



Employment Agreement

AVANADE UK LIMITED

Name of Employee:

**Anirudh Sharma
1418 Central Ave Apt 35
Alameda, California
United States,**

Name of Employer:

**Avanade UK Limited ("Avanade")
30 Fenchurch Street
London, EC3M 3BD**

Your Role

Your contract of employment will start on 03-Nov-2025 . No previous employment will count as continuous with your employment under this Agreement.

Your contractual job title is Sr. Consultant, Avanade UK Ltd. Avanade may change your job title from time to time as it considers reasonable or necessary. The nature of Avanade's business demands that you are flexible in your approach to work and you will be expected to undertake such other duties appropriate to your level as may be allocated to you (which may be outside the area of your normal duties).

Avanade may require you to carry out work for or assign your employment to any Group Company at any time. For the purposes of this Agreement, 'Group Company' means any holding company or subsidiary of Avanade from time to time and any other subsidiary of any holding company of Avanade from time to time, where "holding company" and "subsidiary" have the meanings given in section 1159 of the Companies Act 2006.

You warrant that you are not bound by any obligations that restrict you from starting employment or from carrying out any of your duties under this Agreement.

Place of Work

Your normal place of work shall be London, 30 Fenchurch Street. However, we may change your normal place of work, either on a temporary or permanent basis, to any of Avanade's premises within a 50-mile radius of London, 30 Fenchurch Street.

It is acknowledged that during the course of your employment you shall be involved in project assignments as part of your duties. These assignments may take place in locations in or outside of London, 30 Fenchurch Street.

As a result, in the course of any of these project assignments with which you are involved, you agree that your normal place of work shall be at any of Avanade's premises or Avanade's clients' premises as Avanade shall decide and for such duration as Avanade shall decide. For this purpose, you may be required by Avanade to work outside of the UK. All employees of Avanade working overseas do so in accordance with the provisions of the International Assignment Policy.

For the purposes of performing your duties, you shall at the expense of Avanade undertake any additional journeys in the UK and abroad, as Avanade shall require. For the avoidance of doubt, this does not include your normal commute to work whether on a project assignment or otherwise.

Salary

Your basic salary will be £82000 per annum, which will be paid monthly in arrears in twelve equal amounts, normally on or about the last day of each month through the payroll by transfer into a UK bank account. Salaries are normally reviewed at the end of each fiscal year. However, there is no right to a review or to an increase. Any increase is discretionary.

If you join on or before 31st May, you will be included in the annual salary review.

Health Benefits

We currently operate:

- (i) a private medical scheme, under which private medical insurance cover may be available for you
- (ii) an income protection scheme, under which benefits may be received by us from an insurer and paid to you.

Further details about these schemes are in the Employee Handbook.

Pension

Avanade operates a group personal pension scheme. All employees over 18 in their second month of employment, shall be eligible to become a member of this scheme, subject to the rules of such scheme from time to time in force. Avanade intends to provide the following benefit:

Avanade Employer contribution 7% / your contribution 3.5%

In line with automatic enrolment obligations that apply to us, you will be automatically enrolled into our qualifying scheme as described above. This will apply irrespective of your length of service, provided you meet statutory enrolment criteria. Although we expect most staff to meet the statutory criteria for automatic enrolment, those who do not may be able to enrol voluntarily. If this applies to you or you would like to discuss voluntary enrolment, please contact Human Resources.

Staff who no longer wish to be a member of the scheme may be able to cease active membership or have a right to opt out in certain circumstances. Information on this is also available from Human Resources.

For the avoidance of doubt, you are not entitled to receive pensions contributions from us into more than one pension scheme at a time.

You consent to Avande deducting your pension contributions from your salary.

Enrolment in and membership of any relevant pension scheme is subject to its rules and to statutory legal requirements from time to time. We may vary, replace or discontinue arrangements (including the rules of the scheme and the terms on which you participate) over pensions at any time as we think fit. If we vary the arrangements, we may increase or reduce the contributions that we or you make (or introduce a requirement that you make contributions).

Group Life Assurance

Upon commencement of employment, you will be included in the group life assurance scheme. Under the scheme (and subject to its terms which may change from time to time) a lump sum death benefit equal to four times your basic annual salary will be payable if you die while employed by us.

