



Avanade Australia Pty Ltd
3 Sussex Street
Barangaroo, NSW, 2000
ABN 58 093 925 207 01

15-Feb-2022

Achroo Batta
30 Equestrian Street
Glenwood, New South Wales
2768

LETTER OF OFFER OF EMPLOYMENT

Dear Achroo,

As discussed with you, I am pleased to offer you the position of Sr. Consultant, Application Security, with Avanade Australia Pty Ltd ('Company') subject to the conditions specified in the **Eligibility clause**. The terms of your employment are set out below.

TERMS AND CONDITIONS OF EMPLOYMENT

Appointment and Position

The Company will employ you in the position of Sr. Consultant, Application Security, or such other position as determined by the Company from time to time.

You will be based at the Company's Sydney 3 Sussex St. ('home office'). You will, however, be required to perform your duties in such other places as may reasonably be required by the Company from time to time.

You will report to Nakar, Alpesh, or such other person as determined by the Company from time to time.

Commencement and Term

Your employment will commence on 14-Mar-2022 ('Commencement Date').

This offer, and your employment, is subject to:

- a) the Company receiving satisfactory results of any background, security or reference checks conducted; and
- b) you providing all relevant information to, and consent for, the Company to conduct such searches as reasonably required.

You will initially be employed on a probationary period of 3 months commencing on the Commencement Date ('Probationary Period'). If necessary, your Probationary Period may be extended by the Company for additional 3 months as the Company may determine in its absolute discretion.

Your employment will continue until terminated in accordance with the **Termination clause** of this agreement.

Your Duties

Your job description and primary responsibilities are set out at in the attachment to this agreement however; the Company may require you to perform additional reasonable tasks and duties as required from time to time.

You must:

- a) perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time, whether during or outside the hours you work and at such places as the Company requires.
- b) serve the Company faithfully and diligently to the best of your ability;
- c) use your best efforts to promote the interests of the Company;
- d) act in the Company's best interests;
- e) comply with all directions of the Company from time to time;
- f) upon request, undergo security clearances, background, professional qualification or other checks (including criminal) as reasonably required by the Company from time to time;
- g) comply with all law applicable to your position and the duties assigned to you;
- h) report to the person or persons nominated by the Company from time to time; and
- i) ensure that at all times the Company's documents and records under your custody and control are kept at a secure place.

Without limiting your duties to the Company, you must not:

- a) act in conflict with the Company's best interests; or
- b) be involved in competing, or preparing to compete, with the Company without the Company's prior written approval; or
- c) perform work for any person other than the Company (including a business you own or have any interest in) without the Company's prior written approval; or
- d) disparage the Company or a Related Body Corporate.

The Company may require you to provide evidence confirming to the satisfaction of the Company that you are not in breach of subsections (a)-(d) of the second paragraph of this Your Duties clause.

You acknowledge that:

a) the restrictions specified in subsections (a)-(d) of the second paragraph of this Your Duties clause are, in the circumstances, reasonable and necessary to protect the Company's legitimate interests; and

b) damages are not an adequate remedy for a breach of subsections (a)-(d) of the second paragraph of this Your Duties clause.

If the Company has given you written approval under subsection (c) of the second paragraph of this Your Duties clause, the Company may, from time to time, request that you provide information about the work you are performing and you must provide that information. The Company may also revoke any approval given under subsections (a)-(d) of the second paragraph of this Your Duties clause at any time.

You have no authority to bind the Company in contract, except where you have express authority from the General Manager of the Company to do so.

Your Hours of Work

You are employed on a Full-time basis and are required to work during the Company's ordinary business hours. You are also required to work such additional hours as are reasonably either:

a) necessary to perform your duties; or

b) required by the Company.

You acknowledge that working additional hours is part of your role and that this has been taken into account in setting your Remuneration.

