

ANNEXURE II C

NON - COMPETE AGREEMENT

This Non-Compete Agreement (“**Non - Compete Agreement**”) is entered into on the 23rd day of Aug, 2021.

BETWEEN

Torry Harris Business Solutions Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 71, Sona Towers, Millers Road, Bangalore 560 052 (hereinafter referred to as the “**Company**”, which expression shall mean and include where the context so requires or admits its permissible successors and assigns) of the ONE PART;

AND

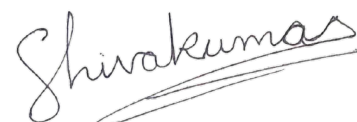
Shivakumar R Hombal (Employee’s name), aged about 21 years,

✓
S/o/D/o/W/o Ramesh Hombal, currently residing at F-187, 1st Main Road, Bharath Nagar, Viswaneedam Post, Near SBI Bank, East West College road, Bangalore - 560091, (hereinafter referred to as “**Employee**” which expression shall mean and include his successors, executors, administrators, legal representatives, nominees in interest and assigns) of the OTHER PART.

The Company and the Employee are, hereinafter, collectively referred to as the “**Parties**”.

WHEREAS:

1. The Company is inter alia, engaged in the business of software development and such other services;
2. The Employee is being employed in the capacity of Associate Software Engineer - Trainee (designation) to provide services in the Company vide the Appointment Letter (“**Letter**”);
3. Pursuant to the Employee’s obligations, the Employee would have access to, be furnished with and develop information for and on behalf of the Company either solely or jointly with other employees or consultants of the Company and the Employee would be acquiring experience and knowledge in respect of the relevant field;
4. The Company would be irremediably damaged in the event the Employee commences a business of their own which is in competition with the Company or provide the services to a competitor of the Company. The Company deems it necessary to enter into an agreement of non-compete to ensure that the Employee will not perform any such act which may be detrimental to the business of the Company;



5. The Employee acknowledges and realizes the importance of the business of the Company and agrees to the Company's directions in this regard;
6. Consequently, the Parties deem it necessary to record in writing the terms and conditions of this Agreement for protecting the business of the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

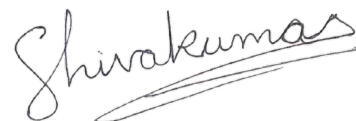
1. Non-Competition

The Employee shall not, without the prior written consent of the Company, at any time during the association with the Company in terms of the Letter and thereafter for a period of two (2) years from the date of termination of the employment under the Letter for whatever reason (whether terminated by Company or Employee, with or without cause) and/or disassociation from the Company for whatever reason, directly or indirectly, commence or engage in Competing Services. For the purpose of this Non- Compete Agreement the term "**Competing Service**" means any involvement with the type of products, processors or services which the Employee during the Term: (a) worked on; or (b) acquired or had access to. The Employee understands that the Company will be spending a large amount of time and money in training the Employee in certain specialised skills in consideration of the Employee agreeing to remain in the employment of the Company during the Term. Further, the Employee also acknowledges that during the Term of the Letter the Employee shall have access to the confidential and proprietary information of the Company, including but not limited to the clients of the Company, the methods and techniques adopted by the Company in performing its services, the fees charged by the Company for its services, *etc.* The Employee understands that engaging in a Competing Service during the Term and for a period of at least two (2) years thereafter would cause irreparable damage to the Company in any business or commercial enterprise either solely or with any other third party, including clients of the Company, which would be in the nature of competing with the business of the Company.

The Employee shall undertake any employment or other association with any of the competitors of the Company only after obtaining the prior written approval of the Company in that behalf.

2. Trade Secrets

The Employee agrees that the Company shall or may, in reliance to this Non-Compete Agreement provide the Employee with access to trade secrets, customers and other Confidential Information. Employee agrees to retain the said information confidential and not disclose same to any third party. The Employee agrees to take all necessary actions to



keep the Company's business secrets, including, but not limited to any third party during and after the term of the Employee's employment.

3. Consequences of Breach

In the event of breach of the obligations of this Non-Compete Agreement by the Employee, the Employee shall promptly be liable to indemnify the Company for all the costs, damages and prejudice caused to the Company by disclosure or loss of confidentiality of any part or whole of the Confidential Information by the Employee. This liability of the Employee shall not in any manner affect the other rights of the Company from claiming damages from the Employee and other available remedies under law, equity or under the Letter and this Non- Compete Agreement.

Further, the Employee acknowledges that, in the event of any breach of this Agreement, the Company will not have an adequate remedy in money or damages. The Company therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. The Company's right to obtain such relief shall not limit its right to obtain other remedies.

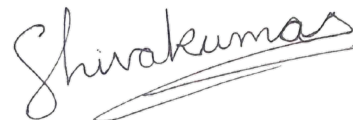
4. Survival of obligation

The obligation under this Non-Compete Agreement shall survive the termination of the Letter for the specified period from the date of termination of the employment under the Letter for whatever reason.

The breach of any of the provisions under this Non-Compete Agreement shall be deemed to be breach of the terms of the Letter with consequences thereof including termination of employment under the Letter.

5. Miscellaneous

- (i) Any provision of this Non-Compete Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- (ii) The rights of the Company under this Non-Compete Agreement are cumulative and may be exercised as often as the Company considers appropriate and are in addition to its rights under the general laws applicable in India. Any failure to exercise or any delay in exercising any of its rights under this Agreement shall not operate as a waiver or variation of that or any other such right; and no act or course of conduct or negotiation on the part of the Company or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or variation of any such rights.



- (iii) No amendment or modification to this Non-Compete Agreement will be effective or binding unless it is in writing and signed by both Parties.
- (iv) The Employee shall not transfer, assign, sublicense or subcontract any right or obligation hereunder without obtaining the prior written consent of the Company.
- (v) The interpretation and enforcement of this Non-Compete Agreement shall be governed by the laws of India. The courts in Bangalore shall have the exclusive jurisdiction to deal with any matter pertaining to this Agreement.
- (vi) Any notices under this Non-Compete Agreement will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as mentioned above in this Agreement. Such notice will be effective upon its mailing as specified. In the event of any change in the address, the same shall be communicated to the other Party.
- (vii) This Non-Compete Agreement shall constitute the entire agreement between the Parties hereto relating to the subject matter thereof and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein.

IN WITNESS WHEREOF the Parties hereto have set their hands on the day, month and year first hereinabove mentioned.

Torry Harris Business Solutions Pvt Ltd.,

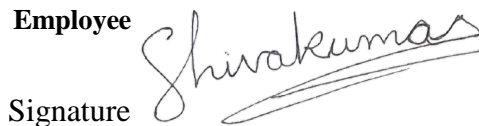


Signature

Name: G. Shivdayal Charan

Title: Authorized Signatory

Employee



Signature

Name

Shivakumar R Hombal

Title Associate Software Engineer - Trainee