Bonus

You will be eligible to be considered for award of a discretionary annual bonus. Whether a bonus is awarded and the amount (if any) of bonus awarded will be determined at Avande's discretion on whatever basis and after taking account of whatever factors Avande considers appropriate. These factors may differ from those used in determining previous awards, and as between employees of similar status.

The award of any bonus is entirely at Avande's discretion and is only paid to employees in service and who are not under notice of termination (whether given or received) on the payment date. Bonus awards will not be consolidated into base salary, nor will they count towards any remuneration-related benefits such as pension entitlement or life assurance.

Extended Benefits

You are eligible to participate in Avande's Extended Benefits Scheme. This allows you to be paid up to a maximum of £1,900 per year (pro-rata) for spending against certain pre-approved items. This scheme is non-contractual and operated entirely at Avande's discretion. Further details are set out in the Employee Handbook. Avande may discontinue or replace the Extended Benefits Scheme (and any replacement schemes) at any time as Avande thinks fit.

Expenses

You will be reimbursed for all expenses as long as they are reasonably and properly incurred in carrying out Avande's business and supported by receipts. Please refer to Avande's Expenses Policy for more details. As an employee you will maintain tax liability within HMRC guidelines.

Hours

Your normal working hours are United Kingdom - 40 per week, Monday to Friday. Your core working hours are from 8.30 a.m. to 5.30 pm Monday to Friday. We may vary your core working hours from time to time on reasonable notice. However, you are required to work such extra hours as may be reasonably required to perform your duties and you will not be entitled to extra pay if you work additional hours.

Unless you notify us in writing at the time of signing this Agreement that you do not wish to do so, you agree that you may work longer than 48 hours a week on average whenever necessary for the proper discharge of your duties or in any event as may be required by Avande. You are entitled to withdraw your agreement by giving 3 months' prior written notice to Avande. If we request, you must keep such records and permit such monitoring or restrictions of your working time as we require.

Holidays

You are entitled to 25 days paid holiday each holiday year exclusive of public holidays. In your first year your holiday entitlement will be pro-rated accordingly. Avande's holiday year is based on the calendar year.

If your employment terminates part way through a holiday year we will calculate and pay for each day's holiday which has accrued for that holiday year but not been taken. If you have exceeded your accrued entitlement, you must repay the appropriate sum.

You may carry up to 5 days unused basic holiday entitlement forward to the subsequent holiday year; any further days carried over shall be entirely at the discretion of Avande.

If Avande or you have given the other notice of termination of employment, Avande may require you to use any remaining holiday entitlement during the notice period. If, when your employment ends, the number of days of holidays which you have taken in the relevant year differs from your accrued entitlement, then a payment for the number of days' difference will be either paid to you or reimbursed by you depending on whether the amount actually taken is less or greater than your entitlement. We may also deduct any repayment from any sums due to you.

Sickness Absence

If you are absent from work on any day because you are sick or injured you must follow Avande's sickness absence procedure as set out in the Employee Handbook.

Avande may, at its expense and at any time (whether you are absent from work or not), require you:

- (a) to obtain and give to Avande a medical report from your GP or another person responsible for your clinical care; and/or
- (b) to be examined or tested by a medical practitioner appointed by Avande so that it can receive medical advice about you.

You must not refuse, fail to attend or arrange appointments or refuse your consent to the disclosure of any report or test results.

Sick Pay

Avande will pay you sick pay equal to your normal salary for a total of 13 weeks absence due to sickness or injury in any rolling period of 12 months. Further, Avande will also pay 67% of your annual salary for a total of 13 further weeks absence due to sickness or injury in that same period of 12 months.

Any sick pay paid by us includes statutory sick pay (SSP) where this is due. If you exhaust your entitlement to sick pay, we will continue to pay SSP if and for as long as you are entitled to it.

You will have no entitlement to sick pay (except any SSP, if payable) on any day when:

- (a) you are in breach of the procedure for sickness absence;
- (b) a hearing is pending which relates to any aspect of your conduct or performance and which could result in the imposition of a warning, dismissal or other sanction; or
- (c) you are in breach of your obligations in relation to medical examinations and reports set out above.

For SSP purposes, your qualifying days will be Monday to Friday. Further details relating to sick pay are set out in the Employee Handbook.