Remuneration

You will be paid a remuneration package to the value of \$ 154000 ('**Remuneration Package**'). The components of your Remuneration Package are:

i) Base Annual Salary: \$ 140000

ii) Superannuation: \$ 14,000

a) Base Salary

Your Base Annual Salary will be paid in equal monthly instalments on or before the 15th day of each month. The Company will pay your salary directly into your nominated bank account. The first and last instalments may be pro-rated.

b) Superannuation

Your Remuneration Package includes contributions made by the Company for you into a superannuation fund of your choice. If you do not nominate an alternative complying fund, the Company will make superannuation contributions on your behalf into the Avande Australia Superannuation Plan. These contributions will equal the minimum level of superannuation contributions that the Company must make for you so as not to be liable to pay a charge under the Superannuation Guarantee (Administration) Act 1992 (Cth) and the Superannuation Guarantee Charge Act 1992 (Cth) (collectively '**SGC Legislation**') as amended from time to time ('**Contributions**'). Upon commencing employment, you must do everything necessary for the Company to make the Contributions. If you wish to salary sacrifice, you will be required to sign a further agreement with the Company regarding the terms of the agreement.

The Company will not be liable to make any additional payment or contributions by reason of the superannuation contribution surcharge. If there is any increase in the minimum level of superannuation contributions which the Company must make for the purposes of the SGC Legislation, the components of your Remuneration Package will be varied to ensure there is no increase in your Remuneration Package.

Your Remuneration Package also includes any fringe benefit tax payable under the Fringe Benefits Tax Assessment Act 1986 (Cth) in respect of:

i) any component of your Remuneration Package; and

ii) any other benefit the Company provides to you from time to time under the terms of this letter.

The Company will review your Remuneration Package annually and may vary your Remuneration Package following that review and alter its components. Employees commencing after the 31st of May of the current year will be ineligible for salary review for the current year.

Discretionary Benefits

In addition to your Remuneration Package, the Company may, at its discretion, provide you with other benefits. Unlike your Remuneration Package, the Company may cease providing these benefits, or change the basis on which it provides them, from time to time at its discretion and you do not have an entitlement to continue to receive these benefits.

Unless you are advised in writing that a benefit is part of your Remuneration Package, it will be a discretionary benefit to which this clause applies.

You are currently provided with the following discretionary benefits:

As at the Commencement Date you are provided with a "Gadget Allowance" of \$2,500, gross, accrued monthly and paid annually. This allowance is subject to tax and is provided in accordance with the Company's guidelines as amended from time to time.

Short-term Incentive (STI) Bonus Scheme

The Company has a discretionary bonus scheme which you are eligible to participate in. Any bonus payment is entirely discretionary and you are not entitled, as a matter of contract or expectation, to payment of any bonus. You will not receive any payment if, before the payment falls due, your employment terminates for any reason.

The Company may rescind, change or replace the terms of the bonus scheme at any time in its absolute discretion. A copy of the Company's bonus scheme will be provided to you after the Commencement Date.

Expenses

The Company will reimburse you for all reasonable and legitimate business related out of pocket and travel expenses incurred by you on behalf of the Company, subject to approval by the General Manager and in accordance with the Company's guidelines as amended from time to time and subject to you providing the appropriate receipts and tax invoices as required by the Company.

Leave

The Company will grant you leave including annual leave, public holidays, long service leave, personal/carers leave (including sick leave) and compassionate leave and parental leave in accordance with applicable law.

In respect of annual leave, in accordance with the relevant law, the Company may direct you to take any accrued annual leave.

Before granting personal/carer's leave, or during or following any period of personal/carer's leave, the Company may:

- a) in the case of leave involving an illness or injury, require you to provide Satisfactory Evidence confirming your illness or injury or that of your Family Member (as the case may be);
- b) in the case of leave for an unexpected emergency affecting a Family Member, require you to provide Satisfactory Evidence of the emergency;
- c) in the case of sick leave, require you to be examined by a medical practitioner nominated by the Company in respect of the illness or injury who will provide a report to the Company; and/or
- d) in the case of compassionate leave, require you to provide Satisfactory Evidence confirming the reason for the compassionate leave.

In respect of public holidays, you acknowledge that, as part of your job, you may be required to work on public holidays and this has been taken into account in setting your Remuneration Package.

