

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (this “**Agreement**”) is made on this **16- August -2023**, at Bangalore by and between **EVRY India Pvt. Ltd.**, a company registered under the provisions of the Companies Act 1956, having its registered office at 5<sup>th</sup> Floor, ‘E’ Block, Global Village, RVCE Post, Mysore Road, Mylasandra, Bangalore - 560059 Karnataka, India (**hereinafter referred to as “Company”**) and **Ms. LIKHITHA M.S** aged **28 years**, son/daughter of **Mr. SHREENIVASA** permanently residing #MARABAHALLI,SHETTIHALLIPOST,KASABA,HOBLI,MADHUGIRITALLUK,TUMKURDISTRICT-572132..... **hereinafter referred to as “Employee”**). The Company and the Employee shall be individually referred to as “Party”, and collectively, as “Parties”.

The Parties hereby agree as follows:

### 1. ENGAGEMENT

- 1.1. Appointment: The Company hereby employs the Employee as **System Engineer (JL12)** the Employee hereby accepts such employment.
- 1.2. Duration: This Agreement shall begin from the Effective Date and shall continue (a) until the Employee reaches the age of 58 years, which may be extended, if mutually agreed, subject to applicable laws; or (b) unless otherwise terminated in accordance with clause 3 of this Agreement, whichever is earlier.
- 1.3. Nature of Duties: The Employee shall perform, to the best of his ability, all the duties as are inherent in the Employee’s posting and such additional duties as the Company may call upon the Employee to perform, from time to time.
- 1.4. Probation: The Employee shall be on probation for a period of three (3) months from the Effective Date. During this period, the Company may conduct on-going reviews of the Employee’s work, adaptability, acceptability and demeanor. Based upon such reviews, the Employee’s probation period could either be reduced or extended at the sole discretion of the Company.
- 1.5. Confirmation: On satisfactory completion of the Employee’s probation, the Company, at the Company’s sole discretion, shall confirm the Employee’s employment, by way of confirmation letter. The Employee’s performance, however, will continue to be under constant review by the Company. The Employee shall participate in the performance evaluation conducted by the Company periodically.
- 1.6. Place of Posting: The Employee will be posted at [Bangalore]. The Employee may need to travel if the Company so requires. The Employee could be transferred to another location, seconded to any other entity, in India or abroad, based upon the Company’s requirements. Unless otherwise specifically mentioned in writing by the Company, the terms of this Agreement, including those relating to compensation, shall govern any such transfer and / or secondment.
- 1.7. Hours of Work: The normal working days are Monday through Friday. The Employee will be required to work for such period of time as is necessary for the proper discharge of the Employee’s duties to the Company. The normal working hours are from 8:30 am to 5:30 pm. The Employee is expected to work not less than 45 (forty-five) hours each week, and if necessary, for additional hours depending on the Employee’s responsibilities.
- 1.8. Leave and Holidays: The Employee is entitled to the leaves as per the Company Leave policy published in the intranet.
- 1.9. Furlough: Company reserves the right to implement Furloughs, wherein, in case of forced shutdowns at customer office or TietoEVRY offices, employees may be asked to mandatorily avail their available leave balances.
- 1.10. Full Time Commitment: The Employee understands that the employment of the Employee with the Company requires his/her full attention and effort. The Employee agrees that during the period of his/her employment with the Company, the Employee will not, without the Company’s prior written consent, pursue any course of study or associate himself/herself with, or be connected with, concerned, employed or engaged in any other employment or business activity other than for the Company.



#### Registered Office:

5<sup>th</sup> Floor, ‘E’ Block, Global Village  
RVCE Post, Mysore Road, Mylasandra  
Bangalore – 560 059, Karnataka, India  
Phone: +91-80-6738-7000 | Email: info.ind@evry.com  
Website: www.evry.in

ISO 9001:2015 | ISO/IEC 27001:2013  
CMMI DEV ML5 | CMMI SVC ML5

#### 1.11. Company Property:

- (a) The Employee shall always maintain, in good condition, the Company's property, which may be entrusted to the Employee for official use during the course of the Employee's employment. At the time of relinquishing the duties, the Employee shall return all such property to the Company. Failure to do so will automatically entitle the company to recover such amounts from the Employee's dues in addition to any other remedies available to the Company under law.
- (b) The Employee shall be responsible for all such items or property and shall immediately report loss of property, if any, in the Employee's possession to the Company. The Employee shall, if required by the Company, assist the Company in reporting loss of any such property to the local police authorities, as well as for lodging a claim with the insurance company. Failure to do so will automatically entitle the company to recover such amounts from the Employee's dues in addition to any other remedies available to the Company under law.