Deductions from Pay

If at any time money is owed and payable by you to Avanade, whether under your contract of employment or otherwise, it is agreed that Avanade may deduct the sum or sums owed to it from your salary or any sums payable to you from Avanade. It is also agreed that you may be required to repay any such sum owing (or the balance remaining following such deductions as Avanade thinks fit) either immediately or on terms otherwise acceptable to Avanade.

Probationary Period

Your first 3 months of employment with Avanade will be probationary, during which (including any extended period) both you and Avanade will be entitled to give and receive one week's notice for termination of employment or Avanade may opt to terminate your employment forthwith and pay one week's pay in lieu of notice.

Avanade may extend the duration of your probationary period for such period as we consider appropriate. If we consider it appropriate, we may exercise the power to extend on more than one occasion.

Notice Period and Termination

After your probationary period, either party may terminate your employment by giving the other not less than 4 weeks' notice unless you have five or more years of continuous employment in which case notice will be one week for each completed year of service up to a maximum (after 12 years' service) of 12 weeks' notice.

Avanade may if it so chooses:

a) instead of requiring you to work your notice period (or a remaining part of it) terminate your employment immediately and in lieu of an amount equal to your basic salary (subject to deduction of tax and national insurance) for your notice period or any unexpired portion thereof; or

b) at any time during your notice period require you for all or any part of your notice period to remain away from Avanade's premises; to work from home; to carry out special projects outside the scope of your duties; and not to contact employees, customers, clients, agents or suppliers of Avanade without Avanade's permission and not to carry out some or all of your normal duties. Avanade may appoint another person to carry out any of your duties at such times. If Avanade exercises this right, it shall continue to pay your salary and provide all benefits to which you are entitled under your employment and you must comply with your implied duties (including those of good faith and fidelity) and the express duties set out in this Agreement (except those we explicitly release you).

Avanade may terminate your employment immediately without notice or payment in lieu of notice in appropriate circumstances, including, but not limited to, your being considered guilty of gross misconduct, if: we reasonably consider that you have materially damaged or risk materially damaging your own or our reputation, you commit any serious or repeated breach or non-observance of this Agreement or refuse or neglect to comply with any reasonable and lawful directions of ours, you are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed).

Suspension from Employment

Avanade shall be entitled to suspend you from your duties. Usually you will be suspended on full pay and with entitlement to other benefits to which you are entitled under your employment for so long as Avanade shall consider necessary in order to facilitate a proper investigation into any aspect of your performance or conduct or to follow disciplinary proceedings. However, Avanade reserves the right to withdraw and/or defer pay and/or benefits in appropriate circumstances.

Avanade may attach conditions to any such suspension. You must comply with any such conditions and co-operate fully with any investigation. During such period of suspension, Avanade shall be under no obligation to provide work for you and it may require you to stay away from and have no contact with any premises, employees, customers, clients, agents or suppliers of Avanade.

Collective Agreements

There are no collective agreements which affect the terms and conditions of your employment.

Visa Cost

If you decide to leave Avanade, you will be expected to repay the visa payment amount of £9493 in total, net of tax; Year 1: full cost paid back, Year 2: 75% of costs paid back, Year 3: 50% costs paid back from the visa start date.

On-boarding Check

Prior to the commencement of your employment in the UK, you must ensure that you have obtained the appropriate immigration permission to work, and reside in the UK. You must provide acceptable evidence of this to your HR department.

Ongoing Obligations

If you do not have an unrestricted right to work in the UK, you are required to keep us updated with changes in residential address, home telephone number, mobile telephone number to enable us to meet statutory and regulatory obligations of the UK immigration system. Such changes must be reported within five working days of the change occurring. We may provide your personal data to the UK Border Agency to enable us to fulfil our legal obligations.

You must tell a member of the HR Department immediately of any changes in your immigration status or personal circumstances which may affect your right to work in the UK.

If we ask (and, in any case, before the expiry of your right to work) you must show us (and allow us to copy) such documents and other evidence as the Home Office accepts as showing that you have the right to work in the UK. Information on what documents and evidence are acceptable may be obtained from the HR Department.