Confidential Information

You must:

- a) use Confidential Information solely for the purpose of performing your duties with the Company; and
 - b) disclose Confidential Information only to persons who:
 - i) are aware and agree that the Confidential Information must be kept confidential; or
 - ii) have signed any confidentiality agreement required by the Company from time to time;
- and either:
- iii) have a need to know (and only to the extent that each has a need to know); or
 - iv) have been approved by the person or persons nominated by the Company from time to time.

You must keep confidential all Confidential Information other than Confidential Information:

- a) you are required to disclose in the course of your duties with the Company;
- b) that was public knowledge when this letter was signed by you or became so at a later date (other than as a result of a breach of confidentiality by you); or
- c) that you are required by law to disclose.

You must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

You must provide assistance reasonably requested by the Company in relation to any proceedings the Company may take against any person for unauthorised use, copying or disclosure of Confidential Information. You will be reimbursed as reasonably determined by the Company for any legitimate expenses incurred by you in so doing.

Assignment of Intellectual Property Rights

You:

- a) presently assign to the Company all existing and future Intellectual Property Rights in all inventions, models, designs, drawings, plans, software, reports, proposals and other materials you create or generate (whether alone or with the Company, its other employees or contractors) for use by the Company; and
- b) acknowledge that by virtue of this clause all such existing rights are vested in the Company and, on their creation, all such future rights will vest in the Company.

You must do all things reasonably requested by the Company to enable the Company to assure further the rights assigned under **the subsections (a) and (b) of the Assignment of Intellectual Property Rights clause**.

After your employment with the Company ends your obligations in respect of the assignment of intellectual property set out in this letter continue. You will be reimbursed as reasonably determined by the Company for any legitimate expenses incurred by you pursuant to **the second paragraph of the Assignment of Intellectual Property Rights clause**.

Termination

Your employment may be terminated during the Probationary Period at anytime, by:

- a) you giving to the Company 2 weeks notice. Notice must be provided in writing to the appropriate Avande representative (ie. Your reporting manager). Providing notice to an inappropriate party will not be accepted. If you terminate your employment prior to the expiry of the required notice period you forfeit any pay for that period, and the Company may seek to recover any costs that arise; or
- b) by the Company giving you 2 weeks notice.

Following the completion of your Probationary Period, your employment may be terminated at any time:

- a) by you providing notice of termination of 1 months. Notice must be provided in writing to the appropriate Avande representative (ie. Your reporting manager). Providing notice to an inappropriate party will not be accepted. If you terminate your employment prior to the expiry of the required notice period you forfeit any pay for that period, and the Company may seek to recover any costs that arise; or

b) by the Company giving you 1 months' notice.

The Company may in its absolute discretion, elect to make a payment to you equal to the Base Annual Salary component of your Remuneration Package in lieu of any period of notice or the unexpired part of any period of notice given under subsections (a) - (d) of this Termination clause. If the Company does so, then your employment terminates on the date the Company notifies you of this election for that period.

Your employment may be terminated by the Company at any time immediately without notice if you:

- a) disobey a lawful direction of the Company;
- b) are guilty of other serious misconduct;
- c) breach the Confidential Information clause or the Assignment of Intellectual Property Rights clause;
- d) other than the Confidential Information clause and the Assignment of Intellectual Property Rights clause, breach any other material provision of the agreement set out in this letter including subsections (a); or
- e) are found guilty by a court of a criminal offence.

Termination of your employment does not affect any accrued rights or remedies of you or the Company.

Notwithstanding any other provisions in the Termination clause, if the Fair Work Act requires that the Company give you a greater period of notice or greater payment in lieu of notice than provided under the Termination clause in any particular circumstances, then the Company will give you this greater period of notice of payment in lieu of notice (as the case may be).

Redundancy

If your employment is terminated because your position has become redundant:

- a) the first and second paragraphs of the Termination clause will apply; and
- b) you will not be entitled to any payment from the Company except for:
 - i) any remuneration due under the Remuneration clause but unpaid at the date of the termination;
 - ii) any expenses due under the Leave clause but unpaid at the date of the termination;
 - iii) any amount required under applicable law to be paid; and
 - iv) any amount required under the second paragraph of the Termination clause to be paid.

