the Agreement:

- The ED and COO shall immediately cease to hold offices held by him in any holding company, subsidiaries or associate companies without claim for compensation for loss of office by virtue of Section 167 (1)(h) of the Act unless the Board of Directors of the Company decide otherwise, shall resign as trustee of any trusts connected with the Company.
- the ED and COO shall not without the consent of the Board at any time thereafter represent himself as connected with the Company or any of its subsidiaries and associated companies.
- If and when the Agreement expires or is terminated for any reason whatsoever, Arnob Roy will cease to be ED and COO and also cease to be a Director of the Company. If at any time, the ED and COO ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the ED and COO and the employment shall forthwith terminate. If at any time, the ED and COO ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and ED and COO of the Company.
- In the event the ED and COO voluntarily gives a notice of termination of the employment within 12 months of receiving the respective amounts, then the ED and COO will have to pay back the respective amounts paid to him (pre-tax) to the Company

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19. Agreement co-terminus with employment / directorship

If and when this Agreement expires or is terminated for any reason whatsoever, the ED and COO will cease to be the ED and COO and also cease to be a Director of the Company. If at any time, the ED and COO ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the Director and the ED and COO and this Agreement shall forthwith terminate. If at any time, the ED and COO ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and ED and COO of the Company.

20. Other Directorships / Advisory Roles

The ED and COO covenants with the Company that he will not during the continuance of his employment with the Company accept any other directorships / advisory roles in any company or body corporate without the prior written consent of the Board. The ED and COO confirms that he does not hold any other advisory, non-executive roles at present.

21. Selling Agency

The ED and COO, so long as he functions as such, undertakes not to become interested or otherwise concerned, directly or through his spouse and / or children, in any selling agency of the Company without the prior approval of the Central Government.

22. Non-Solicitation

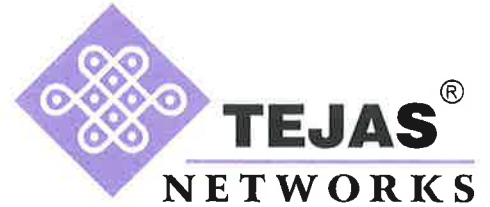
The ED and COO covenants with the Company that he will not for a period of (1) one year immediately following the termination of his employment under this Agreement, without the prior written consent of the Board endeavor or entice away from the Company any of his direct or two level below reportees who has at any time during the (1) one year period immediately preceding such termination been employed or engaged by the Company or any subsidiaries or associated companies at any time during the (1) one year period immediately preceding termination.

23. Notices

Notices may be given by either Party by letter addressed to the other Party at, in the case of the Company, its registered office for the time being and in the case of the ED and COO his last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted by hand or by electronic mail.

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24. Miscellaneous

- **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India.

- **Jurisdiction**

The Parties have agreed to the exclusive jurisdiction of the Indian courts.

- **Entire Agreement**

This Agreement contains the entire understanding between the Parties and supersedes all previous written or oral agreements, arrangements, representations, and understandings (if any) relating to the subject matter hereof. The Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. Neither oral explanation nor oral information given by any Party shall alter or affect the interpretation of this Agreement.

- **Waiver**

A waiver by either Party of a breach of the provision(s) of this Agreement shall not constitute a general waiver or prejudice the other Party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

- **Severability**

Each term, condition, covenant or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to operate.

- **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

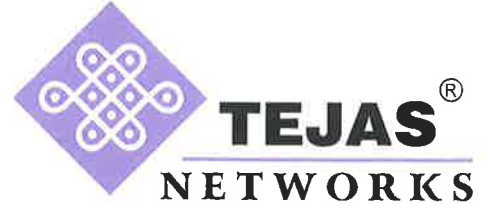
- **Interpretation**

In this Agreement, unless the context otherwise requires:

- 'Act' means the Companies Act, 2013, as amended, modified, or re-enacted from time to time.
- 'Parties' means collectively the Company and the CEO and "Party" means individually each of the Parties.
- Any reference herein to any clause is to such Clause. The Recitals and Clauses to this Agreement including this Interpretation Clause shall be deemed to form part of this Agreement;
- The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- Words importing the singular include the plural and vice versa, and words importing a gender include each of the masculine, feminine and neuter gender;

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal on the day and year herein before mentioned.

For Tejas Networks Limited



N Ganapathy Subramaniam

Chairperson of the Board

Date: April 1, 2024



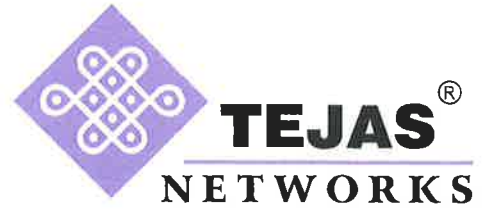
Arnob Roy

Executive Director and Chief Operating Officer

Date: April 1, 2024

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Annexure

Particulars	Amount per Annum (In INR Crores)
Fixed Pay:	1.57
Target Variable Pay:	1.28
Gross Pay	2.85

Variable Pay: Will be paid out annually as per the applicable variable pay plan for that year and the annual targets approved by the Board.

Benefits: During the term of the employment, ED and COO shall be entitled to participate in the employee benefit plans of the Company as approved from time to time.