If you are sponsored by us under the Home Office's Points Based System, you must comply with any policy or procedure we may have relating to sponsorship and your and our obligations. We may provide the Home Office with information about you from time to time.

Please note that the above obligations are imposed to ensure that all employees have the correct UK work authorisation. As such, failure to comply with these obligations may result in disciplinary action being taken against you.

Data Protection Act

Avanade processes your personal data in the manner set forth in the attached Global Data Privacy Statement

Confidential Information

You must not make use of, divulge or communicate to any person (other than with proper authority) any of the trade secrets or other confidential information of or relating to the business and financial affairs of Avanade or any of its clients or suppliers including (but not limited to) details of clients, product details, business methods, marketing, development or management plans or strategies or forecasts, technical information, details of any tenders, pitches or presentations proposed or made by us or any Group Company, prices, personal information about any of our directors or employees, information divulged to us or any Group Company by a third party in confidence, discounts or terms of business which you as an employee may receive or become aware of as a result of being in this employment, any information relating to us or any Group Company or any of our clients which we, any Group Company or the client in question reasonably considers (or is likely to consider) to be confidential (unless required to do so by law, protected in doing so by a statutory right of protected disclosure or doing so in properly performing your duties under this Agreement). The obligation of confidentiality will continue to apply without limit of time after the termination of your employment (for whatever reason). Confidential information does not include information which is generally known or easily accessible by the public, unless it is generally known or easily accessible by the public because of a breach of your obligations.

Inventions

You acknowledge and agree that any work created or developed by you (whether alone or jointly) during your employment (including but not limited to) any invention, design, discovery or improvement, computer programme, documentation, will belong to us from the date of creation if it:

is capable of exploitation by us in the normal course of our business; or

is so created or developed during the course of or in connection with your employment by us.

To the extent that they do not vest automatically, you hereby assign to us with full title guarantee and free from all encumbrances (and in the case of copyright and design right by way of a present assignment of future copyright and design right as applicable) all copyright, design rights and other intellectual property rights in any such work and undertake to do anything reasonably required to ensure that such rights belong to or are assigned to us and to assist us in protecting or maintaining them.

If any moral right or analogous right arises in respect of any work created or developed by you (whether alone or jointly) during the course of or in connection with your employment you:

hereby irrevocably waive and agree not to assert (save as directed by us) such rights; and

will ensure that all applicable consents have been obtained to entitle us to make the fullest use of such rights without restriction or further payment.

Non-compete covenant

You as an employee agree that during the term of your employment you shall not be involved, directly or indirectly, in any activity, whether as a self-employed person or as an employee, even on an occasional basis or without remuneration, as a partner, director, employee, assistant, consultant or agent, independently of your duties under your new employment contract, for the benefit of any subject, natural or legal person, company or other entity howsoever defined operating within IT development and design of IT solutions sector whose activities are deemed to be in competition with those of Avanade (a "Competing Business").

You further agree to extend the period described in the preceding paragraph for the length of time specified in a notice provided by Avanade to you (for a time not to exceed one year from the end of your employment by Avanade), provided (i) Avanade provides you with such notice before the expiration of two (2) weeks after the end of your employment, and (ii) Avanade pays you on the same schedule and at 100% of the rate (excluding bonuses) you are earning at the end of your employment. For purposes of this paragraph, you will not be considered to be connected with any Competing Business solely on account of: (a) your ownership of less than five percent (5%) of the outstanding capital stock or other equity interests in any Competing Business; or (b) your engagement by, performance of services for, participation in or other connection with any business that is not a competing business but that is carried on by an entity that carries on a Competing Business as a separate division or other independent organization.

Restrictions

"Client" means any Person who at any time during the period of 12 months immediately before the Termination Date was a client of ours or any Relevant Group Company:

a) with whom you had material dealings or for whom you had responsibility on behalf of us or any Relevant Group Company at any time during that period; or

b) in respect of whom you obtained or otherwise received Confidential Information;

"Confidential Information" has the meaning set out in the Confidential Information clause above;

"Directly or Indirectly" means directly or indirectly on either your own account or in conjunction with or on behalf of any other Person;

