

### Employment Agreement

This Agreement (hereinafter called "Agreement") is made and entered into as of \_\_\_\_\_ day of 10-Mar-2022 between **Marlabs Innovations Private Limited**, a company formed under the Company's Act, 1956, with its registered office at Bagmane World Technology Center, 14<sup>th</sup> Floor, Citrine Block-4, Marathahalli Outer Ring Road, Mahadevapura, Bengaluru-560048 (hereinafter called the "**Company**") of the one part; AND

**Sudheer kumar Hegde Athrady** \_\_\_\_\_, residing at \_\_\_\_\_ C/o Narayana Shetty, Opp. Govt. School

Demlapura village Thirthahal Shivamogga Karnatak India 577422

(hereinafter called the "**Employee**") of the Other Part with respect to the following facts. The tentative joining date of the employee will be \_\_\_\_\_ (to be filled by HR).

The Company is engaged in the business of developing software applications and products, consulting and providing related services to firms or persons ("Client" or "Clients", herein) who desire such services.

The Company, by offering employment and the Employee, by accepting employment, agrees to the following terms and conditions:

The Employee shall be governed by all the terms and conditions of the employment and other Standing Orders of the Company.

1. **Dual Employment:** Since employment with the Company will involve a relationship of confidence and trust, the Employee during the period of service with the Company, shall not carry on any other employment or business activities directly/indirectly or providing consulting, advisory and/or any such professional services, which are competitive with or otherwise conflict with the interests of the Company, for any part during or outside the working and business hours of the Company with any person, company or body of persons, whether paid or honorary, of any type, for any purpose whatsoever except with the prior consent of the Company in writing. The Employee shall devote the whole time and attention to the duties assigned to promote the interests of the Company.
2. **Flexibility in Work Hours/Location and Scope:** Employee herein agrees that he may be required to work in flexible shifts and relocate to other places (anywhere in India & abroad) during the course of his/her employment. In such event, Employee will abide by any such instructions given by the Company at its discretion.  
Additionally, Employee will be open for any type of software services job (i.e., support, Development, Maintenance, etc.) as assigned by the Company during the course of his/her employment.
3.
  - a. **Conflicting Obligations and Rights:** The Employee represents that the employment with the Company will not conflict with any obligations, which he/she may have to former employers or any other persons. The Employee specifically represents that he/she has 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. The Employee agrees to inform the Company in writing of any apparent conflict between work at the Company and any obligations that he/she may have to preserve the confidentiality of a former employer's proprietary information or materials. The Employee has listed all such obligations, if any, as of the date of this Agreement at the end of this Agreement on Appendix 1-A. If nothing is listed, the Company may conclude that no such conflict exists.
  - b. **Former Employer:** In the event the Employee becomes a party to any proceeding brought by any former employer of the Employee at any time during or after the Employee's employment with the Company, the Employee recognizes and agrees that the Employee shall have full and sole responsibility for responding to such action and

that the Company has no responsibility to participate in Employee's response nor in Employee's cost of such response.

4. **Confidential Information:** During the course of employment, the Employee will learn information relating to the Company (and its business and products) which has commercial and strategic value to the Company and which the Company desires to keep confidential. This confidential information will include such things as trade secrets, proprietary techniques, know-how, discoveries, inventions, marketing information, business strategies, information regarding customers and suppliers, and any other information (whether or not necessarily in writing) which may be useful to the Company and which is not generally available to the public (all of this information is referred to in this Agreement as "Confidential Information"). Employee agrees that all such Confidential Information will be the sole property of the Company, and further, Employee will not disclose any Confidential Information to any other person (except solely in performing his/her duties as an Employee of the Company) directly or indirectly, and will otherwise keep all Confidential Information in strictest confidence and not use it for any purpose adverse to the Company.