What happens after Termination of Employment

If your employment is terminated for any reason:

- a) the Company may set off any amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is not entitled by law to set off;
- b) you must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, keys and vehicles;
- c) your obligations under the Confidential Information clause and the Assignment of Intellectual Property Rights clause continue after termination except in respect of information that is part of your general skill and knowledge; and
- d) you must not record any Confidential Information in any form after termination.

Relief from Duty and Related Matters

If either you or the Company have given notice of termination, the Company may, without limiting the Company's rights, require you during part or all of the period of notice of termination:

- a) not to carry out any of your duties;
- b) not to attend for work or any Group Member's premises;
- c) not to access any Group Member's computer systems;
- d) to perform duties which are different to those which you had been required to perform, provided only that you have the necessary skills and competence to perform the duties;
- e) not to have any contact with any customers, suppliers or employees of any Group Member;
- f) to return the Company's property to the Company;
- g) without limiting the Company's rights and in accordance with law, to take annual leave or (if applicable) long service leave;
- h) to resign all directorships held as a consequence of the employment; or
- i) to suspend or terminate your access to Group Members' computer systems and premises;
- j) any combination of the above

If either you or the Company have given notice of termination, the Company may, without limiting the Company's rights, appoint a replacement to your position.

Business Protection Agreement

You are required to sign a Business Protection Agreement with regard to the protection of the Company's confidential information upon the commencement of your employment with the Company.

Continuation of Terms and Conditions

If your position with the Company changes for any reason, then the terms of this agreement (including the Commencement and Term clause, the Termination clause and the Business Protection Agreement clause of this Agreement) will continue to apply unless expressly varied by the parties in writing.

Compliance

The exercise of or compliance with any discretion, right or obligation under the agreement set out in this letter is subject to:

- a) compliance with all applicable laws, including the Corporations Act 2001 (Cth);
- b) the approval of the shareholders of the Company where such approval is required under applicable law in force from time to time, or both.

Minimum Entitlements

If at any time you are entitled to any payment or other benefit as a consequence of your employment (whether under legislation, an industrial instrument (including a modern award) or otherwise) (including, without limitation, minimum hourly rates, penalties, overtime, allowances and loadings) ('Minimum Entitlements'), you agree that:

- a) as far as possible, your Remuneration Package and other employment related benefits will be in satisfaction of your Minimum Entitlements over a 12 month period; and
- b) the Minimum Entitlements do not form part of this agreement.

As part of this, your Base Annual Salary includes payment for:

- a) all hours you work over a 12 month period (whether part of your ordinary working hours or not); and
- b) public holidays and substitute public holidays (whether you work on those days or not).

Severability

Part or all of any clause of this agreement that is illegal or unenforceable will be severed from this agreement and the remaining provisions of the agreement continue in force.

Waiver

The failure of you or the Company at any time to insist on performance of any clause of this agreement is not a waiver of its right at any later time to insist on performance of that or any other clause of this agreement.

Notice

Notice given under this agreement must be given in writing.

A notice given in accordance with the first paragraph of this Notice clause is taken to be received:

- a) if hand delivered, on delivery;
- b) if sent by prepaid post, three days after the date of posting;
- c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within eight Business Hours after that transmission, the recipient informs the sender that it has not received the entire notice.

Governing Law

This agreement is governed by the law applicable in and you and the Company irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of .

Privacy

In signing this agreement, you acknowledge and agree that any Group Member may, for any purpose relating to your employment with the Company or for the reasonable business requirements of the Company or the Group Member:

- a) collect and use your Personal Information; and
- b) disclose your Personal Information, including to Group Members outside of Australia, the Australian Tax Office, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers, potential purchasers in a sale of business and law enforcement bodies.

Monitoring of Information Technology Notification and Policy

The Company notifies you that it carries out ongoing, intermittent surveillance of the use of computer and other electronic and communications systems by employees – including emails, internet and files (including files stored on employees' work computers).

The surveillance is carried out by all means available to the Company and all employees of the Company will regularly be the subject of surveillance which will commence on the Surveillance Date.

Entire Agreement

This agreement (including its schedules):

- a) constitutes the entire agreement between you and the Company as to its subject matter; and
- b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by you or the Company.

