

ANNEXURE II A

Employment Terms and Conditions

The employment of the Employee with the Company shall be governed by the following terms and conditions (the “**Terms**”).

1. DEFINITIONS

- 1.1 “**Act**” shall mean the Companies Act, 1956.
- 1.2 “**Board**” shall mean the Board of Directors, for the time being, of the Company.
- 1.3 “**Business**” shall mean the provision and execution of software development services and information technology and information technology enabled services to customers in India and abroad.
- 1.4 “**Confidential Information**” shall mean and include all Company and third party, (including any client or customer) information which is proprietary and not available to the general public, knowledge, technical data, trade secrets, Know-how, Developments and Intellectual Property Rights (as defined herein) accessed, created, received, exploited, developed or obtained by the Employee during the course of her/his employment with the Company.
- 1.5 “**Developments**” shall mean any idea, invention, design, technical or business innovation, computer program and related documentation, or any other work product developed, conceived, or used by the Employee, in whole or in part that arises out of the employment with the Company, or that are otherwise made through the use of the Company’s time or materials.
- 1.6 “**Directors**” shall mean the directors of the Company.
- 1.7 “**Disability**” shall mean that the Employee is unable to perform their duties hereunder as a result of illness or incapacity due to physical or mental reasons, and such disability, continues for at least six (6) months, and is determined to be total and permanent by a physician/medical expert selected by the Company.
- 1.8 “**Intellectual Property Rights**” shall mean all intellectual property including copyrights, patents, design rights, trade marks obtained by the Employee individually or on behalf of the Company in relation to the work carried on, discovered, invented, designed and/ or authorised by the Employee during their employment with the Company.
- 1.9 “**Know-how**” shall mean any or all information (including, but not limited to, that comprised in or derived from information technology of all sectors, electronic intellectual property, manuals, instructions, catalogues, booklets, data disks, tapes, source codes, formula cards and flowcharts) relating to the business of the Company and the services provided or products manufactured and developed by the Company.
- 1.10 “**Parties**” shall mean the Company and the Employee.
- 1.11 “**Person**” shall mean and include an individual, firm, company or any other legal entity.
- 1.12 In these Terms:
 - 1.12.1 words importing the singular include the plural and vice versa;
 - 1.12.2 reference to days, months and years are to English calendar days, calendar months and calendar years, respectively;
 - 1.12.3 the words “include” and “including” are to be construed without limitation;
 - 1.12.4 reference to statutes shall include any modification, re-enactment or extension

thereof for the time being in force; and

1.12.5 headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation of these Terms.

1.12.6 references to one gender include all genders.

2. EMPLOYMENT

- 2.1 The Employee agrees to and accepts the terms and conditions of the Employment (as defined in the appointment letter (the “**Letter**”) attached herewith) as set out herein.
- 2.2 The Employee will perform and discharge all duties and functions assigned by the Company in a faithful, competent and professional manner. All of the Employee’s activities hereunder will be at the complete direction and control of the Management / Reporting Manager.
- 2.3 The Employee agrees that the Employee may be required to travel outside the place of posting and to other places, both in India and abroad, as part of the Employment. The Employee also expressly agrees that the Company may assign this Agreement to any of the Company’s subsidiaries or affiliates, in India or any other location, at the Company’s option, according to the Employee’s capacities.
- 2.4 The Employee shall receive periodic performance reviews/evaluations at the discretion of the Company.
- 2.5 During the Term, the Employee shall be governed by the Company’s policies and rules regarding Provident Fund, Employee State Insurance, medical reimbursement and leave encashment.

3. TERM OF EMPLOYMENT

- 3.1 The Employment shall commence from the date as stated in the Letter (the “**Commencement date**”). It is hereby clarified that the Company may, at its discretion, and upon written notice to the Employee, suitably alter the Commencement Date. The Employment may be terminated at any time during the Term in accordance with the provisions set out herein subject to the provisions of the Annexure II C and Annexure II D (if applicable) annexed to the Letter. The Employee shall not terminate his Services for a period of two (2) years from the Commencement date. In this regard the Employee shall be bound by the terms of the Non-compete Agreement as detailed under Annexure II C and the terms of the Employee Undertaking as detailed under Annexure II D (if applicable) to the Letter.