1.12. Borrowing / Accepting Gifts: The Employee shall not borrow or accept any money, gift, reward or compensation for the Employee's personal gains from or otherwise place himself under pecuniary obligation to any person / client associated with the Company.

1.13. Valid Passport: The Employee might be required to travel abroad for and on behalf of the Company. The Employee should necessarily possess a valid passport and submit an authenticated copy of the same for the Company records. In the event the Employee does not possess a valid passport, the Employee shall obtain a valid passport at the Employee's own expense within the Employee's probation period.

1.14. Other Agreements: As and when required by the Company's clients or other interests, the Company may be obligated to procure the Employee (as its employee) to sign certain agreements relating to confidentiality, intellectual property, non-disclosure and other restrictions. The Employee agrees to sign such agreements in the best interests of the Company.

1.15. Company Policies: The Employee shall follow all Company rules and policies effective as of the Effective Date and revised from time to time, including but not limited to the Code of Conduct, Leave Policy, Health & Safety Policy, Anti-Sexual Harassment Policy, and Information Technology Security Policy. The Company shall notify any amendment and / or updates to such policies to the Employee either by an email communication and / or by notification on the Company website. The Employee acknowledges that such communication or notification shall be adequate and shall thereafter be automatically incorporated into this Agreement.

## 2. COMPENSATION

As consideration for continued employment hereunder, the Employee shall be compensated on a cost to company basis ("CTC") **Rs.13,36,659 (Thirteen Lakhs Thirty-Six Thousand Six Hundred and Fifty Nine Only)** annum.

Fixed Salary	13,00,000
Gratuity	21,886
<b>Cost to Company (CTC)</b>	<b>13,21,886</b>
Health Insurance Premium	14,773
<b>Gross Compensation</b>	<b>13,36,659</b>

"Actual PB payout would be as per the Performance Bonus Policy published in the company Intranet"

## 3. TERMINATION

- 3.1 The Employee may terminate this Agreement without any reason, by giving the Company no less than three (3) month's prior notice after confirmation and one (1) month's prior notice during the Employee's probation period. The Company may reduce the notice period at the Company's sole and absolute discretion. The Employee agrees that, in the event the Company decides to reduce the notice period, the Employee shall be entitled to salary only to the extent of such reduced notice period.
- 3.2 The Employee agrees to co-operate with the Company to do all such acts and things necessary for complete transitioning of his / her responsibilities, as the Company may require at its discretion.
- 3.3 **Termination without Cause** - This Agreement can be terminated by the Company, without any reason, by giving the Employee not less than three (3) month's prior notice in writing or salary in lieu thereof. For the purposes of this clause, "salary" indicates last drawn salary by the Employee.



3.4 **Termination for Cause:** The Company shall have the right to terminate the Employee's employment in the following circumstances:

- a) The Company reserves the right to terminate the Employee's employment in the event the Employee underperforms in his capacity as **System Engineer (JL12)** the event the Company seeks to terminate the Employee's employment in accordance with this Clause 3.4(a), the Company will issue a notice of one (1) to three (3) months to the Employee in order to afford an opportunity to the Employee to improve his performance in the Company. Pursuant to the expiry of the notice period as provided for in this Clause 3.4(a), the Company shall, in sole discretion, have the right to forthwith terminate the employment of the Employee. The Company shall pay, and the Employee shall be entitled to receive, salary during such notice period served by the Employee.
- b) The Company reserves the right to terminate the Employee's employment instantly without any notice period or termination payment (except, if any such payment is required under applicable law), if it has reasonable ground to believe that the Employee is guilty of misconduct or negligence, or have committed any material breach of this Agreement including but not limited to breach in relation to clause 4, clause 5, clause 6, and clause 8 and / or caused any loss to the Company. In addition to the right to terminate the Employee's employment, the Company shall also be entitled to injunctive relief against the Employee. The Employee shall further be liable to the Company for all damages, costs, including court costs and reasonable attorney fees incurred by the Company in relation to the Employee's actions as mentioned hereunder.
- c) If the Employee is absent from work without appropriate permission for a period of three (3) consecutive working days, the Employee shall be deemed to have voluntarily abandoned his/her employment with the Company and to have terminated this Agreement. In such case of uninformed absence and abandonment of employment, the Company may, at its sole discretion and subject to applicable law, withhold the issuance of a relieving letter or other benefits, which the Employee may have been entitled to have if the Employee had served the notice period in accordance with Clause 3.1.

