

June 1, 2017

RAJA SEKHAR DIRISAM

Dear RAJA SEKHAR DIRISAM,

We are very happy that you have chosen to pursue your career with us at Happiest Minds Technologies Private Limited (hereinafter referred to as 'Happiest Minds'). It is our pleasure to have you on board as a full-time employee in the role of **MODULE LEAD-DTES, DTES Business** with competency level **C3** with effect from **1 June 2017**. At the time of this appointment, your place of posting is Happiest Minds Technologies Private Limited, Noida, India. We look forward to a happy, long, productive and harmonious relationship between you and Happiest Minds in our combined pursuit of our mission of "Happiest People. Happiest Customers".

Happiest Minds has been founded by a team of IT industry leaders and practitioners. We offer a unique blend of solutions and services based on the core technology pillars of cloud computing, social computing, mobility and analytics. Our current businesses are IT Services, Product Engineering Services and Infrastructure Management & Security.

Our philosophy is simple. Happy employees lead to Happy Customers. In order to have satisfied and loyal customers, organizations should have happy, satisfied and engaged employees. We see people as an integral part of business and their happiness is of utmost importance. All our systems, policies and practices are crafted to foster an open culture, enabling our people discover their potential and participate in shaping their own work-life experience.

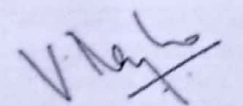
The following pages define the Employment Agreement between Happiest Minds Technologies Private Limited ("Happiest Minds") situated in 3rd & 4th Floor, SJR Equinox, Sy.No.47/8, Doddathogur Village, Begur Hobli, Electronics City Phase 1, Hosur Road, Bangalore - 560 100 and you.

Your remuneration package as listed in Annexure 1 and detailed Terms and Conditions are listed in Annexure 2. Please note that your designation, reporting manager, Department, work location, remuneration, benefits and terms and conditions are subject to changes during the course of your employment with Happiest Minds.

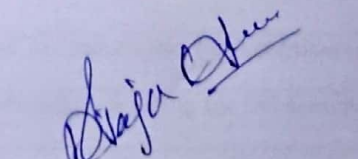
Please sign on this page and page 10 of the agreement (2 copies) and return one copy while retaining one for your records

For Happiest Minds Technologies Private Limited

Accepted



Raja Shanmugam
Chief People Officer



Name: RAJA SEKHAR DIRISAM

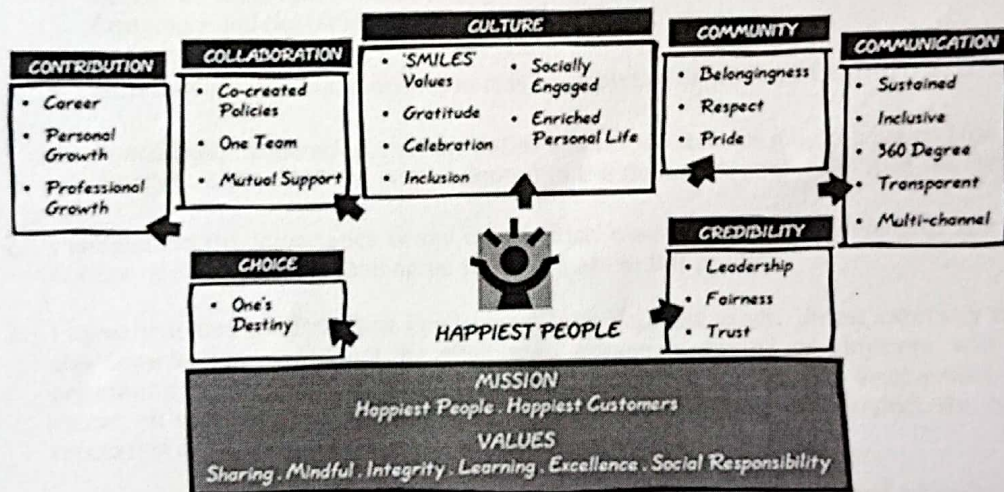
Breakup of Remuneration (in INR)

Employee ID	HM0004007
Name	RAJA SEKHAR DIRISAM
Designation	MODULE LEAD-DTES
Competency	C3
DOJ	1 June 2017
BU	DTES