4. PROBATION PERIOD (If applicable)

- 4.1 The Employee shall be under probation for a period of six (6) months or three (3) months as issued in the appointment letter from the Commencement Date (the “**Probation Period**”). At the end of the Probation Period, the Employee’s reporting manager (the “**Manager**”) will appraise the performance of the Employee during the Probation Period, after which a decision will be taken regarding whether (i) the Employee’s Employment is to be confirmed; (ii) the Employment is to be terminated; or (iii) whether the Probation Period is to be extended for a further period of three (3) months on an exception cases and these case are decided by the HR team and the BU head. In the event the Employment is confirmed, the Company will issue a letter of confirmation (the “**Confirmation Letter**”) to the Employee and it is only consequent to the issue of the Confirmation Letter that the Employee shall be included in the permanent rolls of the Company. In the event the Probation Period is to be extended by three (3) months, the Company shall issue written notice to that effect to the Employee. Such three (3) month period shall also be considered a part of the “**Probation Period**”) and upon the expiry of such further three (3) month period, the Manager shall once again appraise the Employee’s performance as provided in this Clause 4.1. In the event no Confirmation Letter or notice of extension of the Probation Period is issued to the Employee upon the lapse of the Probation Period, the Employee’s Employment with the Company shall stand terminated without further notice.
- 4.2 The Company may terminate this Employment of the Employee anytime during the Probation

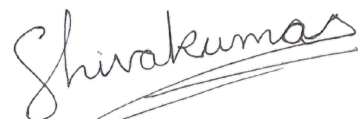
Period. Notice period will be determined by the Company based on the task employee is handling, which in any case shall not exceed 2 weeks (14 days). It is hereby clarified that no such notice will be required to be provided to the Employee if, on the expiry of the Probation Period, the Manager and the Company are of the view that the Employment is not to be confirmed.

5. OBLIGATIONS AND CONDUCT OF EMPLOYEE

- 5.1 The Employee shall comply with all operating policies, procedures and practices of the Company and the Employee Handbook (the “**Handbook**”) signed concurrently with these Terms.
- 5.2 During the Employment, the Employee shall perform those duties as may from time to time be assigned to them and shall carry out any assignments related to the Company or its affiliates as directed. The Employee shall report to the Company as may be required and will fully account for all records, data, materials or other property belonging to the Company or its customers (the “**Customers**”) of which he/she is given custody. The Company may, from time to time, establish rules and regulations and the Employee shall faithfully observe these in the performance of their duties. The Employee shall further comply with all policies and directives of the Company.
- 5.3 The Employee shall devote their full working time and ability to the business of the Company and its affiliates in accordance with the instructions that the Employee receives from the Company and consistent with the duties and responsibilities assigned to the Employee.
- 5.4 The Employee is prohibited from concluding any contracts binding the Company, whether in their own name or on behalf of any third party, unless the Employee shall have first secured the written approval of the Company.
- 5.5 The Employee shall periodically forward written reports of their activities to the Company and provide any other information as may be requested by the Company.
- 5.6 Publications or speeches by the Employee which concern the activities or interests of the Company must be approved in writing, in advance, by the Board unless they are for the purposes of sales promotion for the Company or are otherwise within the scope of the usual functions of the Employee. Further, the Employee shall not at any time make any statement, observation or opinion, or communicate any information (whether oral or written) that is likely to come to the attention of any Customer or employee of the Company or any member of the media, which statement is derogatory of or casts in a negative light the Company or its officers, directors and employees or otherwise engage in any activity which is inimical to the interests of the Company.
- 5.7 The Employee agrees to abide by all of the Company’s policies and procedures, including, but not limited to, its Code of Business Conduct, its Sexual Harassment Policy and its Data Protection Policy as amended from time to time, and to comply with all work rules and instructions communicated by the Company to the Employee.
- 5.8 During the Employee’s Employment, the Employee may acquire knowledge of (i) information that is relevant to the business of the Company or its affiliates; or (ii) knowledge of business opportunities pertaining to the business in which the Company or its affiliates are engaged. The Employee shall promptly disclose to the Company that information or business opportunity but shall not disclose it to anyone else without the Company's prior written consent.
- 5.9 The Employee is required to keep the Company informed of any changes related to personal particulars - address, contact telephone number, additional qualifications, marital status etc. from time to time and specifically upon any changes to such personal particulars.