The term "Confidential Information" will also include the following information and materials, whether written, oral, magnetic, photographic, optical or any other information whether now existing or created during the period of employment with the Company:

- **Business Procedures:** Internal business procedures and business plans, licensing techniques, technical data, vendor names, purchasing information, financial information (including fees, hourly rates, commissions paid, billing and collection information), service and operational manuals, employee salaries, bonus structure, stock options, ideas for new services and other such information which relates to the way the Company conducts its business and which is not generally known to the public.
- **Marketing Plans and Client Lists:** Any and all Client lists or marketing information and materials, such as (i) marketing and business development plans, sales figures, profit margins, sales forecasts, 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) Client data, including Client lists, names and information about existing, past or prospective Clients and their representatives, data about the terms, conditions and expiration of existing contracts with Clients and the quantity and nature of services received by Clients.
- **Client Information:** Any and all non-public information obtained from, relating to or concerning Clients, including without limitation, the fact that the Company is dealing with or providing services to a particular Client, the fact that the Company is providing services to a Client in connection with a particular project, the identity of client personnel, any communications to or from a Client, information regarding Client billings, collections, discounts, or any other information obtained by the Company in its capacity as consultant for any Clients.
- **Third Party Information:** Any and all information and materials 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.

All such Confidential Information will be the sole property of the Company. Under the Company Law, the Employee owes stringent obligation to his employer regarding inventions & secrecy. The general and paramount obligation of the Employee is that of faithful service.

Under the Common Law, it is an implied form of service that an employee will not disclose his employer's secrets, or use, to the latter's disadvantage, confidential information obtained while in his service. This obligation persists even after the Employee leaves the Company or enters the services of another Company. Thus, unless the consent from the Company is obtained in writing, the Employee is under obligation, either during or after employment with the Company, not to disclose any part of the Confidential Information acquired during the course of employment and not use it for any purpose adverse to the Company.

5. **Prior Inventions:** As a matter of record, and in order to assist the Company in determining its rights to any discoveries and inventions in connection with his/her employment, the Employee has listed at the end of this Agreement on *Appendix 1-A* all inventions, copyrighted

material, patents and patent applications which he/she owns or has any interest in and which were conceived of, or first reduced to practice, prior to his/her employment with the Company, all of which shall remain his/her property. If nothing is listed on *Appendix 1-A*, the Employee agrees that the Company may conclusively assume that he/she claims no interest in any inventions, copyrighted material, patents or patent applications.

6. **Inventions During Employment:** The Employee agrees that all discoveries and inventions which relate in any manner to the business or the future business of the Company, and which are conceived, authored or made by him/her (either alone or with others) during his/her employment with the Company, and after work hours that are intended and related to the Company's business will constitute "work for hire" and will be the sole property of the Company. He/she will promptly disclose these discoveries and inventions to the Company in writing and/or orally, and further, will not disclose these discoveries and inventions to any other persons.

The Employee also assigns to the Company all his/her rights to such discoveries and inventions, title and interest (including all patent rights and patent applications, and any continuations, continuations in part, divisional, reexaminations, reissues or foreign counterparts thereof) and he/she will sign such additional documents as the Company from time to time considers advisable in order to complete this assignment and to apply for patent or copyright protection in the name of the Company. The Employee further agrees to provide all assistance reasonably requested by the Company in the preservation of the Company's interests in the inventions (e.g., testifying, executing documents, etc.). Such assistance shall include cooperation with the Company or its nominees in obtaining patents for the inventions in any country in the world. Such assistance shall be provided at the Company's expense but without any additional compensation to the Employee. The Employee agrees that, for purposes of this Agreement, the term "discoveries and inventions" shall have the broadest meanings, including new products, machines, methods, processes, software programs, improvements, compositions of matter, and designs or configurations.

