



MIKRO GRAFEIO SERVICES PRIVATE LIMITED

CIN: U772900TZ2021PTC035595

Date: 01.05.2022

Dear Akhil Harikumar,

This is an employment contract between the following two parties setting out the terms and conditions of the employment (the "Employment Contract"):

First Party:

Mikro Grafeio Services Private Limited

59 B, V Block,
Kovaipudur, Coimbatore
Tamil Nadu - 641042

(Hereinafter referred to as the "Company")

Second Party:

Akhil Harikumar

Vadakkekara House, Channanikadu, P O, Chozhiyakadu, Channanikadu, Panachikkad,
Kottayam, Vaikom, Kerala 686533

(Hereinafter referred to as the "Employee")

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

1. Duration:

- 1.1. The commencement date of this Employment Contract as specified in Annexure I.
- 1.2. This Employment Contract is valid from the Commencement Date (as defined in Annexure I) and shall continue to be valid until terminated by either Party under Clause 8 of this Employment Contract.

2. Job Responsibilities and Duties:

- 2.1. During the term of the employment, the Employee will be required to carry out such duties as may reasonably be required of him/her by the Company. The Company, however, reserves the right to change or review roles and responsibilities keeping in mind business requirements and exigencies.



Regd Off: 59 B, V Block,
Kovaipudur
Coimbatore
Tamil Nadu, India 641402



info@mikrografeio.com



www.mikrografeio.com

2.2. The Employee shall perform its duties to the best of its ability and experience, and devote his/ her whole working time, attention, and energies to the business of the Company as may be necessary and shall use its best endeavor's to promote the interest and welfare of the Company. The Company shall be entitled to all the benefits and profits arising from the work and effort of the Employee including assignment of any intellectual property created during the employment.

3. Place of Work:

3.1. The Employee shall ordinarily be required to work from the place of business of the Company. However, the Employee may be transferred or expected to travel to any of our offices/customer site(s) globally from time to time or for a short or long duration, keeping in mind business requirements and exigencies.

4. Working Hours:

4.1. There shall ordinarily be 6 (six) working days from Monday to Saturday. The Employee agrees to work for nine hours i.e. from 09:00 AM to 6:00 PM during a workday, with a 60 minutes' lunch break in between. Due to business exigencies, the Employee may be required to work at different schedules, days, and timings, which may be prescribed by the Company from time to time. The Company reserves the right, if it reasonably requires, increasing, reducing, and/or otherwise varying or altering the days, hours, or time of work.

5. Remuneration and Performance Review:

5.1. The break-up of the annual gross salary, details of benefits payable to the Employee along with the applicable terms and conditions are set out in Annexure I.

5.2. The salary payable to the Employee for a particular month shall be deposited into the salary account by 5th of each month for the preceding month.

5.3. Salary Revision: The remuneration payable to the Employee will be subject to annual review and revision, or at such times as may, in the sole discretion of the Company, be appropriate. The Company operates a pay-for-performance policy and the result of any remuneration review will take performance into account.



The Employee acknowledges that information relating to his/her remuneration package is strictly confidential and hence the Employee agrees to maintain his/her remuneration package in strict confidence.

6. Exclusivity:

- 6.1. During the continuation of this Employment Contract and for 1 (one) year thereafter, the Employee must not, without the prior written consent of the Company, in any way directly or indirectly (i) be engaged or employed in, or (ii) be concerned with (in any capacity whatsoever), or (iii) provide services to, any other business or organization, whether for profit or otherwise, where it is, or is likely to be, in conflict with the interests of the Company or where it may adversely affect the efficient discharge of the Employee's duties towards the Company.

7. Probation:

- 7.1. The first three months of employment with the Company will be considered as probationary period (the "Probationary Period"). After the completion of the Probationary Period, the performance of the Employee will be assessed by the supervisor. If the performance of the Employee during the Probationary Period is up to the standard required, the appointment of the Employee shall be confirmed in writing by the Company. If necessary, Probationary Period may be further extended and the final decision of confirmation will be based on the Company's sole discretion and performance during the Probationary Period.
- 7.2. On completion of the Probationary Period, and in the event the Company does not find the performance up to the standard required, the Company reserves the right to terminate this Employment Contract after providing a written notice of 15 (fifteen) days from the last date of the Probationary Period, with no further obligations.