6. REMUNERATION AND BENEFITS

- 6.1 In consideration of the duties, functions and services rendered by the Employee, the Employee shall be paid annual gross salary by the Company as more fully described in Annexure I (the “**Total Salary**”), subject to:



- 6.1.1 The sanction of the Board;
- 6.1.2 Any ceiling limits that may be prescribed under law; and
- 6.1.3 Deduction and withholdings of tax or otherwise as the Company may be mandated or required to do so whether by any applicable laws, regulations or guidelines or pursuant to any contract to such effect.

6.2 The Employee's compensation and benefits package has been decided based on various factors including the Employee's professional background and merit. The Employee hereby agrees to treat all such compensation related information as personal and confidential.

6.3 **Benefits**

The following benefits shall not form a condition of employment and shall depend on the eligibility of the Employee in accordance with the policies of the Company then in force and as may be determined by the Board:

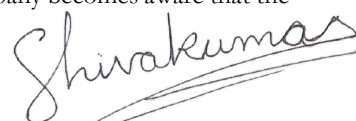
- 6.3.1 The Employee shall be entitled and eligible to leave as per the leave policy laid down by the Company as notified to the Employee in writing and as amended from time to time;
- 6.3.2 The Employee shall be entitled to participate in stock option programmes as may be implemented by the Company and the policies laid down;
- 6.3.3 The Employee shall be entitled to participate in the Company's employee benefit plans of general application, including without limitation, those plans covering medical insurance and gratuity; and
- 6.3.4 The Employee shall be entitled to reimbursements of reasonable expenses incurred by the Employee on behalf of and for the benefit of the Company upon the Employee providing the Company with proper receipts or other evidence documenting such expenditures in accordance with the rules and procedures established by the Company from time to time.

6.4 **Bonus**

The Company may from time to time, at its discretion, and based on the performance of the Employee, award the employee a bonus as it deems fit. The quantum of the bonus awarded will be based on, among other criteria, the overall performance of the Company, the performance of the project to which the Employee is assigned, and the Employee's individual performance. The Company will notify the Employee from time to time of any changes to the Company's bonus policy.

7. **REPRESENTATIONS AND WARRANTIES**

- 7.1 The Employee represents that to the best of their knowledge, the Employee has no commitments to former employers or other entities which would restrict the Employee from joining the Company. The Employee represents and warrants that the Employee has not taken or otherwise misappropriated and does not have in the Employee's possession or control any confidential or proprietary information belonging to any of the Employee's prior employers or connected with or derived from the Employee's services to prior employers. The Employee represents and warrants that Employee has returned to all prior employers any and all such confidential or proprietary information and shall not use or cause the use of such confidential or proprietary information in any manner whatsoever in connection with the Employee's Employment by the Company.
- 7.2 The Employee shall indemnify and hold harmless the Company from any and all claims arising from any breach of the representations and warranties in this Clause 7.
- 7.3 The Employee represents that the Employee has disclosed all material and relevant information which may either affect the Employee's employment with the Company currently or in the future or may be in conflict with the terms of the Employee's employment with the Company, either directly or indirectly. If at any time during the Term, the Company becomes aware that the



Employee has suppressed any material or relevant information required to be disclosed by the Employee, such suppression shall be termed a breach and the Company reserves the right to forthwith terminate the Employee's employment without any notice and without any obligation or liability to pay any remuneration or other dues to the Employee irrespective of the period that the Employee may have been employed by the Company.