7. **Duty to Abide by all the Company Agreements:** All agreements, confidential and non-disclosure information, contracts, covenants and obligations entered into by the Company with any other person or entity is also binding upon the Employee.
8. **Duty of the employee to abide by the company policies.** The employee shall be faithful to observe and comply with all the company rules, policies, regulations, practices, process and procedure that are in force and applicable to employee and all changes therein, from time to time and any amendments there in existing policies and regulations shall be binding on employee.
9. **Company Property:** The Employee shall be responsible for the safe-keeping and return in good condition and order all the Company's property which is in the Employee's possession, use, custody or charge. If the Employee is found guilty at any point of time of moral turpitude or of dishonesty in dealing with the Company's property or theft or misappropriation regardless of the value involved, the Employee's services will be terminated with immediate effect, notwithstanding any other terms or conditions mentioned in the appointment letter/agreement. In the event of the termination of employment with the Company for any reason, the Employee shall promptly return all such the Company's property in his/her possession, use, custody or charge.
10. **Accountability:** The Employee is expected to adhere to all policies and procedures of the Company whether written or oral, explicit or understood and always act in the best interests of the Company. It is understood that the Employee is vested with certain powers and authorities in order to carry out his/her responsibilities. The Employee shall be accountable for all his/her acts performed during the normal course of carrying out his/her responsibilities and therefore is advised to exercise adequate caution and due diligence in their day-to-day activities and constantly verify that their acts are indeed in the best interests of the Company. The Employee shall be held accountable and responsible for any of his/her acts that is not in the interests of the Company irrespective of whether it has been caused by negligence, carelessness, oversight, ignorance of the policies and procedures of the Company whether written or oral, explicit or understood, or caused by

willful acts against the interests of the Company including any misuse of powers and authority. The Company reserves the right to take all actions permissible under law against the Employee if he/she is found to be acting against the interests of the Company and such actions include legal proceedings to recover from the Employee any monetary loss to the Company arising out of his/her act(s). The Employee shall be accountable for all acts performed during the period of his/her employment with the Company, and his/her separation from the Company due to resignation or termination does not in any way dilute his/her accountability. The Company shall be within its rights, to take cognizance of any act of the Employee performed during his/her employment, even after separation due to resignation or termination, and take all actions permissible under law to protect the interests of the Company, including recovery of monetary losses caused by the Employee's acts.

If an employee has paid any money to the consultant or third party or employee to obtain job at Company then it should be disclosed before the HR. As Company will not support any kind of such activities and no consultant/third party is involved in the selection process. Company will not be responsible for any of such claims that are made by the employees. Employee will be held solely responsible for the involvement of any consultant/third party to obtain the Job in Company.

It is agreed that Consultant or third Party, its agents and/or employees are solely responsible for their own actions and have no relationship with Company. Strict actions will be taken against the employee if any such instances evolve during the employment which might lead to dismissal/termination from employment.

- 11. Transferability:** The Company reserves the right to transfer the Employee to any of its branches within India or outside India or depute the Employee to any of its client locations at its discretion. In case, the Employee is transferred to another group company, the rules and regulations pertaining to that company shall be applicable.

At the discretion of the Company you will be required to work out of any location where the Company has its office. Also based on business requirements you may be assigned to work on rotational basis with no additional allowance.

- 12. Non-Disparagement:** The Employee agrees that the Employee will not say or do anything or engage in any conduct which will, may or is likely to disparage or otherwise bring into disrepute the Company, the Group or any of its members, in any way directly or indirectly relating to, or in connection with the Employment. The Employee further agrees and undertakes not to publicly disparage, defame, slander, call into disrepute or otherwise criticize the Company or any of its shareholders, directors, officers, executives, employees, agents or consultants, or otherwise, using social media or otherwise, take any action which could reasonably be expected to adversely affect the reputation of the Company, Group, any of its shareholders, directors, officers, executives, employees, agents or consultants.

- 13. Company's Right to Information:** The Employee shall furnish all relevant and true self information to the Company. Any false or misrepresented information disbursed to the Company can lead to discharge of the Employee. The Company should be kept informed about any changes relating to personal particulars - address, contact phone number, additional qualifications, marital status, etc.