"Key Person" means any individual

a) who at any time during the period of 12 months immediately before the Termination Date was engaged or employed as an employee, director or consultant by us or any Relevant Group Company (other than an individual in business on his/her own account providing professional independent advisory services to us or any Relevant Group Company);

b) with whom you worked to a material extent or for whom you had managerial responsibility at any time during that period; and

c) who was employed or engaged during that period in a senior, financial, managerial, sales, professional or equivalent capacity;

"Materially Involved" means Directly or Indirectly employed or engaged by or interested in, other than as a shareholder of up to 3% of the issued shares of any company listed on any recognised investment exchange for the purposes of investment only, where recognised investment exchange has the meaning given in section 285 of the Financial Services and Markets Act 2000;

"Person" means individual, firm, company, association, corporation or other organisation however constituted;

"Prospective Client" means any Person who at any time during the period of 6 months immediately before the Termination Date had Relevant Discussions in which you were materially involved, for which you had responsibilities or about which you obtained or otherwise received Confidential Information;

"Relevant Discussions" mean any discussion, pitch, tender, presentation, negotiation or invitation to enter into or participate in any discussion, pitch, tender, presentation or negotiation, with us or any Relevant Group Company, with a view to receiving products or services from us or any Relevant Group Company;

"Relevant Group Company" means any Group Company for which you carried out work or had responsibility both in the period of 12 months immediately prior to the Termination Date and in the course of your employment by us;

"Restricted Products or Services" means any products or services which compete with or are of the same or similar kind as any products or services:

a) provided by us or any Relevant Group Company in the ordinary course of our or their business during the period of 12 months immediately before the Termination Date; and

b) in respect of which you were directly concerned, were materially involved or had responsibility during your employment by us; or

c) about which you obtained or otherwise received Confidential Information;

“Supplier” means any Person:

a) who at any time during the period of 12 months immediately before the Termination Date provided products or services to us or any Relevant Group Company; and

b) with whom you had material dealings or for whom you had responsibility on behalf of us or any Relevant Group Company at any time during that period; or

c) in respect of whom you obtained or otherwise received Confidential Information;

“Termination Date” means the date of termination of your employment with us.

In order to protect our and any Relevant Group Company's confidential information, trade secrets, goodwill, client base, potential client base, supplier base, other business connections and stable workforce, you agree to be bound by the restrictions set out below.

For the periods set out below immediately following the Termination Date you will not either Directly or Indirectly:

a) for 12 months in competition with us or any Relevant Group Company provide, or be Materially Involved with any Person providing, Restricted Products or Services;

b) for 12 months encourage or try to encourage any Client or any Prospective Client either not to give custom or to take custom away from us or any Relevant Group Company;

c) for 12 months in competition with us or any Relevant Group Company either:

i. solicit or try to solicit the custom of any Client or any Prospective Client with a view to supplying that Client or Prospective Client with Restricted Products or Services; and/or

ii. supply Restricted Products or Services to any Client or any Prospective Client;

d) for 12 months:

i. solicit or try to solicit any Key Person from us or any Group Company; and/or

ii. employ or enter into partnership or association with or retain the services of any Key Person or offer to do so;

e) for 12 months solicit or try to solicit or place orders for the supply of products or services from any Supplier if a reasonably likely consequence is that the Supplier will cease supplying, materially reduce its supply or vary detrimentally the terms on which it supplies products or services to us or any Relevant Group Company.

Any period of restriction set out above will be reduced by one day for every day during the notice period which we required you both to remain away from our premises and not to carry out your normal duties.

You undertake that:

a) if you receive an offer of employment or engagement with a Person other than us or any Group Company, either during your employment or during the period for which the restrictions set out above remain in force, you will immediately provide that Person with a complete copy of this Restrictions clause and the relevant definitions; and

b) if you accept the offer, you will immediately notify us of the identity of the Person and your acceptance of the offer.

You agree that we are entering into the above restrictions and all relevant definitions for our own benefit and as trustee for each Relevant Group Company.

Grievances and Disciplinary Issues

If you have a grievance relating to your employment, you should raise this in the first instance with your Career Adviser in accordance with the Grievance policy.

