

**Fixed Term Retainership Agreement**

This Fixed Term Retainership Agreement (the "**Agreement**") is dated 13-Aug-18 and is between **SAMSUNG R&D INSTITUTE INDIA-BANGALORE PRIVATE LIMITED ("SRI-B")** and **UDAY KULKARNI (the "Consultant")**.

Whereas:

- a) The Consultant is a PhD intern and part of the teaching faculty at the KLE Technological University, Hubli (the "Institute").
- b) The Consultant wishes to, and the Institute is desirous of permitting the Consultant to, work in SRI-B on a full time basis as an external consultant to undertake technical research in a corporate environment.
- c) SRI-B agrees to the above mentioned arrangement as per the terms of this Agreement.
- d) The Institute confirms its consent to the terms of this Agreement by signing it as the confirming party.

The parties therefore agree as follows:

**1. Services**

SRI-B hereby engages the Consultant to perform and the Consultant shall perform those advisory services specified in Exhibit A ("Services").

**2. Address and Contact details**

	<b>SRI-B</b>	<b>Consultant</b>
<b>Address:</b>	Samsung R&D Institute India-Bangalore Pvt. Ltd. 2870, Phoenix Building, Bagmane Constellation Business Park, Outer Ring Road, Doddanakundi Circle, Marathahalli Post, Bangalore – 560 037	Uday Kulkarni 42/B Vikas Nagar Hosur Hubballi- 580021
<b>Attention:</b>	Mr. Sanjeev Prasad	Uday Kulkarni
<b>Phone:</b>	9880712306	9742281504
<b>E-mail:</b>	sanjeev.p@samsung.com	udaykulkarni.3@gmail.com

**3. Term and Termination**

**3.1 Term.**

This Agreement commences on the Effective Date (as given below) and will continue till the Expiration Date (as given below) unless it is terminated earlier in accordance with the terms of this Agreement. This Agreement may be extended by a written and signed amendment.

Effective Date (DD/MM/YYYY)	16-AUGUST-2018
Expiration Date (DD/MM/YYYY)	15-APRIL-2019

**3.2 Termination for cause.**

At any time during the term of this Agreement, if the conduct of Consultant is considered by SRI-B (at its sole discretion) as detrimental to its interest, or in violation of one or more terms of this Agreement or the regulations and policies of the Company, or if the Consultant neglects or fails or refuses to carry out the duties assigned to Consultant under the Agreement, then SRI-B may terminate this Agreement effective

immediately upon written notice.

**3.3 Termination for Convenience.**

Either party may terminate this Agreement, at any time without cause by providing 30 days' advance written notice to the other or such other lesser period as mutually agreed between the parties.

- 3.4** Consultant will return all the SRI-B Confidential Information (as defined in Clause 7.2) and the property of SRI-B which are in the possession or control of Consultant within 10 days from the effective date of termination of this Agreement.

**4. Payment and Taxes**

- 4.1** SRI-B will pay Consultant as per details set forth in **Exhibit B**.
- 4.2** Applicable taxes and duties are extra. If the law requires SRI-B to withhold taxes from payments to Consultant, SRI-B may withhold those taxes and pay them to the appropriate taxing authority. SRI-B will deliver to Consultant an official receipt of such taxes. If Consultant provides a valid exemption certificate to SRI-B, SRI-B will not withhold such taxes.

**5. Intellectual Property Rights**

- 5.1** All Deliverables under this Agreement are "work made for hire" for SRI-B under the applicable Intellectual Property law. To the extent, any Deliverables do not qualify as work made for hire; Consultant assigns all right, title and interest in and to the Deliverables, including all IP rights to SRI-B. Consultant waives, and agrees not to assert, any moral rights that may exist in the Deliverable under this Agreement.
- 5.2** Consultant promptly disclose to SRI-B, in writing, any inventions, works of authorship, improvements, developments or discoveries conceived, authored, made or reduced to practice by Consultant or its subcontractors, either solely or in collaboration with others, in connection with performing the Services. At SRI-B's request, Consultant will sign documents and take any other action reasonably necessary to evidence, perfect, or protect SRI-B's rights in the Deliverables. Consultant will cooperate with SRI-B in the filing and prosecution of any copyright, trademark or patent applications that SRI-B may choose to file on the Deliverables or inventions and designs relating to the Deliverables. Consultant will not challenge or interfere with any SRI-B applications relating to the Deliverables or file any applications on its own behalf.
- 5.3** "**Deliverables**" means all IP or other work product developed by Consultant or SRI-B under this Agreement as part of the Services.
- 5.4** "**Intellectual Property**" or "**IP**" means all intellectual property rights through the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including but not limited to copyrights, trade secrets, service marks, patents, inventions, designs, mask works, moral rights and publicity rights.

**6. Representations and Warranties**

- 6.1** Consultant has full rights and authority to enter into and perform according to this Agreement and Consultant's performance will not violate any agreement or obligation between Consultant and any third party.
- 6.2** The Services will be performed professionally and be of high grade, nature and quality.
- 6.3** The Services will be performed in compliance with all applicable laws.

**7. Confidentiality**

- 7.1** All information shared under this Agreement is confidential information.
- 7.2** At all times during the term of the Agreement and thereafter Consultant will hold in strictest confidence and

will not use or disclose to any third party any SRI-B Confidential Information. The term "**SRI-B Confidential Information**" means all non-public information that SRI-B designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential.

- 7.3 Consultant will not issue any press releases that relate to Consultant's relationship with SRI-B or this Agreement.
- 7.4 Each party may use or process Personal Information provided by a party to the other party for the purposes relating to the Agreement. Each party will employ appropriate security measures designed to protect against unauthorized or unlawful processing of such Personal Information and against accidental loss or destruction of, or damage to, such Personal Information. Each party will act on the instructions of other party relating to such Personal Information save as required by law or the order of competent court or tribunal.
- 7.5 "**Personal Information**" means any information that relates a natural person, which either directly or indirectly, in combination with other information available or likely to be available with a party, is capable of identifying such person.