**14. Termination of Employment:**

- a. Employee shall remain employed with the Company for a minimum period of 12 months. In the event of the Employee leaving the employment of the Company for any reason whatsoever within a period of 12 months from the date of joining, he/she shall refund in full the joining bonus (if any) paid by Company and he/she shall be liable and hereby undertakes to compensate company for any direct, indirect, and/or consequential damages arise out of the employee leaving the company within the minimum period of 12 months.
- b. If an employee intends to resign from employment of the Company, he/she may do so by giving thirty (30) days prior written notice if on assignment and if he/she is not on assignment fifteen (15) days prior written notice must be given to the Company.

- c. The Employee is not eligible to take leave during the notice period except under the applicable laws. The Company may, at its discretion, waive or reduce the notice period.
- d. In case an Employee leaves the Company without serving the full notice period, he/she is liable to pay, or the Company shall have the right to deduct as liquidated damages an amount equivalent to one months' salary from any amount that is due to the Employee.
- e. If the company is of the opinion that an Employee is discharging responsibilities of crucial importance, the Company shall, at a time it deems fit or at such time that Employee submits her resignation letter, intimate the Employee in writing that he/she shall give such longer notice that the Company deems fit.

NOTWITHSTANDING ANY THING CONTRARY TO ELSEWHERE STATED IN THIS AGREEMENT, Employee's employment can be terminated by the Company at any time by giving thirty (30) days notice in writing if employee is on assignment and Fifteen (15) days notice in writing if employee is not on assignment. In addition, the Company can immediately terminate the employment of the employee without providing any notice for any acts of misconduct or underperformance by the Employee and such employee shall be subject to Disciplinary action as per Company Policies.

**15. Non-Solicitation:**

During employment with the Company and for a period of twelve (12) months after the termination of his/her employment with the Company, regardless of whether the termination was initiated by Company or Employee, Employee shall not:

- a. solicit, canvass, or accept any business or transaction for any other person, firm, or corporation or business similar to any business of Company or its affiliates; or compete with the Company or any of its subsidiaries.
- b. solicit, advice, induce, or encourage Company's employees to leave Company's employment.
- c. in any capacity (whether in the capacity as an employee, officer, director, partner, manager, consultant, agent or owner) directly or indirectly advise, manage, render or perform services to or for any person or entity which is causing detrimental effects to the interest of the Company or any of its subsidiaries.
- d. control, consult to, or be employed by any entity, either to solicit any of Company's accounts or any of Company's employees.
- e. seek or accept employment with any of Company's Clients with whom the Employee had come into contact or had a professional relationship while employed by Company.
- f. solicit any of Company's accounts or any of Company's employees on behalf on any entity similar to that conducted by Company.
- g. directly or indirectly, solicit any person, company, firm, corporation, or customer of Company with whom the Employee had come into contact or had a professional relationship while employed by Company. Employee agrees not to solicit such customers on behalf of self or any other person, firm, company, or corporation.
- h. request any customers of any business then being conducted or contemplated by Company, or its affiliates, to curtail or cancel their business with Company or its affiliates.
- i. induce, or attempt to influence, any employee of the Company or its affiliates/clients to terminate employment with the Company or its affiliates/clients, or to enter into any employment or other business relationship with any other person (including Employee), firm or corporation.

**16. Claim of Damages:** If during the continuance of this Agreement, the Employee is found to be grossly negligent or careless or inefficient in the performance of his/her duties, the

Company will have the right to terminate his/her services immediately without assigning any reason(s). However, if the Employee is *intentionally* found to be inefficient and careless or guilty of misconduct and does not observe any of the covenants of this Agreement, the Company in addition to terminating the services of the Employee will have the right to recover three months salary plus any other expenses incurred by the Company by way of damages.

- 17. Background Check:** Employee hereby consents to the conducting of a background check and/or drug tests by Company and/or Company's broker, customer and/or client to the full extent permitted by law. Such a background check may include but shall not be limited to a judgment and public criminal record check, employment/education verification, fingerprinting, and drug and/or alcohol screening. The Employee agrees to defend, indemnify and hold harmless The Company and / or its clients any subsidiary and affiliate thereof and their respective officers, directors, agents and employees harmless from and against any claims, damages, liabilities, costs losses and expenses, including attorneys' fees and expenses incurred and any claim against The Company and / or client that arises out of or from any loss as a result of such background and / or drug testing.