Basic & Others Allowances Details:			
Cash Flow Head	Monthly	Yearly	Frequency of Payment
Basic Salary	35833	429996	Monthly
House Rent Allowance	17917	215004	
Conveyance Allowance	1600	19200	
Special Allowance	0	0	
Employer Contribution to PF	1800	21600	
Total (A)	57150	685800	
Eligible Benefits			
Flexi Benefit Plan*		395017	As per details applicable
Group Medical Insurance**		3500	
Gratuity***		20683	
Total (B)		419200	
Annual Variable Component ****			
AVP		0	Yearly
Total (C)		0	
Cost to Company (CTC) = A+B+C			
Yearly		1105000	
* As per Happiest Minds Flexible Benefits Plan			
** Proportion amount added for Group Medical Insurance Premium			
*** Gratuity will be payable as per the prevailing payment of Gratuity Act considering total continuous tenure with erstwhile OSSCube India and Happiest Minds			
**** Annual Variable Component is payable in proportion based on performance rating for the period given in your last increment letter with erstwhile OSSCube India			

Detailed Terms and Conditions

As part of this covenant, we commit to build a caring, comfortable and safe work environment built based on our unique Happiness Framework whose current format is shown below. We will collectively work together to enable a work culture that adheres to our Values defined by SMILES - Sharing, Mindful, Integrity, Learning, Excellence and Social Responsibility. Happiest Minds Technologies Private Limited will also strive to provide infrastructure that helps you perform your responsibilities effectively.



The Happiest Mind agrees to the following:

In thankful consideration for the employment in Happiest Minds, remuneration and benefits, the work culture, values and environment, I, RAJA SEKHAR DIRISAM, understand and accept my commitments and responsibilities as given below:

1. I agree to execute all tasks and responsibilities assigned to me as part of my employment to the best of my abilities and efforts for the growth and success of Happiest Minds when I act as the **MODULE LEAD-DTES, DTES Business**. These duties shall include:
 - Devoting on a full time basis all necessary time, best efforts, professional skills, attention and energies to perform my duties hereunder to Happiest Minds;
 - Acting in accordance herewith, and in all accounts be responsible and responsive to Customers and Happiest Minds;
 - Generally perform such services as may be expected of **MODULE LEAD-DTES, DTES Business**.
 - In addition, I understand that my duties and responsibilities may change and/or evolve over a period of time and may not be limited to the duties and responsibilities set forth above.
2. I understand the importance of my contribution towards the strengthening of the Values and Culture of Happiest Minds and agree to participate in this process.
3. I agree that this is a Full Time Employment with Happiest Minds. Unless expressly approved by the Organization, I will not be eligible to engage in gainful employment with any other organization. I gratefully acknowledge that this does not exclude my involvement with Social causes on voluntary pro bono basis, as long these do not adversely impact the business and reputation of Happiest Minds.
4. I agree to apply and maintain the highest standard of personal conduct and integrity and comply with all Happiest Minds' policies and procedures and all applicable laws, rules and regulations, made thereunder. The Rules and Regulations as framed by Happiest Minds Technologies Private Limited from time to time and applicable to all its employees or to my specific position shall become binding upon me.
5. I understand that while my initial place of posting will be at **Noida**. I may also be required to travel on work within India and Overseas, based on need. I also understand that all employment may be transferred at any time to any other office of Happiest Minds within India or one of its group/affiliate companies around the world with reasonable notice
6. I understand my remuneration is purely personal between me and Happiest Minds and has been arrived on the basis of my specific background and professional merit. I will maintain this information and also any changes made therein from time to time as personal and confidential.
7. Protection of Confidential Information; Non-Competition; Non-Solicitation; Non-Disparagement
 - 7.1 **Acknowledgment:** I agree and acknowledge that in the course of rendering services to Happiest Minds and its clients and customers, I have acquired and will acquire access to and become acquainted with confidential information about the professional, business and financial affairs of Happiest Minds, its subsidiaries and affiliates that is non-public, confidential or proprietary in nature. I acknowledge that Happiest Minds is engaged in a highly competitive

business and the success of Happiest Minds in the marketplace depends upon its goodwill and reputation for quality and dependability. I agree and acknowledge that reasonable limits on my ability to engage in activities competitive with Happiest Minds are warranted to protect its substantial investment in developing and maintaining its status in the marketplace, reputation and goodwill. I further agree that my obligations under this Section shall be absolute and unconditional, and shall exist regardless of the nature of the termination of my employment, including but not limited to whether my employment is terminated by mutual agreement, or otherwise.

