

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this **30 December 2024**

BETWEEN

Eastvantage Private Limited, a [company] incorporated under the [Companies Act, 2013] having its corporate office at *No. 57, 13th cross, Gajendra Nagar, Novel Business Park, Neelasandra, Bengaluru, Karnataka ,560030*. Hereinafter referred to as the **"Company"**.

AND

Ms. Preeti Battala, resident of *C/O Battala Lakshumaiah 3-3 M Thummalapalli Vemula, Mobbuchintalapalle Cuddapah, Andhra Pradesh 516349* Hereinafter referred to as the **"Employee"**.

The Company and the Employee shall hereinafter be individually referred to as **"Party"** and collectively referred to as **"Parties"**.

It is agreed that the Company will employ Mr. Preeti as a **QA Engineer** of the Company, with the start date December 30, 2024, on the terms and conditions as laid down in the Annexure to this Agreement appended hereto, and on terms and conditions as enumerated hereinafter in this Agreement:

1. DEFINITIONS AND INTERPRETATIONS

Unless repugnant to the context, in this Agreement the expressions mentioned below shall have the meaning as follows:

- 1.1 **"Act"** means the Companies Act, 2013, as amended from time to time, or with reference to such sections as are notified and made applicable on the relevant date, the Companies Act, 2013 or any other statutory amendment, re - enactment thereof;
- 1.2 **"Agreement"** includes the recitals and annexures to this employment agreement and any amendments made to this employment agreement by the Parties in writing;
- 1.3 **"Applicable Law"** means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bylaw, permits, licenses, approvals, consents, authorizations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or thereafter;
- 1.4 **"Affiliate"** shall mean with respect to any Person, any company, corporation, association or other entity, which, directly or indirectly, Controls, is controlled by or is under common Control with, such Person;
- 1.5 **"Associate Company"** means a subsidiary and any other Company which is for the time being a holding Company of the Company.
- 1.6 **"Calendar Year"** means the Calendar year which shall run from the 1st day of January to the 31st day of December every year.

- 1.7 **"Effective Date"** shall mean being the date of appointment of the Employee of the Company;
- 1.8 Words importing one gender include all other genders and words importing the singular include the plural and *vice versa*.
- 1.9 Any reference to the **Company** shall if appropriate include its authorized representatives.
- 1.10 **"Cause"** means any of the following: (a) there has been a gross negligence and wilful misconduct on the part of the Employee in the course of his employment with the Company; (b) the Employee has engaged in fraud, embezzlement, theft, commission of a felony, or dishonesty etc. in the course of his employment with the Company; (c) the Employee has engaged in such behaviour materially detrimental to the interests of the Company; (d) a material breach by the Employee of any of the terms and conditions of this Agreement; (e) any unauthorised or negligent disclosure of confidential information by the Employee, provided however any disclosure of confidential information that are required to be made in ordinary course of business shall not be deemed to be an un-authorized or negligent disclosure herein; or (f) the Employee is charged with any felony or crime involving moral turpitude, fraud or misrepresentation;
- 1.11 **"Competitor"** means (i) any Person who is, directly or indirectly, engaged in any commercial activity which is the same as and/or substantially similar to the Business or which competes with the Business ("Relevant Person"); and/ or (ii) any Person in Control of, Controlled by or under common Control with, the Relevant Person;
- 1.12 **"Confidential Information"** shall have the meaning ascribed to it in the Confidentiality and Intellectual Property Assignment Agreement;
- 1.13 **"Confidentiality and Intellectual Property Assignment Agreement"** means the agreement entered into between the Company and the Employee which sets out the obligations owed by the Employee with respect to Confidential Information and Intellectual Property;
- 1.14 **"Intellectual Property"** shall have the meaning ascribed to it in the Confidentiality and Intellectual Property Assignment Agreement;
- 1.15 **"Person"** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law;
- 1.16 **"Proprietary Information"** means and includes, but is not limited to, information about software programs, source or object code, algorithms, trade secrets, designs, know-how, domain names, processes, data, ideas, techniques, works of authorship, business and product development plans, customer lists, terms of compensation and performance levels of Company employees, Company customers and other information concerning the Company's actual or anticipated business, research or development, prices and pricing structures, marketing and sales information, product lines and any information and materials relating thereto, or which is received in confidence by or for the Company from any other person, whether or not it is in written or permanent form

- 1.17 References in this Agreement to any clause, sub-clause, schedule or paragraph without further designation shall be construed as references to the clause, sub clause, schedule or paragraph of this Agreement.