## 8. Non-compete

- 8.1 During the term of this Agreement, Consultant shall not directly or indirectly act in a similar capacity, or in any other capacity, for any other organization other than the Institute without providing prior written notice to SRI-B.
- 8.2 During the term of this Agreement and at least for a period of twelve months thereafter, Consultant shall not, directly or indirectly, establish a company or work at a competing company of SRI-B (including companies involved in software development, Mobile Handset, IT Hardware & Consumer Electronics) with the intent of using confidential information (including SRI-B Confidential Information), specific management and technical information gained directly or indirectly through/under this Agreement.

## 9. General

### 9.1 Relationship.

The parties are independent contractors. This Agreement does not create an exclusive or an employer-employee relationship between the parties.

### 9.2 Governing Law and Jurisdiction.

The laws of India govern this Agreement. The parties consent to exclusive jurisdiction of courts in Bangalore.

### 9.3 No Waiver.

A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

### 9.4 Assignment.

Either party will not assign this Agreement or any right or delegate any duty or obligation under this Agreement by assignment or operation of law, without other party's prior written consent and such party will not unreasonably withhold such consent. A party will be deemed to have assigned this Agreement if that party engages in a change or control transaction. This Agreement will inure to the benefit of and bind all permitted successors, assigns of each party.

### 9.5 Force Majeure.

Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not

performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

1.1 Severability.

If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

1.2 Entire Agreement and amendment.

This Agreement supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Agreement. This Agreement may be modified only by a written agreement signed duly authorized representative of both parties.

1.3 Survival.

The provisions of this Agreement, which, by their terms, require performance after the termination or expiration of this Agreement or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. All indemnity obligations will be deemed to survive the termination or expiration of the Agreement.

1.4 Subcontracting.

Consultant will not subcontract any Services to any third party without SRI-B's prior written consent. Notwithstanding the above, the Consultant will be liable for all acts/omissions of such subcontractor of the Consultant in a manner as if such acts/omissions were made by the Consultant itself.

1.5 Notices.

Notices may be provided either by electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective party. Each of the party may change the persons to whom notices will be sent by providing notice to the other party.

1.6 Counterparts.

The parties will execute this Agreement in duplicate. Each counterpart will be deemed to be original and all counterparts will constitute one agreement binding on both parties.

The parties are signing this Agreement on the date stated in the introductory clause.

**SAMSUNG R&D INSTITUTE INDIA-BANGALORE  
PRIVATE LIMITED**

**UDAY KULKARNI**

By: \_\_\_\_\_  
[please sign above]

By: \_\_\_\_\_  
[please sign above]

Name: Mr. Sanjeev Prasad

Name: Uday Kulkarni

Title: Senior Director

Title: Consultant

Date: 13<sup>th</sup> Aug 2018

Date: 13<sup>th</sup> Aug 2018

**CONFIRMING PARTY:**

**KLE TECHNOLOGICAL UNIVERSITY, HUBLI**

By: \_\_\_\_\_  
[Please sign above]

Name:

Title:

Date: \_\_\_\_\_

**EXHIBIT- A**  
**SERVICES**

**1. Scope of work:**

Consultant needs to carry out following scope of work. The scope of work will evolve and change depending on the business need. In such instances, the changes will be communicated to the Consultant by SRI-B.

Work envisaged for the Consultant as part of On Device AI group at SRI-B:

Project Title	Deliverables	Goal
Design and develop "Advanced Quantization" for CPU and GPU ports. Influence NPU port with this algorithm.	<ul style="list-style-type: none"> <li>- Accurate Quantization method for model size reduction</li> <li>- Method to regain accuracy for quantization loss</li> <li>- CPU quantization support for inference</li> <li>- GPU quantization support for inference</li> </ul>	Better performance, without accuracy loss with reduced ROM footprint

**2. Reporting to work**

The work expected to be done requires the Consultant to enter SRI-B premises and work with existing teams or teams that may be set up in the future in SRI-B. In this context, therefore for personal exigencies (personal/medical) Consultant may abstain from coming to SRI-B but upon prior approval or in emergency situations maximum up to 16 (Sixteen) working days over the period of validity of this contract (or pro rata in case the contract is terminated before it's term period of 1 year) without any deductions of Retainership Fee. There is no compensation in case this provision is not used in part or full.

**3. Access to office premises & security policy**

Consultant will have access to office premises. Consultant shall be provided with a work station to execute your duties, assignments. Security policies with respect to working on assignments at SRI-B would also apply to Consultant.

4. The Services rendered Consultant shall be subject to regular review by the SRI-B and its decision as to the quality thereof shall be final and absolute.
5. Consultant shall be required to make Services available in accordance with the demands of the job and to the best interests of the Company.
6. For the purpose of ensuring coordinated Services, Consultant shall be coordinating with persons nominated by SRI-B management for conducting various activities.
7. Guide at KLE Tech University - Prof Dr Meena S Maralappanavar  
Guide at SRIB - Sharan Kumar Allur

**EXHIBIT- B**

**PAYMENT/FEES**

1. Retainership Fees: **INR 35,000/-** (Indian Rupees Thirty Five Thousand only) per month ("**Retainership Fees**").
2. Consultant shall raise a monthly bill + service tax on SRI-B towards Retainership Fees and submit the same on or before the 7th day of the month for the previous month.
3. SRI-B will pay Retainership Fees within 45 days from the date of receiving hardcopy of the monthly bill.