8. CONFIDENTIALITY AND NON-DISCLOSURE

8.1 The Company shall have the option, at any time during the Term, to enter into a separate confidentiality or non-disclosure agreement with the Employee, whose terms shall supercede those contained herein. The Employee shall be bound by the terms of such agreement, as executed.

8.2 The Employee covenants and agrees that the Employee shall treat as strictly confidential all Confidential Information that comes within the Employee's knowledge during the Term and shall survive the termination of the Letter, and shall not disclose any confidential information to any party without the prior written consent of the Company. The Employee acknowledges that all such confidential information is the sole property of the Company. Confidential Information shall include but is not limited to the following:

8.2.1 Trade Secrets: Any and all proprietary and technical information of the Company in the nature of computer programs, services, systems, know-how, discoveries, inventions, and the like employed by the Company and/or its affiliates.

8.2.2 Business Procedures: Internal business procedures and business plans, licensing technique, technical data, vendor names, purchasing information, financial information (including fee, hourly rates, commissions paid, billing and collecting information), service and operational manual, employee salaries, bonus structure, stock options, ideas for new services and any such information, which relates to the way the Company conducts its business and which is generally not known to the public.

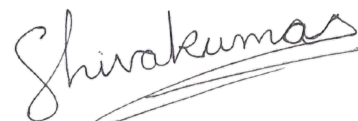
8.2.3 Marketing Plans and Customer Information: Any and all non-public Customer lists or marketing information and material, such as:

- i. Marketing and business development plans, sales figures, profit margins, sales forecast, volumes, future plans, potential strategies;
- ii. Financial data, including financial statements, management reports, income and cost projections, fee schedules, billing policies, discount procedures, quoting policies;
- iii. Customer Data, including lists, names and information about existing, past or prospective customers of the Company and their representative, data about the terms, any communication to or from a customer, conditions and expiration of existing contracts with customers, the quantity and nature of services received by customers and collections, discounts or any other information obtained by the Company in its capacity as consultant for any customers.

8.2.4 Third Party Information: Any and all information and material in the Company's possession or under its control from any other person or entity which the Company is obligated to treat as confidential or proprietary.

9. NON-COMPETE AND NON-SOLICITATION

9.1 The Company shall have the option, at any time during the Term, to enter into a separate non-compete agreement with the Employee, whose terms shall supercede those contained herein. The Employee shall be bound by the terms of such agreement, as executed.



- 9.2 The Employee agrees that the Employee shall not engage them self in working for any other person, firm or association in any capacity whatsoever or do or conduct any private business during their Employment with the Company and shall be bound by the terms as detailed under Annexure II C of the Letter.
- 9.3 The Employee further agrees that they shall not, directly or indirectly, at any time during the Term **[and for a period of two (2) years thereafter]**, for any reason, either on their own account or for any other person or entity, solicit, interfere with or endeavour to entice away from the Company or any of its affiliates, any person who to the knowledge of such Employee is a client, customer or employee of, or in the habit of dealing with the Company or any of its affiliates.

10. NOTICE PERIOD

- 10.1 Duration of notice period will be determined by the company based on the time required to finish the tasks in hand and to do the proper knowledge transfer to existing or new resource, which shall not exceed
- 60 (Sixty) days for all permanent employees working offshore, which includes domestic onsite and those abroad on business Visa
 - 15 (Fifteen) days for all the employee under Probation period, direct contract and Trainees

In the event that an employee leaves the organization without giving required notice, company holds all the rights to consider it as 'breach of discipline' and issue the termination letter to the employee.

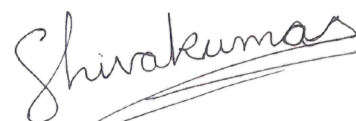
11. TERMINATION OF EMPLOYMENT

- 11.1 Subject to these Terms, the employment of the Employee by the Company is contractual, at will, and terminable by either Party in accordance with the provisions of these Terms. In the event of termination, the Employee shall not be entitled to any benefits, damages, award or compensation, other than as expressly provided in these Terms.

