

Date: 14<sup>th</sup> May 2019

NAME : MR. ERIK NOVRI YOHANES  
KTP NO: 3173010811880023

Dear Mr. Erik Novri Yohanes,

**1. EMPLOYMENT**

1.1. We are pleased to offer you the position of **SENIOR SOFTWARE ENGINEER** with **PT Innovatz** (the "**Company**"). Your joining date with the Company shall be **29-JULY-19**.

1.2. This will be twelve (12) months contract of service (**extendable\* based on project/performance**) and the effective date of contract will be **29-JULY-19**. You will be on a probation period for (1) month. The terms and conditions of your contract of service with the company are as follows:

1.3. Once offer accepted/signed cannot be withdrawn. You will be liable to pay the unserved period pay and all expenses towards your hiring to the company in case of offer declined/unsuccessful joining and resigned during your employment contract.

**2. DUTIES**

2.1. You will be responsible for performing services for the Company as assigned by the Company's officers and employees who are designated with authority to manage and supervise your work from time to time. You shall at all times during the period of this Agreement:

2.1.1. Comply with all rules, regulations and procedures of the Company.

2.1.2. Provide reports concerning your work activities from time to time/daily reports as requested if failed to do so will caused you to Corrective Action Plan by management.

2.1.3. Not directly or indirectly expropriate any corporate opportunities or otherwise engage in any conduct adverse to the interests of the Company.

**3. COMPENSATION AND BENEFITS**

3.1. Your gross compensation will be **IDR 17.3 Million**, payable from the actual date of commencement with the Company and tax will be deducted as per Indonesian law. *In regard to the appraisal will be observed only upon successful completion of 1-year subject to performance and approval from client/management.*

3.2. You will be entitled for THR on gross compensation once in a year. *(THR will be prorated for the number of months of service that you complete with the Company).*

3.3. You will be entitled for an individual medical insurance.

3.4. You will be entitled to customary legal holidays as recognized by the Company. Twelve (12) days of Annual Leave and Six (6) days of medical leave per year (**non-cashable, cannot be carry forwarded and prorated for the number of months of service that you complete with the Company**), for illness suffered in Indonesia and supported by medical certificates.

3.5. Salary will be paid on the 7<sup>th</sup> day of every preceding month, provided the timesheet received on 30<sup>th</sup> / 31<sup>st</sup> of the month else upon receipt of the timesheet salary will be paid in 7 working days.

**PT. INNOVATZ**

Gedung Graha Mustika Ratu Lantai, MZ Floor, Jl. Jend. Gatot Subroto Kav. 74 – 75, Kel Menteng Dalam, Kec. Tebet, Indonesia.  
Phone: +62 21 8370 8848 Fax: +62 21 8370 8848 Email: [info@innovatz.com.my](mailto:info@innovatz.com.my) Web: [www.innovatz.com.my](http://www.innovatz.com.my)

#### **4. TERMINATION**

4.1. A notice of one (1) month is required during your employment with the company by either party to terminate this contract. Notice period is considered to start from the point the **contract of 12 months completed (clause 1.3) and resignation is accepted by Innovatz**. However, when situations warrant, as in the case of breach of policies, the company may penalize you and decide to terminate the contract with immediate effect without compensation if you:

4.1.1. commit any act of gross misconduct or repeat or continue (after written warning) any other [material] [serious] breach of your obligations under this Agreement; or

4.1.2. are guilty of any conduct which in the reasonable opinion of the Board brings you or the Company into disrepute; or

4.1.3. disobey or neglect or refuse orders or directions given or wilfully neglect or refuse to perform any duty given by the Company; or

4.1.4. are convicted of any criminal offence punishable with three (3) months or more imprisonment; or

4.1.5. commit any act of dishonesty whether relating to the Company, any of its employees or otherwise; or

4.1.6. become a bankrupt or make any arrangement or composition with your creditors generally; or

4.1.7. wilfully give any false information or make any misrepresentation to the Company; or

4.1.8. failed to fulfil the company expectation (Non-performance) during the employment; or

4.1.9. are the subject of any complaint relating to any of the above subject matter made by any Customer of the Company, to which you have been seconded to undertake any project for the Company and the same has been reasonably verified by the Company as true

4.1.10. are in the reasonable opinion of the Board incompetent in the performance of your duties; or

4.2. Your accrued leave cannot be utilized to offset your notice period.

4.3. You will immediately comply with the Company's instructions concerning any relocation to or from a customer site and/or any location required due to the Company's operations. In such an event, the Company shall, if necessary, review and vary or modify your compensation package as the Company may in its reasonable discretion decide, based on local compensation benchmark. In the event of an immediate termination by the client/management, you will not be applicable for any bench pay nor any compensation until and unless there is a project/employment. Also, if you fail to serve the requested notice period, it will cause you to be penalized without any compensation from your served period.

