

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made on 1st April 2024 between TechMahindra Solutions Pvt Ltd, a company incorporated under the Companies Act, 2013, having its registered office at Pune, Maharashtra ("Company") and Rajesh Kumar Sharma, residing at Bangalore, Karnataka ("Employee").

1. POSITION AND DUTIES

Employee shall serve as Senior Software Engineer and shall perform duties including but not limited to:

- Software development and maintenance
- Code review and quality assurance
- Technical documentation
- Mentoring junior developers
- Client interaction and requirement analysis

2. COMPENSATION AND BENEFITS

Employee shall receive:

- Monthly salary: ₹1,50,000 (One Lakh Fifty Thousand Rupees)
- Annual bonus: Up to 20% of annual salary based on performance
- Provident Fund: 12% employer contribution as per EPF Act
- Gratuity: As per Payment of Gratuity Act, 1972
- Medical insurance: ₹5,00,000 coverage for employee and family
- Leave travel allowance: ₹50,000 annually

3. WORKING HOURS AND LEAVE

- Working hours: 9:00 AM to 6:00 PM, Monday to Friday
- Overtime: Compensatory time off for work beyond 48 hours per week
- Annual leave: 21 days per calendar year
- Sick leave: 12 days per calendar year
- Maternity/Paternity leave: As per Maternity Benefit Act, 2017

4. CONFIDENTIALITY AND NON-DISCLOSURE

Employee agrees to maintain strict confidentiality of:

- Company's proprietary information and trade secrets
- Client data and business strategies
- Technical specifications and source code
- Financial information and business plans
- Any information marked as confidential

This obligation shall continue for 2 years after termination of employment.

5. INTELLECTUAL PROPERTY RIGHTS

All work products, inventions, and intellectual property created by Employee during employment shall be the sole property of Company. This includes:

- Software code and applications
- Technical documentation and manuals
- Business processes and methodologies
- Patents and copyrightable works
- Trade secrets and know-how

6. NON-COMPETE AND NON-SOLICITATION

Employee agrees that for 12 months after termination:

- Shall not work for direct competitors in same domain
- Shall not solicit Company's clients or employees
- Shall not use Company's confidential information
- Shall not start competing business in same geographical area

7. TERMINATION CLAUSE

Either party may terminate this Agreement:

- With 3 months written notice
- Immediate termination for gross misconduct
- Immediate termination for breach of confidentiality
- Resignation with 1 month notice by Employee

Upon termination, Employee shall:

- Return all Company property and documents
- Provide handover of ongoing projects
- Maintain confidentiality obligations
- Not disclose any confidential information

8. LIABILITY AND INDEMNIFICATION

Employee's liability shall be limited to:

- Direct damages caused by gross negligence
- Maximum liability: 6 months salary (■9,00,000)
- No liability for indirect or consequential damages
- Company shall indemnify Employee for acts within scope of employment

9. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall be:

- First resolved through internal grievance procedure
- If unresolved, referred to arbitration under Arbitration and Conciliation Act, 2015
- Venue: Bangalore, Karnataka
- Language: English
- Governing law: Laws of India

10. COMPLIANCE WITH LABOUR LAWS

This Agreement is subject to:

- Industrial Disputes Act, 1947
- Payment of Wages Act, 1936
- Minimum Wages Act, 1948
- Employees' State Insurance Act, 1948
- Payment of Bonus Act, 1965
- Sexual Harassment of Women at Workplace Act, 2013

11. FORCE MAJEURE

Neither party shall be liable for delays caused by:

- Natural disasters (floods, earthquakes, cyclones)
- Government regulations or lockdowns
- Pandemic or health emergencies
- War, terrorism, or civil unrest
- Internet outages or cyber attacks
- Labor strikes or industrial actions

12. MISCELLANEOUS PROVISIONS

- This Agreement supersedes all previous agreements
- Modifications must be in writing and signed by both parties
- If any clause is invalid, remaining clauses shall remain effective
- Employee acknowledges receipt of Employee Handbook
- Company reserves right to modify policies with 30 days notice

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TechMahindra Solutions Pvt Ltd Rajesh Kumar Sharma

Anita Desai, HR Director Employee Signature

Date: 1st April 2024 Date: 1st April 2024

Witness: Witness:

Name: Priya Singh Name: Suresh Patel

Designation: Legal Counsel Designation: Friend