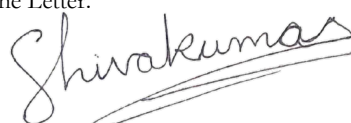
The Company has incurred substantial costs in the hiring and training of the Employee during the Probation Period and subsequently, after confirmation of the Employment of the Employee and the specialized training and skill sets imparted to the Employee during the Probation Period result in substantial value and non-monetary benefits being imparted to the Employee.

- 11.2 The Employee understands that they may be called upon, during the course of the Employment, to render services to the Company's Customers at locations outside India. In such event, it is mandatory to comply with such requests and travel as per the schedule & directions of the Delivery Manager / Business Unit Heads. Non-acceptance of such offer without a valid reason as company deems fit amounts to a breach of discipline; an action will be initiated against such employee amounting to termination from service with immediate effect. In such cases of termination, it's the organizational discretion to honor the notice period amount for the employee.

All expenses related to overseas travel, boarding and lodging with regard to such overseas travel will be solely met by the Company. In consideration of such expenditure by the Company, the Employee agrees that they shall not have the right to terminate the Employment during the course of any such overseas assignment. The Employee further agrees that they shall not have the right to terminate the Employment for a period of Three (3) months from the date of completion of such overseas assignment. The Employee agrees that, in the event they terminate the Employment for any reason whatsoever prior to the expiry of Three (3) months from the date of completion of such overseas assignment, without prejudice to any other provisions of these Terms, the Employee shall become immediately liable to reimburse the Company for any and all expenses incurred by the Company related to the Employee's travel to such overseas location, boarding, lodging, transport, any per diem/other allowance and any other incidental expenses incurred by the Company with regard to the Employee's overseas assignment, except in the event the Company, in its sole discretion and in writing, waives such expenses.



- 11.3 If the Company finds the Employee to be inefficient and careless or guilty of misconduct, or acting against the interest of the company, willfully or due to negligence, carelessness, oversight or ignorance of the Company's policies and procedures, the Company, in addition to terminating the Employee's Employment, will have the right to recover three (3) months' salary plus any other expenses incurred by way of damages.
- 11.4 On termination of the Employee's Employment, for whatever reason, the Employee will be required to immediately return to the company and/or its Customers, all Confidential Information and all other material/property belonging to the Company/any customer in the Employee's possession. The Employee will not make copies of the material in her/his possession and continue to keep all Confidential Information in strictest confidence.
- 11.5 It is clarified that the following shall constitute express breaches of these Terms, attracting the Company's right to terminate the Employment (the "**Events of Breach**")
- 11.5.1 An act of dishonesty or fraud by the Employee;
- 11.5.2 The Employee personally engaging in misconduct which causes material harm to the reputation of the Company;
- 11.5.3 The Employee committing an act of gross negligence with respect to the Company or otherwise an act of the Employee committed with willful disregard of the Company's interests;
- 11.5.4 The Employee seizing a corporate opportunity for themselves instead of offering such an opportunity to the Company;
- 11.5.5 The Employee's willful and continued failure to substantially perform the duties and obligations of the Employment which are not remedied within thirty (30) days after notice thereof;
- 11.5.6 The Employee's irregularity of attendance or unauthorized absence from place of work for more than three (3) working days;
- 11.5.7 Significant Under-Performance by the Employee. For the purposes of this clause, "**Significant Under-Performance**" shall be deemed to have occurred if the Employee does not satisfy each of the following:
- Delivering work or tasks as laid down from time to time by the Company, with satisfactory quality and within the deadlines prescribed by the Company;
 - Performing all assigned work or tasks in accordance with the expectations of the Manager and the Company's customers; and
 - Demonstrating improved work performance in accordance with feedback from the Manager and the Company.
- Provided that the parameters for determining Significant Under-Performance would be as defined by the Company and informed to the Employee, from time to time.
- 11.5.8 The Employee being convicted of a civil or criminal offence relating to an act of dishonesty or fraud against, or a misappropriation of property belonging to the Company;
- 11.5.9 The Employee engaging in abuse which substantially impairs their ability to perform the duties and obligations of the Employment or causes material harm to the reputation of the Company; or
- 11.5.10 The Employee breaching, in any material respect, the terms of this Agreement (or any confidentiality or non-disclosure agreement or non-compete agreement or intellectual property assignment agreement with the Company).
- 11.6 The terms of Annexure II C shall survive the termination of the Letter.