Policies and Representations

Without limiting the Privacy clause:

- a) any policies or procedures of the Company do not form part of this agreement and are not intended to be contractual in nature;
- b) you acknowledge that the Company may vary or rescind any policies or procedures from time to time, in its absolute discretion and without any limitation on its capacity to do so; and
- c) in entering this agreement, you are not relying on any representations by, or on behalf of, any Group Member unless expressly incorporated into this agreement.

Alteration

This agreement (including its schedules) may only be altered in writing signed by you and the Company.

Headings

Headings are for ease of reference only and do not affect the meaning of this agreement.

Definitions

In this agreement:

'Confidential Information' means all confidential information of the Company and Related Bodies Corporate including, but not limited to:

- a) trade secrets and confidential knowhow;
- b) information concerning the business, finances or customers of the Company or a Related Body Corporate of the Company, including but not limited to business plans, marketing plans, client/customer lists, competitive information, prospect lists, establishment lists, budgets, financial and pricing information;
- c) information concerning the business, finances or customers of a third party which the Company or a Related Body Corporate of the Company has an obligation not to disclose; and
- d) details of which you become aware of or generate (both before and after the day this letter is signed by you) in the course of, or in connection with, your employment with the Company
- e) but does not include any information that was public knowledge when this agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by, or involving, you).

'Family Member' means a member of your immediate family or household, as those terms are defined in the relevant provisions of the Fair Work Act.

'Fair Work Act' means the Fair Work Act 2009 (Cth) as amended from time to time.

'Group' means the Company and its Related Bodies Corporate and **'Group Member'** means any member of the Group.

'Intellectual Property Rights' means all intellectual property rights including without limitation:

- a) patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information kept confidential; and
- b) any application or right to apply for registration of any of those rights.

'Microsoft IT Management' means information technology services management involving the Microsoft Windows business platform where this directly competes with the products and/or services offered by the Company from time to time.

'Personal information' means personal information (including sensitive information) as those terms are defined in the Privacy Act 1988 (Cth) concerning you.

'Related Body Corporate' means any related bodies corporate of the Company as defined under the Corporations Act 2001 (Cth) and includes Accenture Australia Holdings Pty Ltd and Microsoft Pty Ltd and their related bodies corporate as defined under the Corporations Act 2001 (Cth).

'Satisfactory Evidence' means evidence satisfactory to the Company and may include a medical certificate or statutory declaration, as required by the Company.

'Surveillance Date' means

- a) if you are a new employee, the Commencement Date; or
- b) otherwise the date of effect of any earlier notice of surveillance or, in the absence of any such notice, 14 days from the date you receive this Agreement.

In this agreement, unless the contrary intention appears:

- a) the singular includes the plural and vice versa;
- b) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule to this letter and a reference to this letter includes any schedules;
- c) a reference to a document or agreement, including the agreement set out in this letter, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- d) a reference to '\$' is a reference to Australian currency; and
- e) a reference to writing includes typewriting, printing, photocopying and any other method of representing words, figures or symbols in a permanent visible form.

This Agreement is Confidential

The terms of this agreement and any subsequent amendments are confidential and may not be disclosed by you to any other person, other than for the purpose of obtaining professional legal or accounting advice, without the written approval of the Company.

Eligibility

This offer, and your continuing employment, is conditional upon:

- a) your eligibility to work in Australia, including gaining and maintaining any necessary work visas; and
- b) the satisfactory results (as determined in the Company's discretion) of any background, reference or medical checks required by the Company.

If you fail to meet, or fail to continue to meet, any of these eligibility requirements, this offer of employment may be immediately withdrawn by the Company or, if you have already commenced employment with the Company, your employment may be terminated in accordance with the Termination clause.

Would you please e-sign this contract to indicate that you have read, understood and accept this offer of employment.

If we do not receive a e-signed contract within 7 days of the date of this letter, the offer of employment will lapse.


Yours faithfully,



Rebel Berenyi
Australia HR Director

Acknowledgement

I have read, understood and accept the offer of employment set out above.

DocuSigned by:

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Achroo Batta

15-Feb-2022