3.5 **Effects of Termination**

- (i) On the termination of the Employee's employment for whatever reason, the Employee shall return to the Company all property; documents and papers, both original and copies thereof, including any samples, literature, contracts, records, customer lists, drawings, blueprints, letters, notes, data, computer programs, reports, manuals, correspondence and the like; and Confidential Information (as defined below), in the Employee's possession or under the Employee's control relating to or in connection with the Employee's employment with the Company.
- (ii) On the termination of the Employee's employment for whatever reason, the Employee authorizes the Company to provide notice of his/her obligations under this Agreement to any subsequent employer and to any other entity or person to whom the Employee is engaged by as an employee or otherwise.

4. **REPRESENTATION & WARRANTIES**

- 4.1 The Employee represents and warrants to the Company that the Employee has the legal right to enter into this Agreement and to perform all the obligations hereunder in accordance with its terms and that the Employee is not a party to any agreement or understanding, written or oral, which could prevent the Employee from entering into this Agreement or performing all the Employee's obligations hereunder. The Employee agrees to indemnify and hold harmless the Company from and against all claims which may be made or brought against the Company or which the Company may suffer or incur, directly or indirectly as a result of, or in connection with any breach of any covenant, or agreement, or any incorrectness, or breach of any representation or warranty by the Employee.
- 4.2 The Employee represents and warrants that the information provided by the Employee, on which the Employee was appointed to the post of **System Engineer (JL12)** with the Company, is correct, true and complete.
- 4.3 Breach of the conditions of this clause 4 will render the Employee liable to summary dismissal in addition to any other remedy the Company may have against the Employee in law.

5. **CONFIDENTIAL INFORMATION**

- 5.1 "**Confidential Information**" means information that is disclosed in any form whatsoever, directly or indirectly, to the Employee, or to which information the Employee has access to, during the term or in connection with the Employee's employment with the Company and includes, without limitation



- (a) Any data, reports, interpretation, forecasts, records or information, in written, oral or any other form and however stated, containing or otherwise reflecting information concerning the Company, any of its customers, suppliers, distributors, agents, employees or any third party.
  - (b) Information not generally known to the public or which would constitute a trade secret under applicable laws, and which is used, developed, owned or obtained by the Company.
  - (c) Trade secrets, quality standards, inspection standards, inventions, ideas, processes, formulas, systems, tools and techniques, technical, engineering, scientific or commercial know-how or information.
  - (d) Hardware and software (whether stored or in process) design details, circuit software, source code, object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and similar items, whether or not patentable, patented, copyrightable or copyrighted (in each case regardless of the form in which such information or data may be embodied or represented);
  - (e) Information regarding accounting, costs, plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, processes and techniques used commercially or acquired by the Company.
  - (f) Information regarding the skills and compensation of other employees of the Company.
  - (g) All patents, copyrights, trademarks, design rights and other intellectual property rights that, as of the date of this Agreement or hereafter, belong to or are in the actual or constructive possession of the Company, and
  - (h) The contents of this Agreement including the compensation and benefits receivable by the Employee hereunder.
- 5.2 At all times during the term of this Agreement and thereafter, the Employee will, unless required in connection with this Agreement or otherwise expressly authorized in writing by an authorized officer of the Company, hold any Confidential Information in strictest confidence and will not disclose to anyone (other than employees of the Company, who need to know such information in connection with their work for the Company, excepting any information regarding the compensation and benefits receivable by the Employee in accordance with clause 2 of this Agreement), use, utilize or lecture upon or publish any Confidential Information that is made available to or accessible by the Employee during the course of such Employee's employment with the Company.
- 5.3 At no time, will the Employee remove any Confidential Information from the office without prior permission.
- 5.4 The Employee's duty to safeguard and not disclose Confidential Information will survive the expiration or termination of the Employee's employment with the Company.
- 5.5 Breach of the conditions of this clause 5 will render the Employee liable to summary dismissal in addition to any other remedy the Company may have against the Employee in law.
- 5.6 The Employee agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned hereto, make the Employee criminally liable for Breach of Trust under section 405 of the Indian Penal Code, 1860 as amended from time to time.