7.2 Confidential Information: During and at all times after my employment hereunder, I shall keep secret all non-public information, matters and materials of Happiest Minds (including subsidiaries or affiliates), including, but not limited to, know-how, trade secrets, customer lists, vendor or supplier information, pricing policies, operational methods, any information relating to Happiest Minds' (including any subsidiaries or affiliates) products or product development, processes, product specifications and formulations, artwork, designs, graphics, services, budgets, business and financial plans, marketing and sales plans and techniques, employee lists and other business, financial, commercial and technical information of Happiest Minds (including any subsidiaries and affiliates) (collectively, "Confidential Information"), to which I have had or may have access and shall not (other than in connection with performing my duties hereunder during my employment) use or disclose such Confidential Information other than (a) to or for Happiest Minds, its authorized employees and such other persons as Happiest Minds may have authorized, (b) as may be required by law and then only after consultation with Happiest Minds to the extent practicable, (c) to my personal advisors for purposes of enforcing or interpreting this Agreement, who in each case have been/will be informed as to the confidential nature of such Confidential Information and their obligation to keep such Confidential Information confidential, or (d) to a court, arbitrator or mediator for the purpose of enforcing or interpreting this Agreement. "Confidential Information" shall not include any information which is in the public domain, provided such information is not in the public domain as a consequence of disclosure by me in violation of this Agreement. Upon termination of my employment for any reason, I shall deliver to Happiest Minds all documents, data, papers and records of any nature and in any medium (including, but not limited to, electronic media) in my possession or subject to my control that (i) belong to Happiest Minds or (ii) contain or reflect Confidential Information.

7.3 Non-Competition

7.3.1 During the period of Employment I shall not, without the written consent of Happiest Minds, in any capacity, whether for my own account or on behalf of any other person or organization, directly or indirectly, with or without compensation, (a) own, operate, manage, control, or otherwise engage in, (b) serve as an officer, director, partner, member, employee, agent, consultant, advisor or developer or in any similar capacity to or (c) have any financial interest in, or assist anyone else with respect to, any business that competes with the business of Happiest Minds as it was configured during the term of my Employment, provided, however, that I shall be permitted to own shares in companies up to 0.5% shareholding in an unlisted India company and 2% shareholding in listed companies.

Non-compete subsequent to Period of Employment

7.3.2 I acknowledge and appreciate that Happiest Minds has chosen to waive my non-compete requirements after termination of my employment.

7.4 Non-Solicitation of Employees and Customers

7.4.1 **Employees:** During my employment hereunder and for an additional period ending on the last day of the Twelfth (12th) month from my Termination Date (Restricted period), I shall not, in any capacity, whether for my own account or on behalf of any other person or organization, directly or indirectly, with or without compensation, (a) solicit, divert or encourage any officers, directors, employees, agents, consultants or representatives of Happiest Minds (including any subsidiary), to terminate his, her or its relationship with Happiest Minds (including any subsidiary), (b) hire any such officer, director, employee, consultant or representative so solicited, diverted or encouraged, (c) solicit, divert or encourage any officers, directors, employees, agents, consultants or representatives of Happiest Minds (including any subsidiary), to become officers, directors, employees, agents, consultants or representatives of another business, enterprise or entity.

Further, during the period of 12 months from the date of termination of my employment, I will not directly or indirectly (through entities that I may start/help start or through targeted head-hunting) hire any current employees of Happiest Minds (including any subsidiary) or those who have voluntarily left the employment of Happiest Minds (including any subsidiary) within 12 months of their separation.

7.4.2 **Customers:** During my employment hereunder and for an additional period ending on the last day of the Twelfth (12th) month from my Termination Date, I shall not, in any capacity, whether for my own account or on behalf of any other person or organization, directly or indirectly, with or without compensation, (a) solicit, divert or appropriate any customers, clients, vendors or distributors of Happiest Minds (including any subsidiary) in any manner that harms Happiest Minds, or (b) influence or attempt to influence any of the customers, clients, vendors, distributors or business partners of Happiest Minds (including any subsidiary) to transfer his, her or its business or patronage from Happiest Minds to any competitor of Happiest Minds.