2. TERMS OF EMPLOYMENT

- 2.1 The Company has employed the Employee to render services as described herein from the Effective Date and the Parties hereby set forth the terms of the Employee's employment.
- 2.2 The Company has hired the Employee on a Fixed-Term Employment basis. The employment term will commence on **30/12/2024** and continue until **01/07/2025**, unless terminated earlier in accordance with the terms outlined herein. Upon successful completion of the Fixed-Term, the Company will evaluate the Performance, Conduct, and overall fit within the organization. Based on this assessment and the Company's business requirements, there may be an opportunity to transition to a Full-Time employment.

3. PLACE OF WORK

- 3.1 The principal place of work from where the Employee shall perform services for the Company will be the Company's office addresses. Nonetheless, the Company reserves the right, to change the place of his employment on a temporary or permanent basis. These locations can be within the client premises, another Company address both offshore and onshore, and remote work set-up, based on business needs.
- 3.2 The Employee shall, in the performance of his duties, be required to travel from his place of employment anywhere within the country or abroad.

4. DUTIES AND OBLIGATIONS

The Employee shall during his employment with the Company under this Agreement:

- 4.1 Perform the duties and exercise the powers which the Company may from time to time properly assign to him in his capacity as [title] or in connection with the business of any of its Associated Company.
- 4.2 The Employee agrees to devote his full time and attention to provide services and perform such other duties as required by the Company.
- 4.3 The Employee, shall at all times, be subject to and bound by the policies, rules and regulations of the Company as may be in force from time to time or as may be brought to his notice by the Company.
- 4.4 The Employee shall not commit any act or misconduct or commit any acts subversive to the discipline of the Company, or otherwise misbehave in a manner that would be construed as being in violation of the rules of the Company for the time being in force.
- 4.5 The Employee agrees that during the term of his employment, he shall work exclusively for the Company and will not perform or undertake to perform any work for any other Person without the specific prior written permission of the Company for each such instance of work.
- 4.6 The Employee shall have the capacity to process customer requests, work on data and information, and influence client business inputs etc, as the role requires. In the event the

Company is held liable for any damage, loss, claim, or action arising directly or indirectly from his action in violation of this Clause, the Employee shall indemnify the Company, its shareholders, officers, directors, employees, and professional representatives to the maximum extent permissible under Applicable Law for the time being in force in India.

5. REMUNERATION AND BENEFITS

- 5.1 In consideration of the duties and obligations, the Employee shall be entitled to monthly gross compensation of **INR 50,000 (fifty thousand only)** including employee benefits, both statutory as well as non-statutory, in accordance with the *Annexure A*.
- 5.2 The Employee shall be entitled to be paid by the Company monthly salary as arrears on or before the last working day of each month, by direct credit to his/her bank account.
- 5.3 The Company shall review the Employee's salary on completion of One (1) Year of his/her employment with the company and the salary rate may be maintained or adjusted, based on his/her performance and/or any measurement approach which Company may use as a matter of its policy, with effect from any such review date.
- 5.4 The Company shall deduct from all compensation or benefits payable pursuant to this Agreement such withholding and other taxes as are required by Applicable Law, any debts owed by the Employee to the Company and any deduction from remuneration to which the Employee has previously signified his consent in writing.
- 5.5 The Employee shall not be entitled to any benefits over and above what he is entitled to under this Agreement and any statutory benefits accruing to him under Applicable Law.
- 5.6 The Employee may participate in: i) Any group insurance plans that the Employer presently offers or may offer to its Employees. ii) Such other fringe benefits plans or programs as are provided to other similarly situated employees. iii) The Employer is not required to adopt or continue any such insurance plans or fringe benefits plans or programs.

6. LEAVE

An employee is eligible for 22 leaves annually. These are composed of:

- 12 days Paid Leaves (PL)
- 10 days Earned Leaves (EL)

Leaves will accrue at the rate of 1.8 working days of leave per month.

Apart from these, employees are eligible for 10 Public Holiday Leaves from their 1st day of employment. Out of the 10, 5 are mandatory public holidays and the remaining 5 are Optional which are credited on a pro-rata basis to the employee depending on the Date/Month of Joining.

The holidays and the leave entitlement of the Employee shall be governed by the Company's policies.

7. RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES

Neither the Employee nor the Employee's Relatives, nor any company or business entity in which the Employee or the Employee's Relatives have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit in respect of any business transacted (whether or not by the Employee) by or on behalf of the Company or any Affiliate or associated company; and if Employee, Employee's Relatives or any company or business entity in which Employee or Employee's Relatives have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit; the Employee shall forthwith account to the Company or its Affiliates or the relevant associated company for the amount received or the value of the benefit so obtained.

8. INTELLECTUAL PROPERTY RIGHTS

The Employee's obligations with respect to Intellectual Property shall be as set forth in the Confidentiality and Intellectual Property Assignment Agreement.

9. NON-COMPETITION AND NON-SOLICITATION

9.1 The Employee covenants and agrees that during the course of his employment starting from the Effective Date the Employee shall not:

- a. carry on or participate (whether as a partner, shareholder, principal, agent, director, employee or consultant) in any business and/ or activity which is the same as or substantially similar to the Business, including in the business of any Competitor, other than through the Company;
- b. render any services to a competitor or enter into employment with any of the Competitors;
- c. solicit or influence or attempt to influence any client, customer or other Person to direct its purchase of the products and/or services of the Company to itself or any Competitor; and/or
- d. solicit or attempt to influence any Person, employed or engaged by the Company (whether as an employee consultant, advisor or distributor or in any other manner) to terminate or otherwise cease such employment or engagement with the Company or become the employee of or directly or indirectly offer services in any form or manner to himself or any other Person which is a Competitor of the Company.

9.2 The Employee covenants and agrees that during the course of his employment starting from the Effective Date the Employee shall not, directly or indirectly:

- a. attempt in any manner to contact any client/customer or solicit from any client/customer, except on behalf of the Company, business of the type carried on by the Company or to persuade any Person, which is a client/customer of the Company to cease doing business or to reduce the amount of business which any such client/customer has customarily done or might propose doing with the Company or damage in any way the business relationship that the Company has with any customer/client, whether or not the relationship between the Company and such client/customer was originally established in whole or in part through his efforts; or

- b. employ or attempt to employ or assist anyone else to employ any person who is in the employment of the Company, or was in the employment of the Company at any time during the preceding 12 (twelve) months.

10. CONFIDENTIALITY

- 10.1 The Employee shall during the course of his/her employment under this Agreement keep all the information in respect of the business and financing of the Company and its dealing transactions and affairs and likewise in relation to its Associated Companies all of which information is or may be confidential.
- 10.2 The Employee shall not during or after the period of his employment under this Agreement divulge to any person whatever or otherwise make use of any trade secret or any confidential information concerning the business or finances of the Company or any such information concerning its Associated Companies.
- 10.3 All notes and memoranda of any trade secrets or confidential information concerning the business of the Company and Associated Companies or any of its suppliers, agents, distributors or customers which shall be acquired, received or made by the Employee during the course of his employment shall be the property of the Company and shall be surrendered by the Employee to the Company on the termination of his employment or at any time when required by the Company during the course of his employment.
- 10.4 The Employee shall have executed a separate confidentiality and intellectual property assignment agreement with the Company which sets forth the confidentiality obligations of the Employee towards the Company.

11. RETURN OF PROPRIETARY INFORMATION

The Employee acknowledges that as a result of the Employee's employment with the Employer, the Employee may come into possession and control of Proprietary Information, material and equipment. The Employee acknowledges, warrants and agrees that the Employee will return to the Employer all such items and any copies or excerpts thereof, whether on paper, computer or otherwise, as well as any other material, object or Proprietary Information, document, file obtained as a result of the Employee's employment with the Employer and this, immediately upon the termination of the Employee's employment with the Employer, without regards for the reasons for the termination of the Employment.

12. OWNERSHIP OF PROPRIETARY RIGHTS

During the course of the Employee's employment with the Employer, the Employee may make any improvement, discovery, system, technique, ideas, process, program and other thing of value made or conceived in whole or in part by the Employee which relates to or is useful to the Employer's Business (hereinafter the "Innovations and Inventions"), whether or not subject to copyright or patent protection, and which may or may not be considered Proprietary Information. The Employee acknowledges that all such Innovations or Inventions will be under the copyright law and will remain the sole and exclusive property of the Employer. The Employee also hereby assigns and agrees to assign to the Employer, in perpetuity, all right, title and interest the Employee may have in and to such Innovations and Inventions, including without limitation, all copyrights, and the right to apply for any form of patent, utility model, industrial design or similar proprietary right recognized by any province, country or jurisdiction. The Employee agrees, at the Employer's request and expense, to do all things and sign all documents or instruments necessary, in the opinion of the Employer, to eliminate any

ambiguity as to the ownership of, and rights of the Employer to, such Innovations and Inventions, including filing copyright and patent registrations and defending and enforcing in litigation or otherwise all such rights. The Employee agrees to inform the Employer of any Innovations or Inventions, as described above, that are known to him or that will become known to him and that may be related to the Employee's activities or may otherwise be the result of the work of the Employee.