8. Termination:

- 8.1. The employment under this Employment Contract is based on the requirement of the project and the Company reserves the right to terminate the Employment Contract if the position is no longer needed by the Company by providing a written notice of 1 (one) month or payment of remuneration in lieu of such notice.



- 8.2. The employment may be terminated by either Party by giving a 30 (thirty) days' notice to the other Party or upon payment of remuneration in lieu of such notice. Acceptance of the payment in lieu of notice period by the employee should be at the discretion of the employer.
- 8.3. If the Employee's actions at any time constitute a breach of the Company's standards of behavior or a breach of this Employment Contract, the Company reserves the right to terminate this Employment Contract with immediate effect and without prior notice being given to the Employee.
- 8.4. This Employment Contract is entered into by the Company on the understanding that all the information given by the Employee in the employee data form during the interview or data provided before and /or at the time of joining is true and correct in all respects. If it is found at any time that the information given by the Employee is not correct or true or the Employee has knowingly suppressed any information, the Company will have the right to terminate his/ her employment with the Company at any time without the requirement of a notice or payment of any compensation.
- 8.5. The Employee's obligations mentioned in Clause 6, Clause 10 and Clause 11 shall survive the termination of this Employment Contract
- 8.6. Notwithstanding anything aforesaid, termination by the Employee shall be subject to the satisfactory completion of all the Employee's existing duties, obligations, projects, etc.

9. Verification:

- 9.1. The offer for employment is made based on Indian laws and subject to no adverse information being obtained during reference checks with previous employers, validation of educational qualifications or background checks, and approval of employment/immigration pass application (wherever applicable). Any deviation from the above could lead to termination of this Employment Contract.
- 9.2. For audit purposes, the Employee agrees to provide an original copy of his/her last payslip and relieving letter from the previous employer to the human resources representative.



10. Confidentiality and Intellectual Property:

- 10.1. The Employee shall keep strictly confidential any Confidential Information (as defined in Annexure-II) that may be disclosed to the Employee during or in the course of employment with the Company.
- 10.2. During or after his/her employment with the Company, the Employee agrees to professionally protect all Confidential Information and shall not reveal any of the Confidential Information to any other person(s) or use or attempt to use any Confidential Information which the Employee may acquire in the course of his/her employment in any manner which may injure or cause loss to the Company.
- 10.3. The Company foresees that, during the course of his/her employment, the Employee may create, originate, conceive, discover, design, develop and/or make works ("Works") in or relating to which there may be creation of intellectual property rights. The Employees acknowledges and agrees that all intellectual property rights in or relating to all or any Works made during his/her employment shall be considered as 'work made for hire' under the applicable laws of India and, at all stages of development, be and remain the sole and absolute property of the Company. At the Company's sole, absolute and unfettered discretion, the Company may make any changes in, deletions from, or additions to the Work. If for any reason the Work is determined at any time not to be a 'work made for hire, the Employee hereby grants an irrevocable, royalty-free transfer and assigns to the Company all rights, titles, and interest in the Work.
- 10.4. The Employee will have to sign our confidentiality agreement (Annexure-II) as a token of his/ her acceptance of the above clause. The Employees agrees that by signing this Employment Contract, he/she is bound by the terms and conditions of the confidentiality agreement even if not signed by him/her.

11. Indemnification:

- 11.1. The Employee agrees to indemnify, and keep indemnified, the Company and its officers, agents, employees, consultants, or affiliates against any damage, loss, cost, expense (including, without limitation, attorney fees, court costs, legal fees, and expenses) or liability incurred by the Company or a claim, action, proceeding or demand made against the Company, either directly or indirectly, arising due to the breach by the Employee of the terms and conditions of this Employment Contract, the confidentiality agreement or the other applicable



Company policies, rules and regulations, and whether present or future, fixed or unascertained, actual or contingent.