4.4. In the event of your resignation, the Company may require you to state the valid reason for your resignation by way of a sworn declaration.

#### **5. CONFIDENTIALITY**

5.1. "**Confidential Information**" which is defined as including:

5.2. "documents, materials and information (whether oral, written, visual, electronic or otherwise and whether or not marked "CONFIDENTIAL") relating to the business or affairs of the Company, its management, subsidiaries, and affiliated or associated companies, including but shall not be limited to the Company's price lists, the Company's clientele contact lists, propriety information on accounts, trade secrets, know-how, trade connexions, apparatus, process, formula, product, invention, system, and all other information of a private and confidential nature".

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5.2.1. During the course of your employment, you will acquire or develop confidential and proprietary information concerning the Company and its dealings and methods of dealings with its customers and employees, and you also will develop relationships of special trust and confidence with the Company's customers and employees.

5.2.2. Hence, you agree to be employed by the Company on the terms and conditions set out below:

5.2.3. You agree that such Confidential Information is for the Company's exclusive benefit;

5.2.4. You shall not at any time now or hereafter, directly or indirectly use or disclose any Confidential Information, in part or in whole to any other person, except with specific approval, in writing, from the Company; and

5.2.5. You undertake and agree that you shall not use any of the Confidential Information:

5.2.5.1. For any purpose other than for the purpose of acquainting yourself with the work you are required to do and/or perform;

5.2.5.2. to secure any competitive advantage to yourself or others;

5.2.5.3. for your own purpose or the purpose of others; or

5.2.5.4. cause, suffer or permit to be done any of the foregoing acts.

5.3. This Undertaking does not apply to any Confidential Information:

5.3.1. which at the time of disclosure to you is in the public domain;

5.3.2. which, after such disclosure, becomes generally available to the public other than by reasons of breach of this Agreement;

5.3.3. which was lawfully in your possession prior to such disclosure, as evidenced by written records and which was not acquired directly or indirectly by you in breach of this Agreement or subject to any obligation of confidentiality; or where disclosure is required by law or any court of competent jurisdiction pursuant to a valid court order provided that you shall notify the Company immediately of such requirement to disclose prior to the making of such disclosure and provided further that you shall be entitled to take any action as the Company shall deem necessary in order to prevent such disclosure.

5.4. Your compensation and other benefits are confidential and are not to be divulged to any person who is not authorized by the Company in this regard.

5.5. You agree that no right or licence is granted to you in relation to the Confidential Information.

5.6. Upon the conclusion or termination of your employment, you will promptly return to the Company, all Confidential Information in whatever form (including all copies thereof and documents, reports, summaries and notes derived there from) provided in the course of your employment. You shall also delete, remove or destroy all copies of the Confidential Information from any unauthorized databases or document retrieval system into which they have been placed and certify to the Company that the same has been done.

## **6. USE OF INTELLECTUAL PROPERTIES**

6.1. "Intellectual Property" is defined as "any patent, copyright, registered design, trade name, trade mark or other industrial or intellectual property right registered or subsisting wheresoever present and future registered by, belonging to or benefiting the Company, its subsidiaries and/or its holding company or any part thereof, including applications for any of the foregoing".

6.2. In being employed by the Company, you will be engaged in work in which you are exposed to the Intellectual Property.

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6.3. You agree that any and all Intellectual Property conceived, discovered, created or invented by the Company or you in the course of your employment by the Company now or after the date hereof shall belong to the Company and that you shall upon request, execute the necessary documents, applications and assignments transferring the same to the Company and do all other things requested to perfect the Company's rights therein.

6.4. You acknowledge and agree that the Intellectual Property belonging to the Company shall be used for the purpose of your employment for the Company and during the term of your employment only. You shall not directly or indirectly acquire any rights in respect of the Intellectual Property and that all such rights and goodwill are and shall remain vested in the Company.

## **7. NON-COMPETITION AND NON-SOLICITATION**

7.1. You shall not during your employment with the Company, directly or indirectly engage in any business competitive with the Company, whether as a owner, partner, shareholder, officer, employee, agent, consultant or otherwise.