## 6. PROPRIETARY RIGHTS ASSIGNMENT

- 6.1 All rights, title and interest in any intellectual property arising out of or in connection with the Employee's employment, including without limitation any copyrights, rights to derivative works, trade secrets and any other intellectual property rights pertaining to the Employee's employment, created or conceived (including, but not limited to, any tools, designs or methodologies) in the Company's premises or using the Company's property or other proprietary rights therein, shall be the property of the Company.
- 6.2 The Employee agrees to promptly disclose any such intellectual property arising out of or in connection with the Employee's employment to the Company and treat such intellectual property as Confidential Information and as the trade secrets of the Company.
- 6.3 The Employee will assist the Company to the full extent possible to obtain, and from time to time enforce proprietary rights relating to inventions made by him/her in any and all countries. The Employee's obligation to assist the Company with respect to proprietary rights relating to such inventions in any and all countries shall continue beyond the termination of the employment of the Employee with the Company.



- 6.4 The Employee hereby waives any and all claims, of any nature whatsoever, which the Employee now has or may hereafter have against the Company or its Employees, officers and agents for infringement of any proprietary rights assigned hereunder to Company by the Employee. To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment of proprietary rights shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right within one (1) year of such assignment.

## 7. SECURITY

- 7.1 If it is necessary for the Employee to have access (either on-site or remotely) to and use any of the Company's computer systems and networks, the Employee shall limit such access and use it solely for the purpose of performing the Employee's duties and shall not access or attempt to access any computer systems, networks, files, software or services other than those required for performance of the Employee's duties.
- 7.2 The Employee shall strictly follow all the Company's security rules and procedures for restricting access to the Company's computer systems.
- 7.3 All user identification numbers and passwords disclosed to the Employee and any information obtained by the Employee as a result of the Employee's access to and use of the Company's computer systems and networks shall be deemed to be, and treated as Confidential Information under this Agreement.
- 7.4 The Employee shall cooperate in the investigation of any apparent unauthorized access to any of the Company's computer system and/or networks.

## 8. RESTRICTIVE COVENANTS

### 8.1 Non-Compete

During the period of his/her employment with the Company, the Employee shall not, directly or indirectly, without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed), engage, own an interest in, or be connected with as an employee, stockholder or partner, in any business or activity in India which is in competition with any business or activity carried on by the Company. The Employee shall be considered to be engaging in an activity which is in competition with that of the Company if he/she serves as a proprietor, partner, officer, director, employee, sales representative, investor (holding more than 5% voting rights) consultant in, any organization or entity that is directly or indirectly engaged in the business or activity similar to business or activity of the Company.

### 8.2 Non-Solicitation

- (a) The Employee acknowledges and agrees that the Employee's services to the Company are of a special, unique, extraordinary and intellectual character, and the Employee's position with the Company places the Employee in a position of confidence and trust with the customers, suppliers and employees of the Company.
- (b) The Employee acknowledges and agrees that during the term of this Agreement and for one (1) year thereafter, the Employee shall not, directly or indirectly solicit employment with any direct or indirect customer to whom the Employee had provided services on behalf of the Company.
- (c) The Employee agrees that during the term of this Agreement and for three (3) year(s) thereafter, the Employee shall not, except on behalf of the Company or with the written consent of the Company, directly or indirectly, individually, or on behalf of any other person, firm, corporation or other entity:
- (i) solicit, attempt to solicit, aid or induce any (a) client or customer doing business or has traded or dealt with the Company regardless of the location of such customer with respect to any technologies, services, products, trade secret or any other matter in which the Company is actively conducting its business as of the date of the termination of this Agreement or within the one (1) year period prior to such termination, or
  - (b) prospective client or customer of the Company whom or which is a prospective client of the Company as of the date of the termination of this Agreement, to seek services then provided by the Company from another person, firm, corporation or other entity or assist or aid any other persons or entity in identifying or soliciting any such client or customer or prospective client or customer or;





- (ii) solicit, attempt to solicit, employ or hire, or attempt to employ or hire or assist anyone else to employ or hire, persuade, aid or induce any person who is then or was an employee, representative, agent, independent contractor or consultant of the Company to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or hire or retain any such employee, representative or agent, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, representative or agent.

