

Employment Agreement

[09-May-2024]

Amit Kumar

S/O Birendra Kumar,
Back Side of Mirchaiya Mandir,
Lodipur, Buddha Marg Patna 1,
Phulwari, Patna G.P, Patna,
Phulwari, Bihar – 800001

Dear **Amit Kumar**,

We are pleased to inform you, **Amit Kumar**, that after careful consideration, Encora Innovation Labs India Private Limited, having its registered address at No. 10 Brigade South Parade, Third Floor, M.G. Road, Bangalore – 560001, ("**Company**") has decided to make you this offer of employment, for the position of **Senior Software Engineer**. This Employment Agreement ("**Agreement**") will govern the terms and conditions of your employment with the Company.

1. **APPOINTMENT**

You shall commence your employment with the Company as **Senior Software Engineer** on "**21-May-2024**" and shall be bound by the terms and conditions laid down in the Agreement. Your designation and reporting relationship may undergo a change from time to time as may be determined solely by the Company.

2. **COMPENSATION AND BENEFITS**

As total consideration for your services rendered in terms of this Agreement, you shall be entitled to the following:

- 2.1 **Salary.** The Company shall pay you a gross annual salary of INR **30,00,000/-** which will be payable in twelve (12) equal monthly instalments as compensation for your services pursuant to this Agreement (the "**Salary**"). The details of the Salary are specified in Schedule 1. The Salary shall be paid in accordance with the Company's customary payroll practices as in effect from time to time. The Salary shall be subject to all applicable taxes and deductions in accordance with applicable law.
- 2.2 **Salary review.** Your Salary will be reviewed periodically by the Company in accordance with the policies of the Company for its employees, as in effect from time to time. Increases following a review are not automatic but are discretionary and dependent on your performance, the performance of the Company (and/or any of the group companies) and prevailing market conditions.

3. **PLACE OF WORK**

Your principal place of work shall be Bengaluru, India. You agree and understand that you may be required to (i) relocate to other locations either within India or outside India; (ii) work from home if a business need arises and / or pursuant to a government directive; and/or (iii) undertake such travel within India or outside India, from time to time, as may be necessary in the interest of the Company's business. You will also be required to work from any location at the discretion of the Company, including any of its sister concerns/group companies or associate Companies and / or at a client's office.

4. **BACKGROUND CHECKS**

Your employment and / or continued employment is conditional on receipt of satisfactory completion of

background and reference checks, and due verification of your documentation on joining. Further, even during employment, the Company reserves the right to carry out further background checks (or engage a third party to do so on its behalf). You may reach out to Company's People & Culture department to understand the particulars of such background verification. You agree to cooperate with any further background checks and consent to the collection and use of personal information for such purpose.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 You represent and warrant to the Company that each of the following statements with respect to you is true, accurate, complete, and not misleading in any manner:
- 5.1.1 You have carefully read and fully understood the provisions of this Agreement and have the power and authority to execute this Agreement, and to fully perform the obligations hereunder in accordance with the terms hereof.
 - 5.1.2 The execution, delivery, and performance by you of this Agreement will not violate, conflict with, or cause a default under any of the agreements relating to your previous employment(s), contract, instrument, order, judgment, or decree to which you are a party or by which you are bound;
 - 5.1.3 You are not a party to any arrangement or agreement which will adversely affect your ability to carry out the duties pursuant to this Agreement.
 - 5.1.4 You are not in possession of any confidential information or any proprietary information, intellectual property or any other tangible or intangible materials belonging to any person including any of your previous employers or business partners.

6. WORKING HOURS

The normal working week shall be Monday to Friday. Normal working time shall be dictated by the business requirements of the Company, from time to time. If necessary, you shall work such additional hours as may be necessary for the performance of duties effectively and the remuneration has been determined on that basis. For hours worked by you outside the ordinary hours of work, prior approval of the reporting manager / supervisor shall be necessary.

7. DUTIES AND FUNCTIONS

- 7.1 You are required to carry out all duties that are normally associated with the employment in the Company or for such group companies, as the Company may direct.
- 7.2 During the employment with the Company, you will devote your best efforts to the interests of Company, will not engage in other employment or in any conduct in direct conflict with Company's interests that would cause a material and substantial disruption to Company and will otherwise abide by all of Company's Service Rules and Regulations including but not limited to the policies, procedures, and code of conduct. The Company reserves the right to modify, from time to time, the rules, and regulations, as it deems fit.
- 7.3 You agree to comply with the Company's decision should it consider it necessary or appropriate to change your job title (in the event of a promotion), reporting relationships, job duties and responsibilities, the legal entity which employs you and the jurisdiction where you are expected to perform duties on the basis of your performance or the Company's business requirements. Any such change shall not be deemed to violate the terms of this Agreement or constitute any basis for constructive or involuntary termination of employment.

8. LEAVE AND HOLIDAYS

You shall be entitled to leave and holidays in accordance with the Company's policy for its employees in this regard, as in effect from time to time.

9. TERM OF EMPLOYMENT

Your employment with the Company will commence on the Effective Date and shall continue until terminated in accordance with Clause 11 of this Agreement.