7.5 **Remedies for Breach:** I acknowledge that Happiest Minds will suffer irreparable harm as a result of a breach of such restrictive covenants by me for which an adequate monetary remedy does not exist and/or may prove to be inadequate. Accordingly, in the event of any breach by me of any provision of this Agreement, Happiest Minds shall be entitled to approach courts of competent jurisdiction to seek specific performance, equitable and/or injunctive relief and remedies to restrain or prevent such breach or anticipated breach. Such remedies shall in be in addition to other remedies available to Happiest Minds. Further, during such period of breach, I shall not be entitled to receive any benefits or payments that I may otherwise have been entitled to receive under this Agreement.



- 7.6 **Non-Disparagement:** During my employment hereunder and for an additional period ending on the First Anniversary of my Termination Date, I shall not, directly or indirectly, (i) make any statement, whether in commercial or non-commercial speech, disparaging or criticizing in any way Happiest Minds or any of its subsidiaries or affiliates, or any products or services offered by any of these entities, or (ii) engage in any other conduct or make any other statement that, in each case, should reasonably be expected to impair the goodwill or reputation of Happiest Minds; provided, however, that nothing herein or elsewhere shall prevent me from making disclosures or truthful statements required by law or by any court, arbitrator, governmental body or other person with apparent authority to require such disclosures or statements. In the spirit of mutuality, I expect Happiest Minds also to refrain from making any statements that could impair my goodwill and reputation, other than for making disclosures or truthful statements required by law or by any court, arbitrator, governmental body or other person with apparent authority to require such disclosures or statements.
- 7.7 **Modification:** I agree and acknowledge that the duration, scope and geographic area of the covenants described in this Agreement are fair, reasonable and necessary in order to protect the Confidential Information, goodwill and other legitimate interests of Happiest Minds and that adequate consideration has been received by me for such obligations. If, however, for any reason, any court of competent jurisdiction determines that the restrictions in this Agreement are not reasonable, that consideration is inadequate or that I have been prevented unlawfully from earning a livelihood, such restrictions shall be interpreted, modified or rewritten to include the maximum duration, scope and geographic area identified in this Section as will render such restrictions valid and enforceable.
8. **Termination without Cause:** I understand and agree that either Happiest Minds or I shall be at liberty to terminate this employment without Cause (as defined in Section 9 below); provided, however each shall give the other at least sixty (60) days prior written notice of such termination or resignation; provided further that in the event that Happiest Minds terminates this Agreement without Cause (as defined in Section 9), Happiest Minds shall be required to give me sixty (60) days prior notice (or Sixty (60) days Gross salary in lieu of such notice, payable per the standard payroll practices of Happiest Minds). The date specified in any notice of termination as my final day of employment shall be referred to herein as the "Termination Date."
9. **Termination for Cause:** I agree that Happiest Minds or I shall be entitled to terminate this employment immediately without the above notice period, for cause, upon occurrence of any of the following events:
- "Cause" shall mean:
- (a) A material failure by me to render services to Happiest Minds in accordance with this Agreement or in accordance with my assigned duties, that continues for a period of 15 days after written notice has been provided to me by Happiest Minds;
 - (b) Any action or omission by me involving willful misconduct or gross negligence relating to my duties to Happiest Minds, including without limitation any act of fraud, dishonesty or embezzlement against Happiest Minds or its stockholders;
 - (c) My conviction for a felony or a crime of moral turpitude;
 - (d) My material breach of any of the provisions of this Agreement or the Confidentiality Agreement unless cured (if curable) within 15 days after written notice from Happiest Minds;
 - (e) Any misrepresentation or provision of false information; or
 - (f) Breach of integrity



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9.2 I am entitled to terminate this agreement immediately without notice, if Happiest Minds fails to abide by its obligations under this agreement, including payment of remuneration, unless cured within 15 days of written notice to Happiest Minds.

10. **No Assignment:** I acknowledge that the services to be rendered by me pursuant to this Agreement are unique. Accordingly, I shall not assign any of my rights or delegate any of my obligations under this Agreement.

11. **Severability:** I understand and agree that all of the terms and provisions contained in this Agreement are severable and, in the event that any of them shall be deemed unenforceable or invalid by a court of competent jurisdiction, then this Agreement shall be interpreted as if such unenforceable or invalid term or provision were not contained herein.