12. INTELLECTUAL PROPERTY

- 12.1 The Company shall have the option, at any time during the Term, to enter into a separate intellectual property assignment agreement with the Employee, whose terms shall supercede those contained herein. The Employee shall be bound by the terms of such agreement, as executed.
- 12.2.1 The Employee agrees and assures the Company that during the Term, the Employee shall disclose and assign promptly to the Company, at no cost to the Company, all Intellectual Property developed by the Employee during the course of Employment with the Company and / or obtained/disclosed by them individually or jointly with any other person for on behalf of the Company in relation to the work carried on, discovered, invented designed and/or authored by them. Such Intellectual Property shall constitute the absolute property of the Company and the Employee shall treat such Intellectual Property as confidential and proprietary and use such information solely for the benefit of the Company and shall not lay claim on any such Intellectual Property during the Term and / or after expiry or sooner termination of the Term. The Employee agrees to provide the Company all necessary assistance required to perfect such assignment of rights defined in this provision.
- 12.2.2 All such Intellectual Property shall be deemed to be “works made for hire” under the applicable laws. Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right, inter alia, to use, modify or adapt the Intellectual Property that the Employee has developed during the course of their Employment.

13. ARBITRATION

- 13.1 In the event of any dispute arising howsoever in connection with the interpretation or implementation or purported termination of this Agreement, the Parties shall attempt in the first instance to resolve such dispute amicably.
- 13.2 If such dispute is not resolved amicably within thirty (30) days of commencement of discussions or such longer period as the Parties agree to in writing, then any Party may refer the dispute for resolution by arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996 at Bangalore. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.
- 13.3 When any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement to the extent practicable.

14. JURISDICTION

- 14.1 This Agreement shall be governed by the laws of India and the Courts of Bangalore, State of Karnataka, India shall have exclusive jurisdiction to try all disputes between the Parties pursuant to this Agreement, not resolved amicably or within ninety (90) days of reference to arbitration under Clause 13.

15. GENERAL

- 15.1 Each provision of these Terms shall be construed as a separate covenant and if one or more of the covenants is held to be against public interest or unlawful or in any way an unreasonable restraint of trade, the remaining covenants shall continue to bind the Employee.
- 15.2 If one of the provisions contained in these Terms is held to be invalid, the other provisions shall remain valid and the invalid provision shall be replaced by such valid provision as shall have the closest admissible effect as that deleted.
- 15.3 If any provision contained in these Terms would be void as drawn but would be valid if the period of application were reduced or if some part of the covenant were deleted, the covenant in


question shall apply with such modification as may be necessary to make it valid and effective.

- 15.4 The Employee shall be bound by all the general terms and conditions applicable to employees of the Company under any or all the applicable law.

I have read the above agreement and I understand my obligations to the Company. I declare that there are no conflicting obligations and interests other than those mentioned above. I undertake to inform the Company if any such conflict should arise in the future.

I accept the offer of employment on the terms and conditions mentioned in the above letter.

for **Torry Harris Business Solutions Pvt Ltd.,**

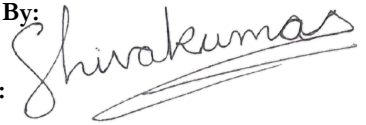
Signature: 

Name: G. Shivdayal Charan

Authorized Signatory

Date:

Accepted By:

Signature: 

Name: Shivakumar R Hombal

Title: Associate Software Engineer - Trainee

Date: 23/08/2021

ANNEXURE II B

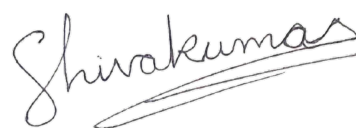
CONFLICT OF INTEREST AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

During your tenure as an employee of THBS (also referred to as the Company), you will have access to information and data, which is confidential and proprietary in nature. Such Information and data is the sole property of the Company and the Employee acknowledges and accepts that he has no right whatsoever on the same. Torry Harris Business Solutions has adopted a policy to avoid conflict between the personal interest of the employee and that of the Company.