10. TERMINATION OF EMPLOYMENT

10.1 **Termination by either party.** Either party may terminate employment under this Agreement at any time on giving prior written notice of 60 days to the other party. The Company would also have the flexibility to allow you to leave employment prior to the completion of any notice period upon payment of Salary in lieu of such unserved notice period.

10.2 **Termination for cause.** Notwithstanding anything contained in this Agreement, the Company may terminate employment contemplated under this Agreement at any time without notice or payment in lieu of notice, for any indiscipline, misconduct, dishonesty or acts of moral turpitude as set out in more detail in the Company's policies that may be applicable to its employees from time to time.

10.3 Upon the termination of this Agreement for any reason whatsoever, you shall immediately hand over responsibilities to such persons nominated for that purpose by the Company (and/or any of the group companies) and shall deliver to such person all such papers, documents, memoranda, notes, records, credit cards and other property of the Company (and/or any of the group companies) which may be in your possession including but not limited to any access cards, visiting cards, mobile phones, computers, vehicles, etc. provided by the Company (and/or any of the group companies). You agree to fully cooperate with the Company regarding the orderly transition of pending work and acknowledges that not assisting with such transition would cause severe damage to the Company.

10.4 You agree and acknowledge that any statutory or other 'last in first out' rule or any modifications thereof shall not apply in the event of termination of your employment / this Agreement for any reason whatsoever.

11. PERSONAL INFORMATION

You agree and understand that the Company (and/or any of the group companies) may, from time to time, during the course of your employment, require information from you (the "**Information**") including information that may be classified as "sensitive personal data or information" under the Information Technology Act, 2000. You hereby authorize the Company (and/or any of the group companies) to collect, store, transmit using computer resources and use any and all Information (unless restricted by applicable law) provided by you to Company (and/or any of the group companies). You further authorize the Company (and the relevant group companies) to disclose the Information to other group companies or other persons for legitimate business reasons or for any other reason that the Company (and/or the relevant group company) may deem necessary irrespective of whether such group companies or third parties are located in India or any other country.

12. ENTIRE DOCUMENT

12.1 This Agreement and the schedules, and documents referred to herein including but not limited to the Company's policies as in effect from time to time, contain the entire understanding between you and the Company with respect to your employment by the Company and supersede any and all prior understandings, written or oral, between you and the Company.

12.2 By executing this Agreement, you hereby waive all claims that are existing or may accrue or

exist under any such prior agreements. This Agreement shall not be amended, waived, discharged, or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by you and a duly authorized representative of the Company.

13. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India. Any court of competent jurisdiction in Bangalore, India, shall have exclusive jurisdiction and venue in any proceeding instituted to enforce this Agreement and any objections to such jurisdiction and venue are hereby waived.

14. SURVIVAL

The requirements and covenants of Clauses 5, 11, 12, 13, and 14 and such other Clauses which by their nature survive termination, shall survive, and continue in full force and effect after the termination of this Agreement and the termination of your employment pursuant to this Agreement.


You are requested to return the duplicate copy of this Agreement, duly signed, to evidence your acceptance.

We look forward to your acceptance of this Agreement and a mutually beneficial enduring relationship.

Best wishes,

FOR AND ON BEHALF OF THE COMPANY

CANDIDATE

By:  _____

By: _____

Name: Anesh Korla

Name: Amit Kumar

Title: EVP & COO, India

Place: _____

Place: Encora Office, Bangalore

Schedule 1 - Details of Salary and Document Request

Annexure - 1

Name :	Amit Kumar
Number :	7053007451
Grade :	C2
Designation :	Senior Software Engineer

Components	Rs.	Rs.
	Annual	Monthly
Basic Salary	11,24,400.00	93,700.00
House Rent Allowance	5,62,200.00	46,850.00
Special Allowance	11,24,388.00	93,699.00
Gross Salary	28,10,988.00	2,34,249.00
Company's PF Contribution	1,34,928.00	11,244.00
Gratuity	54,084.00	4,507.00
Cost to Company	30,00,000.00	2,50,000.00

You will be required to submit to the Company's People & Culture department a certain set of documents at the time of reporting for duty, and you are advised to come prepared accordingly, without fail.

1.1 We request you to submit the following documents to us at the time of your joining:

- 4 passport size photographs;
- Photocopies of your educational documents (10th and 12th certificate; highest all semesters mark sheets and certificate);
- All previous organization's offer letter and relieving letter;
- Previous employer's 3 months' payslips;
- Aadhar card and PAN card copy.

Your age mentioned in the matriculation/ higher secondary certificate will be deemed to be the conclusive proof of your date of birth.

1.2 The Company reserves the right not to accept you into its employment and rolls or after such acceptance, to discharge you from the rolls and from employment, in case you do not fulfill the requirements as specified, particularly submission of documents in proof of your qualifications, experience, salary, etc.

1.3 During the period of your employment in the Company, you will voluntarily keep us informed of any changes in your permanent residential address, correspondence address, marital status, and any other personal particulars germane to the employment.