12. **Arbitration**

12.1 We agree that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement or the Release or any aspects of the employer/employee relationship between Employer and Employee shall be settled by arbitration to be held in Bangalore, under the Arbitration and Conciliation Act, 1996. Happiest Minds will bear the arbitrator's fee and any other type of expense or cost that I would not be required to bear if I were free to bring the dispute(s) or claim(s) in court as well as any other expense or cost that is unique to arbitration. Happiest Minds and I shall each bear our own attorneys' fees incurred in connection with the arbitration.

This arbitration clause relates to the resolution of all disputes relating to this Agreement and all aspects of the employer/employee relationship (except in the case breach of Confidentiality, where Happiest Minds reserves the right to move the appropriate court of law), including, but not limited to, the following claims:

12.1.1 Any and all claims for wrongful discharge of employment; breach of contract, both express and implied; breach of the covenant of good faith and fair dealing, both express and implied; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; and defamation;

12.1.2 Any and all claims arising out of any other laws and regulations relating to employment or employment discrimination.

13 **Discovery and Intellectual Property Rights/Works**

- I will disclose fully and promptly to Happiest Minds, any and all work done during the term of my employment including articles, write ups, reports, commentaries, analysis or drawings produced, inventions, processes, innovations, discoveries, developments, designs, works, techniques, formula improvements, computer programs and other related technical material, (hereinafter called 'works') relating to the activities or business of Happiest Minds which I shall write, discover, conceive, make, generate to practice alone or jointly with others during my term of employment with Happiest Minds and resulting from such employment whether or not they are protectable, patentable and copyrightable.



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- Any rights gained from such work, shall belong to Happiest Minds, as the works have been carried out on work, for reward basis during a contract of employment.
- No rights shall be reserved to me.
- I will execute and transfer if necessary, at any time upon Happiest Minds' request, any certification, affidavit or other documents confirming the ownership rights under this head.
- Upon request at any time during or after the term of my employment and at the expense of Happiest Minds, I shall assist Happiest Minds including its attorneys in preparing and prosecuting application for patents or copyrights relating to such works, inventions, processes and other materials.

I will also execute all papers in connection with the performance of all tasks that may be reasonably necessary, to protect the rights of Happiest Minds and to vest in it or its assigns ownership of the works, inventions, applications, copyrights, designs, mask-works and patents herein contemplated.

14. Compliance with Intellectual Property Laws

- I understand that Happiest Minds will provide all materials (computers, software licenses, etc.) to enable me to do my work.
- I will inspect, with the help of competent staff, all materials including computers, within my charge and control as soon as the same is first brought under my charge (including software loaded on the machine's hard disk).
- I will not use any works or data or content, for which appropriate license or rights have not been obtained and shall observe the conditions of all legal works being used by Happiest Minds.
- I will be responsible for, and shall be liable for the consequences of any illegal or pirated works/content or failure to comply with the terms of the license in respect of any works being used by me or which is found on my computer and such willful noncompliance will be treated as breach of Integrity.

15. Governing Law: I agree that this Agreement will be governed by the laws of India in the State of Karnataka, without regard to its conflicts of laws.

16. Entire Agreement: We agree that Agreement constitutes the entire agreement of the parties hereto, and replaces all prior agreements, promises, representations and understandings between Happiest Minds and me whatsoever concerning the limited subject matter hereof. There are no other agreements, conditions or representations, oral or written, express or implied, which form the basis for this Agreement.

17. Waiver of Breach: We understand and agree that the waiver by either me or Happiest Minds of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach thereof.



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18. **Notices:** We agree that any and all notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing, sent by certified or registered mail, return receipt requested, to our respective addresses set forth in the prologue of this Agreement, or to such other address as either of us may specify in writing.
19. **Counterparts; Electronic Execution:** I agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or other electronic execution and delivery of this Agreement shall be legal, valid and binding execution and delivery for all purposes.
20. I acknowledge that I have read, understood and agreed to all the terms and conditions contained in this Appointment Letter and confirm that all the terms contained therein will be binding on both Happiest Minds and me.

Accepted by Happiest Mind:

Signature:

Name:

RAJA SEKHAR DIRISAM

Date:

Employment Start Date: **June 01, 2017**

Address:

For Happiest Minds Technologies Private Limited:

Signature:

Name:

Raja Shanmugam

Designation:

Chief People Officer

Date:

June 01, 2017