### 8.3 Non-Disparagement

During the Term of this Agreement and thereafter, the Employee agrees not to disparage, encourage or induce others to disparage the Company or any of the Company's past or present employees, directors, members, shareholders, products or services.

### 8.4 Conflict of Interest

The Employee shall not indulge in any activity that constitutes an actual or potential Conflict of Interest (as defined herein below) with his employment at any time during the Term of this Agreement. For the purpose of this clause, "Conflict of Interest" means:

- (a) any interest of the Employee that creates or has the potential to create a clash between the Employee's self-interest and the Company's interest and such clash undermines or has the potential to undermine the impartiality of the Employee; or
- (b) any interest of the Employee towards any third party that limits, either completely or partially, the ability of the Employee to discharge its responsibilities towards the Company; or
- (c) Any interest of the Employee towards any third party that limits, creates or has the potential to create a loss (whether pecuniary or otherwise) to the Company.

## 9. MISCELLANEOUS

### 9.1 Acknowledgement

- (a) The Employee acknowledges that the covenants set forth in this Agreement restricting competition, disclosure, solicitation/interference and disparagement are reasonable, appropriate, and necessary in view of the nature of the relationship between the Employee and the Company.
- (b) The Employee specifically acknowledges that damages for any breach of clauses 4, 5, 6, and 8 of this Agreement may be difficult to determine and inadequate to remedy the harm that may be caused and, therefore, consents that such clauses may be enforced by temporary or permanent injunction. Such injunctive relief shall be in addition to and not in place of any other remedies available at law or equity, including damages.

### 9.2 Survival of Provisions

The obligations contained in Clause 5 (confidential information), clause 6 (proprietary rights assignment), clause 8.1 (non-compete), clause 8.2 (non-solicitation), clause 8.3 (non-disparagement), clause 9.1 (acknowledgement and injunctive relief), and clause 9.5 (governing law and arbitration) shall survive the termination or expiration of this Agreement and shall be fully enforceable thereafter.

### 9.3 Notice

All notices and communications required or permitted under this Agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually delivered, or after 15 days immediately following the day of mailing, if mailed by registered post. Notices may be given by the Employee to the Company at its registered office address. Notices may be given by the Company to the Employee at the address intimated by the Employee and recorded in the office records.



#### 9.4 Severability

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If for any reason, any part of this Agreement is held invalid by a court of law or any other dispute resolution mechanism, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original objectives and economic positions of the Parties.

#### 9.5 Governing Law and Arbitration

This Agreement shall be governed by the laws of India. Any disputes, controversy or claims other than claims solely for injunctive relief pursuant to clause 9.1 arising out of or relating to (i) this Agreement, or (ii) Employee's employment with the Company shall be subject to the exclusive jurisdiction of the competent courts at Bengaluru.

#### 9.6 Entire Agreement

This Agreement contains the entire understanding and agreement between the Employee and the Company relating to the subject matter hereof and all prior oral and written agreements, including the offer letter dated **August 14, 2023** are extinguished, and neither this Agreement nor any provision hereof may be waived, modified, amended, changed, discharged or terminated, except by an agreement in writing signed by the Party against whom enforcement of any such waiver, modification, change, amendment, discharge or termination is sought. The Employee acknowledges that the Employee has understood this Agreement and has entered into and signed this Agreement knowingly, voluntarily and after consultation with advisors and attorneys as he deemed to be appropriate.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date first above written

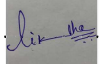
Signed on behalf of **EVRY India Pvt Ltd.**



**Vinu Sekhar R J**  
**Executive Vice President – Human Resources**

Name: **Likhitha MS**

Employee Number: **EI13403**

Signature: ....  .....

Witness: .....