12. Governing Law and Jurisdiction:

12.1. This Employment Contract shall be governed by and interpreted by Indian law.

12.2. The courts in Coimbatore shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of this Employment Contract.

13. Entire Agreement:

13.1. The Employee shall be bound by this Employment Contract along with the HR handbook and other policies, rules, and regulations of the Company. During the term of his/her employment, the Employee agrees to adhere to the service conditions of the Company that are in existence and those that may be framed by the Company from time to time.

Signed for and on behalf of Mikro Grafeio Private Limited by



Signature of Authorized Signatory Date: 1.05.2022
Rancho Nair, Co-Founder and Chief Revenue Officer

I accept employment on the terms outlined in this Contract.

Signature of Employee..... Date.....
Name of Employee: Akhil Harikumar



Annexure I Compensation and Benefits

1. The title of employment is "Senior Human Resources Officer" (*Designation*)
2. The employment commencement date is "10-05-2022" (*Date of Joining*)
 - 2.1. All entitlements given below are applicable after the Employee has joined the Company. The entitlements are subject to the Company's policies/procedures/guidelines that may be issued/modified from time to time. All perquisites and benefits including reimbursements are subject to Income Tax provisions, which may be applicable, including taxation on perquisite value.

Sl. No	Salary	Monthly (INR)	Annual (INR)
1	Basic Salary	15,000	1,80,000
2	House Rent Allowance (HRA)	7,500	90,000
3	Books and Periodicals Allowance	2,000	24,000
4	Leave Travel Allowance (LTA)	1,500	18,000
5	Telephone allowance	1,500	18,000
6	Special Allowance	700	8,400
7	Employee Provider fund	1,800	21,600
8	Employee Provider fund	1,800	21,600
	Total CTC	31,800	3,81,600

3. These entitlements shall cease upon the termination of the Employee's employment with the Company. These entitlements may also cease if the employee intends to take a long-term personal leave
4. The Company, at any time, reserves the right to review and restructure the compensation package offered to the Employee.
5. Any update in the title, grade, and/or salary details will be processed through an Employment Change Form and will also be considered as an amendment to this Employment Contract.
6. In the event of the Employee resigning within one year from the Commencement Date, the Company shall be entitled to recover the relocation costs / the joining bonus costs/



notice period buyback costs (whichever applicable) from the Employee or adjust it against any sum due to the Employee at the time of such resignation.

- 6.1 The Employee shall be entitled to such leave as is provided in the Employee Handbook, as may be modified from time to time and this shall include the provisions concerning leave during the Probationary Period.
7. All out of pocket expenses incurred by the Employee for the Company business including all travel/hotel and other expenses incurred as per our policy guidelines and approved by the Company before incurring such expenses, shall be reimbursed to the Employee, subject to the submission of appropriate bills and receipts to the satisfaction of the Company.
8. The Income Tax Act as prevailing at the time of employment will govern the taxation matters. The Company will deduct tax at source as per the prevailing income tax law. The Employee will be responsible for the declaration of the Employee's total income to the appropriate authority as and when required by law.



Annexure-II: Confidentiality and Security Agreement

To:

Mikro Grafeio Services Private Limited

59 B, V Block,
Kovaipudur, Coimbatore
Tamil Nadu - 641042

(Hereinafter referred to as the "Company")

In consideration of:

- a) my employment with the Company; and
- b) the fact that I will have access to certain information about the Company and its customers and technical data which is confidential; I agree as follows:

1. Company Intellectual Property

- A. During the course of my employment with the Company, it is likely that I will come into possession of or become familiar with certain non-public information and materials belonging to, or kept or used by, the Company, or any company within the Company's group companies or partners, vendors, and customers, including without limitation any of the following: any and all tangible and intangible information, data, documents, proposals, outlines, technical, conceptual or financial information, cost and pricing information, unannounced business relationships, information relating to research, products, software, services, development, inventions, processes, engineering, designs and patterns, processes and formulas, methods, techniques, programs or source code, customer contacts, names, addresses, telephone / fax / telex numbers, email addresses, economic, loan or investor information, commercialisation, monetisation and research strategies, vendors, trade secrets and know-how, whether in oral, written, graphic, recorded, photographic, any machine-readable or in any other medium or form ("Confidential Information"). I hereby agree that no part of such Confidential Information shall be disclosed by me to any person without the prior written approval of the Company. I agree to maintain strict confidentiality in respect of all such Confidential Information both during my employment and after my employment with the Company.