Furthermore, Employee acknowledges that information obtained in such reports may be grounds for termination at the sole discretion of the Company. In case of any discrepancy in background verification report, Employee further acknowledges not to claim any salary or compensation in lieu of his/her association with the Company and / or its clients for the days worked.

**18. Transition and Return of Company Property:**

- a. In the event of the termination of Employee's employment by him/her or by the Company for any reason, on or before the last working date, the Employee agrees to cooperate with the Company in transition and succession of all matters handled by him and return to the Company and/or its clients without retaining any copies, all property, documents and electronic data owned by the Company/Group or used by the Company/Group for its business, that is in the possession or control of the Employee, including but not limited to all keys, security pass or other access/identification cards (including business cards), mobile phones, tools, equipment, computer software and hardware, files, customer lists, manuals, correspondence, memoranda, any information about the Company's practices, procedures, trade secrets, product marketing, any Confidential Information as required by Clause 5 and all other documents.
- b. On or before the last working date, the Employee shall erase irretrievably from any personal computer and communications systems and devices owned by the Employee and in his possession, any and all information relating to the Company or its Group including Confidential Information and/or trade secrets. If requested, the Employee will allow to have access to any such device or system to verify that such data or information has been deleted.
- c. If any property owned by the Company/Group or used by the Company/Group for their business is retained by the Employee, the Employee shall be liable to indemnify the Company for any loss occasioned to the Company because of the Employee's failure to return the same in accordance with Clause 19.a

- 19. Obligations Upon Termination:** The Employee's obligations with respect to Confidential Information and security of the Confidential Information shall continue and survive even after his/her termination of employment with the Company.

- 20. Violation of terms and conditions:** Employee understands that if he/she violates the terms and conditions of this Agreement, the Company shall be entitled to take legal action against him/her.

- 21. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws prevalent in India. The Employee agrees that any legal action brought under this Agreement may be brought in any court in Bengaluru, Karnataka State. If any provision of this Agreement is held to be void, invalid or inoperative, such event shall not affect any

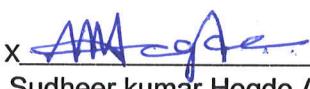
other provisions herein, which shall continue and remain in full force and effect as though such void, invalid or inoperative provision had not been a part hereof.

22. **Notice Provision:** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed, to the parties at the addresses indicated below their respective signatures on the last page hereof (or at such other address as shall be given in writing by either party to the other) registered mail, prepaid, return receipt requested.
23. **Successors and Assigns:** All covenants, representations, warranties and agreements of the parties contained herein shall be binding upon and inure to the benefit of their respective successors and permitted assigns.
24. **Entire Agreement:** This Agreement is the entire agreement between the Company and the Employee regarding the above matters, and there are no other contrary statements or understandings between the Employee and the Company with regard to these matters.

It is hereby agreed and declared that the Employee has read and understood the service rules of the Company and all the clauses mentioned above and has also clearly understood the Company policies and rules on the Intranet and signs hereto signifying his/her acceptance of the same.

IN WITNESS WHEREOF, the parties hereto have set, subscribed and executed this Agreement as of the date first written above.

**Employee**

Sign:   
Name: Sudheer kumar Hegde Athrady  
Address: \_\_\_\_\_

**for Marlabs Innovations Private Limited**

Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

**Witnesses:**

1.  
Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

2.  
Sign: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_



#### Appendix 1-A

**Prior Obligations (if any) - see Section 3a above: (If nothing, please write "none")**

NONE

(Attach additional pages, if necessary)

**Prior Inventions (if any) - see Section 4 above: (If nothing, please write "none")**

NONE

(Attach additional pages, if necessary)