We have a Performance Improvement Process and a Disciplinary Policy and Procedure. These are policy documents designed to apply where a performance or a disciplinary issue is contemplated. These procedures include:

a) the conduct and capability guidelines applicable to you; and

b) an appeal procedure designed to apply where you are dissatisfied with any disciplinary decision relating to you. Such an appeal should be made to the HR Director

All of these documents are contained in the Employee Handbook. The Grievance, Disciplinary and Performance Improvement Policy and Procedures are policy documents only. As policy documents these do not form part of your terms and conditions of employment and accordingly we may change them from time to time or decide not to follow them. Copies are available from Human Resources.

Outside Employment and Interests

During your employment you must not, without our written permission, engage in, hold office in, be employed by, or have any direct or indirect interest in, any other business or organisation (other than as a shareholder of up to 3% of its issued shares for the purposes of investment only).

Health & Safety

In accordance with health and safety legislation, you must:

(a) take reasonable care for the health and safety of yourself and other persons who may be affected by your acts or omissions;

(b) co-operate with us to enable us to ensure so far as is reasonably practicable the health, safety and welfare at work of all our employees and to comply with any other duties or requirements relating to health and safety; and

(c) co-operate with us to enable us to ensure so far as is reasonably practicable the health, safety and welfare at work of all our employees and to comply with any other duties or requirements relating to health and safety; and

Return of Property and Passwords

Upon termination of your employment you must:

(a) immediately return all items of our property which you have in your possession in connection with your employment (including any car, keys, security pass, mobile phone, computer, disks, tapes, memory sticks, business cards, credit cards, documents or copies of documents); and

(b) if you have any document or information belonging to us on a personal computer (which is not to be returned under the above provisions), forward a copy to us and then irretrievably delete the document or information. You will permit us to inspect any such computer on request to ensure such steps have been taken.

If asked to do so, you must inform us of any computer passwords used by you in the course of your employment or any passwords of which you are otherwise aware.

We may withhold payment of your final salary or any other payment due or outstanding upon termination of your employment until you have fully complied with your obligations to return property and reveal passwords.

Notice

A notice given by a party under this Agreement shall have effect from the earlier of its actual or deemed receipt. Without limiting how notice may be given, it may be given personally, delivered by hand or sent by post or email.

A notice given personally shall be received if:

a) in the case of a notice to Avanade, it is handed to a member of the HR department or another member of senior management;

b) in the case of notice to you, it is handed to you.

Any such notice shall have effect from the time of receipt.

Notice shall be deemed received:

c) if delivered by hand to the other party's address, at the time of delivery;

d) if sent by first class or recorded delivery post to the other party's address, at 9.00 am on the second business day after posting;

e) if sent overseas by airmail to the other party's address, seven business days after posting;

f) if sent by e-mail to the other party's email address, at 9.00 am on the business day after transmission.

Reference to time is to local time in the place of deemed receipt.

For these purposes:

a) Avanade's address shall be the address set out in this Agreement or another address of which you have been notified by Avanade;

b) Avanade's email address shall be the email address of the HR Director or another member of senior management;

c) your address shall be the address set out in this Agreement or, if you have notified Avanade of a new address, the last address known to Avanade;

d) your email address shall be your work email address (provided that at the relevant time you are permitted to access it) or any personal email address of which you have notified us.

You must tell us of any changes in your home address and other contact details, the bank account to which you would like your salary paid and to your next of kin.

This Agreement

By signing this Agreement, you confirm that you are not entering into employment with us in reliance upon any oral or written representations made to you by us or on our behalf.

This Agreement contains the whole agreement between you and us in connection with your employment. With effect from the date upon which your employment under this Agreement starts or started, this Agreement replaces all previous terms and conditions (whether in writing or not) connected with your employment by us.

This Agreement will be governed by the laws of England, Scotland and Wales and the Courts of England, Scotland and Wales will have non-exclusive jurisdiction to adjudicate any disputes arising under it.



(for and on behalf of Avanade UK Limited)

Niva Reitz

Anirudh Sharma

02-Oct-2025

I, the undersigned, hereby acknowledge that I have read and accept the particulars of employment outlined in this document and understand that this employment is subject to Avanade's Policies and Procedures in their applicable form, as they may be amended from time to time. The Policies and Procedures are available in the contractual part of the Employee Handbook and on the intranet.

This Employment Agreement together with all Avanade Policies including the Avanade Code of Business Ethics and the Employee Handbook are part of your conditions of employment.

Anirudh Sharma

02-Oct-2025