- B. I further agree that I shall not disclose to any person all or any part of the intellectual property rights in any work of any nature carried out by me during or in the course of my employment, belonging to the Company, customers, or vendors as may be the case. I agree to maintain strict confidentiality in respect of all such intellectual property rights both during my employment and after my employment with the Company.
- C. Both during the term of this confidentiality agreement and thereafter, I agree to fully cooperate with Company in the vesting, protection, and enforcement of any intellectual property rights that the Company may derive as a result of the services performed by me under the terms of this confidentiality agreement. This shall include executing, acknowledging, and delivering to the Company all documents or papers that may be requested by the Company to enable the Company to create, establish, publish or protect the said intellectual property rights.
- D. If requested by the Company, I agree to promptly return to the Company all materials, writings, equipment, models, mechanisms, and the like obtained from or through the Company, including, but not limited to, all Confidential Information, all of which I recognize is the sole and exclusive property of the Company.
- E. I declare that as of the date of this confidentiality agreement, I am not a member of the Board of Directors, a partner, or employee, nor do I hold any other office, in any other company or body corporate whether organized for profit or not. If I am permitted to hold any office, whether for profit or otherwise in such organization, I shall immediately inform the Company and I undertake to maintain the confidentiality of all the Confidential Information about the Company, its intellectual property including methodologies, processes and know-how, and its business activities and agree to be bound by any other obligations owed to the Company in respect of third parties.
2. I represent and warrant to the Company that I am not a Party to or otherwise bound by any agreement that may, in any way, restrict my right or ability to enter into this confidentiality agreement or otherwise be employed by the Company. Additionally, I agree that I will not reveal to the Company, or otherwise utilize in my employment with the Company, any proprietary trade secrets or confidential information of any previous employer.



3. During my employment with the Company, I undertake not to enter upon or carry on, either directly or indirectly, any activity which is similar to or in competition with the business or activities carried on by the Company.
4. This confidentiality agreement shall be governed by and interpreted as per Indian law. The courts in Bangalore shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of this confidentiality agreement I consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.
5. This confidentiality agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, and permitted assigns.
6. A right or any default under this agreement may be waived by either Party only by giving such waiver in writing and no other conduct of such Party shall operate as a waiver or shall prevent the exercise of any right under this confidentiality agreement. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this confidentiality agreement.
7. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the confidentiality agreement.
8. This Agreement and the rights and obligations hereunder are personal to the Employee and may not be assigned by the Employee. The Company shall, however, have the absolute, unfettered right to assign this Agreement to a successor in interest to the Company or the purchaser of any of the assets of the Company or any third party as the Company may deem fit.
9. I agree to indemnify, and keep indemnified, the Company and its officers, agents, employees, consultants, or affiliates against any damage, loss, cost, expense (including, without limitation, attorney fees, court costs, legal fees, and expenses) or liability incurred by the Company or a claim, action, proceeding or demand made against the Company, either directly or indirectly, arising due to the breach of the terms and conditions of this confidentiality agreement by me, whether present or future, fixed or unascertained, actual or contingent. The



Company may also, at its discretion, terminate my employment with the Company.

10. Notwithstanding anything contained in Clause 10 of this confidentiality agreement, I acknowledge and agree that any breach of this confidentiality agreement shall result in irreparable injury to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to seek equitable reliefs, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this confidentiality agreement by me. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach but shall be in addition to all other remedies available at law or in equity.
11. I confirm that I have read this confidentiality agreement and confirm that this confidentiality agreement constitutes the entire agreement, and supersedes all other previous agreements concerning the subject matter hereof. This confidentiality agreement may only be modified by an agreement in writing and signed by the Parties hereto.

Employee Name: **Akhil Harikumar**

Signature

Date

Location