13. REMEDIES

Notwithstanding anything contained herein, the Employee acknowledges that a breach of any of the covenants contained in this Agreement could result in irreparable injury to the Company for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain remedies available under Applicable Law including but not limited to injunctive relief through any court of competent jurisdiction. The injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

14. TERMINATION

14.1 During the employment term described above, either party may terminate the employment by giving one (1) month notice or one month's salary in lieu of notice to the other party, subject to the release date being approved by the reporting partner.

14.2 After confirmation of services, either party may terminate the employment by giving a minimum of two (2) months' notice to the other party. The company may, at its discretion, with or without conditions, agree to waive off this notice period requirement of two (2) months, either completely or partly. When you serve notice to resign from employment with the Company, the Company may at its sole discretion allow you to pay salary in lieu for the notice period; and/or adjust the vacation accumulated towards part of the notice period.

14.3 During the employment term, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training / employment can be terminated by the Company with immediate effect.

14.4 The Company may terminate this Agreement immediately for cause, including but not limited to the following:

- (a) Breach of any material term or condition of this Agreement by the Employee;
- (b) Conviction of the Employee of a crime involving moral turpitude or dishonesty;
- (c) Any act of fraud, embezzlement, or misappropriation of funds by the Employee;
- (d) Gross negligence or wilful misconduct by the Employee;
- (e) Any act by the Employee which is detrimental to the interests of the Company.

14.5 It is clarified that upon termination of this Agreement, the Employee shall cease to be an Employee of the Company.

14.6 Termination of this Agreement for any reason shall not entitle the Employee to any compensation for loss of office under the Companies Act and he shall only be entitled to such dues as may be contractually or statutorily payable in terms of this Agreement.

14.7 Subject to the other terms of this Agreement upon cessation of this Agreement for any reason (either by of way termination by the Company or resignation by the Employee or retirement of the Employee in accordance with Company policies), the Employee shall cease to be an employee of the Company.

15. ARBITRATION

15.1 Where any controversy, dispute or disagreement arises between the Employee and the Company as to the interpretation or application of any of the terms, conditions, requirements or obligation under this Agreement or the performance hereof which the Parties are unable to resolve by agreement, the Parties hereby agree to refer the controversy, dispute or disagreement to arbitration.

15.2 Judgment upon any arbitral award so rendered may be entered in any Court having jurisdiction, or application may be made to such Court for a judicial acceptance of the award and an order to enforcement, as the case may be.

15.3 The Parties hereby agree that a matter may be referred to arbitration as provided herein, the Parties shall nevertheless, pending the resolution of the controversy, dispute or disagreement, continue to fulfil their obligations under this Agreement, so far as they are reasonably able to do so.

16. JURISDICTION

16.1 This Agreement shall be interpreted in accordance with and governed by the laws of India. All disputes arising out of or in connection with this Agreement shall be subject to the sole and exclusive jurisdiction of the courts of India.

17. MISCELLANEOUS

17.1 The rights of each Party under this Agreement shall not be to the exclusion of the rights granted under Applicable Law but shall be in addition to such rights.

17.2 Each of the provisions of this Agreement is severable. If any provision of this Agreement (or part of a provision) is found by any competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

17.3 No amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by both Parties.

18. ENTIRE AGREEMENT

This Agreement along with the Confidentiality and Intellectual Property Assignment Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement, supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement.

By signing below, both parties acknowledge that they have read and agree to the terms of this agreement.

In the event of any change in the address, the Party whose address is subject to change shall communicate such change to the other Party in writing.

Eastvantage Private Limited

Sahil Meghani

Sahil Meghani
Director

Toiba Qureshi

Toiba Qureshi
HR Lead

Preeti Battala
Employee

Date: 30 Dec 2024

Annexure A

Description	Monthly
Basic	₹25,000.00
HRA - House Rent Allowance	₹12,500.00
CCA - City Compensatory Allowance	₹8,900.00
PF (Employer Contribution)	₹1,800.00
PF (Employee Contribution)	₹1,800.00
Gross Rate (CTC)	₹50,000.00