7.2. You shall not at any time before or after termination of your employment for whatever reason, directly or indirectly induce or seek to induce by any means involving the disclosure and/or use of Confidential Information any customer of the Company to cease dealing with the Company or to restrict or vary the terms upon which it has agreed with the Company.

7.3. In case of breach or failure of this offer letter (clause 4 and 7, the Company reserves the right to penalize 2 months' pay penalty and to take legal action as deemed required.

7.4. For a period of one (1) year following the termination of your employment for whatever reason, you shall not directly or indirectly:

7.4.1. solicit the business of (or otherwise deal in a manner adverse to the Company with) or provide any software engineering, consulting or programming services to any customer of the Company (whom you have personally dealt with during your employment); and/or

7.4.2. directly or indirectly solicit the services of (or otherwise deal in a manner adverse to the Company with) any person who is and was at the expiry and/or termination of your employment employed by the Company (in a senior staff capacity) which include personnel performing the following functions:

- 7.3.2.1 Senior Software Engineer
- 7.3.2.2 Information Technology Services

7.5. You agree and acknowledge that the restraint in Clause 7.3 herein is necessary in order to protect the Company's legitimate proprietary interest in maintaining a stable trained workforce.

7.6. You acknowledge and agree that the restrictions above are reasonable and necessary to protect the legitimate interests of the Company and further acknowledge that the Company has explained to you that the Company would not have appointed you in the absence of such restrictions.

## **8. SEVERABILITY**

8.1. The Parties agree that the terms in this Agreement are severable and enforceable and whilst these restrictions are considered by the Parties to be reasonable in all circumstances at the date hereof, it is acknowledged that changing circumstances or unforeseen reasons may invalidate such restrictions and if such restrictions should be adjudged void or ineffective for whatever reason but would be adjudged to be valid and effective if part of the wordings were deleted or the period thereof reduced, they shall apply with such modifications as may be necessary to make them valid and effective.

8.2. You agree that the Company shall be entitled to injunctive relief as well as damages for any violation by you of Clauses 5, 6 and 7 of this Agreement (which shall survive the termination of this Agreement and your employment).

## **PT. INNOVATZ**

8.3. You further agree and acknowledge that the terms of this Agreement including Clauses 5, 6 and 7 are intended to be legally binding and enforceable to protect the legitimate proprietary interests of the Company. You are therefore entitled to seek independent legal advice before committing to this Agreement.

## **9. GOVERNING LAWS**

9.1. This Agreement is governed by, and shall be construed in accordance with, the laws of Indonesia and you will hereby irrevocably submit to the exclusive jurisdiction of the Courts of Indonesia in respect of any proceedings arising out of or in connection with this Agreement.

## **10. ENTIRE AGREEMENT:**

10.1. This Agreement represents the entire agreement of the Parties and it supersedes all prior statements, discussions and understandings and may be amended only in writing signed by both Parties.

10.2. It is acknowledged and agreed that monetary damages would not be sufficient remedy for any breach of this Agreement and the Company shall be entitled to specific performance and injunctive relief as remedies for any such breach, in addition to any other remedies that the Company may have.

In the event of any breach of Clauses 5, 6 and 7 of this Agreement, you agree and acknowledge that the Company shall be entitled to withhold payment of any monies otherwise due to you in addition to other remedies which the Company may have pursuant to this Agreement or at law.

10.3. Any breach of this Agreement provides justifiable ground for the Company to dismiss you without any compensation of whatever nature as a result of the dismissal. The dismissal does not relieve you from the obligation to compensate the Company for any and all damage suffered.

10.4. In addition to and without prejudice to the Company's rights above, you agree to indemnify and hold the Company harmless against all claims, losses, damage, costs, expenses, proceedings, fees of legal advisers (on a client-solicitor basis) and fees of other professionals incurred by the Company arising from a breach or neglect or alleged breach or neglect of this Agreement.

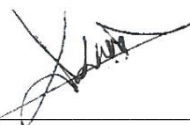
10.5. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing a gender include any gender.

10.6. The Company reserves the right to vary any of the terms and conditions of employment in accordance with the changes in its policies and practices under intimation to you.

For **PT Innovatz**

Agreed to and accepted with the express intent to be legally bound

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_

Name : Dhaval Gajjar

Name : Erik Novri Yohanes

Designation : Operations Manager

KTP No : 3173010811880023

Date : 14/5/2019

Date :

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