1. **Conflicting Rights and Obligations:** You shall inform the company in writing of any apparent conflict between the work at THBS and any obligations that you may have to preserve the confidentiality of the former employer's proprietary information or materials. You also specifically represent that you have not brought to the Company (and will not bring to the Company) any materials or documents from a former employer, or any confidential information or property from a former employer. You are required to list all -such obligations, if any, as of date, in space provided at the end of this document. If nothing is listed, THBS may conclude that no conflict exists.

In case, you become a party to any proceeding brought by any former employer at any time during or after your employment with THBS, it will be your full and sole responsibility to respond to such action. THBS has no responsibility to participate in your response or in your cost to such response.

2. **Prior Inventions:** As a matter of record and in order to assist THBS in determining the rights to any discoveries and inventions in connection with your employment, you are required to list in the space provided at the end of this document, all inventions, copyrighted material, patents and patent applications which you own or have any interest in and which were conceived of, or first reduced to practice, prior to your employment with THBS, all of which shall remain your property. If nothing is listed, THBS may conclusively assume that you claim no interest in any inventions, copyrighted material, patents or patent applications.
3. **Inventions during Employment:** If you (either alone or with others) conceive of / invent / discover / improve on any new or advanced or current methods of improving processes / formulae / systems in relation to the operation of the company or its affiliates or customers, such developments, discoveries or inventions will be fully communicated to THBS and will be and remain the sole right/property of THBS. You would not be entitled to claim any rights, title or interest therein, including moral rights. You shall also assist THBS in its endeavour to register such invention, discovery, process, formulae under any of the "Intellectual Property Right Acts".
4. **Dual Employment:** During the term of employment with THBS, you will not carry on any other employment or business activities directly or indirectly, which are competitive with or otherwise conflict with the interests of the company, for any part during or outside the working hours of the Company with any person / organization, whether paid or honorary, of any type, for any purpose whatsoever except with the prior consent of THBS in writing. You shall devote the whole time and attention to the duties assigned to promote the interests of the company.
5. **Conflict of Interest:** You shall not either directly or indirectly, either for yourself or for any person, firm or organization



- Seek / accept employment / consultancy contract/assignment with Customers and Prospective Customers of the company (Prospective Customers shall mean and include all parties with whom THBS has been negotiating with in the past twelve months)
 - Engage in any activity that is in conflict with the Company's business interests
 - Solicit, divert or take away any of Company's Customers, employees, Contractors or Consultants,
 - Use for gain any information, contacts, relationships, or business opportunities that you become aware of during your service with THBS
- during your employment with Company or for a period of two years from the date of leaving the Company due to resignation or separation.

Prior Obligations (if any) – see section 1 above : (If nothing please write “none”)

none

(Attach additional pages if necessary)

Prior Inventions (if any) – see section 2 above : (If nothing please write “none”)

none

(Attach additional pages if necessary)

I have read the above agreement and I declare that there are no conflicting obligations and interest other than those mentioned above. If in the future any conflict arises, I will inform THBS.

for Torry Harris Business Solutions Pvt Ltd.,

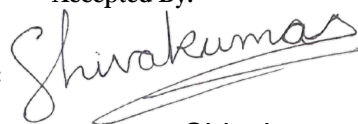
Signature: 

Name: G. Shivdayal Charan

Authorized Signatory

Date:

Accepted By:

Signature: 

Name: Shivakumar R Hombal

Title: Associate Software Engineer - Trainee

Date: 23/08/2021