

Employment Agreement

This **Employment Agreement** including the schedules, Annexure (the "Agreement") is made at Nasik on this **9th July 2021** by and between.

Winjit Technologies Pvt. Ltd a company incorporated under the Companies Act, 1956 and having its registered office at **Plot No. C1/1, A Road NICE, MIDC Satpur Nashik 422007** (Hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns).

AND

Ms. Omsri Ashok Ghodekar aged **24 years** residing at **Jorve Road, Ghodekar Mala, Sangamner, Ahmadnagar, Maharashtra - 422605**. Herein after referred to as the "Employee" Which expression shall, unless it be repugnant to the context or meaning thereof, include his successors and assigns).

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

WHEREAS:

- A. The Company is engaged in conceptualizing, optimizing and developing conventional enterprise software systems, developing mobile apps for businesses as well as end consumers, customised software products ("Business").
- B. The Company has offered to involve the Employee in the service of the Company as "**Software Developer**" and the Employee has accepted this offer and has undertaken to utilize his knowledge and skills for the benefit of the Company during the course of his employment with the Company.
- C. The Company and the Employee wish to record the terms and conditions governing Employee's employment with the Company as set out hereunder.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

1. Designation, Term and Job Description

The Company hereby employs the Employee as a "**Software Developer**" and the Employee hereby agrees to serve in such capacity, for the period beginning **9th July 2021** and ending on the date on which the Employee's employment is terminated pursuant to clause [9b] (the "Employment Period").

2. Duties of Employee

3.1. Employee must

- a) Perform all tasks and duties assigned to him by his superiors.
- b) Ensure that his duties are carried out to the best of his ability with all due care and diligence.
- c) Used his best endeavours to promote the best interest of the company.

- d) Devote substantially the whole of his time, attention and effort to the performance of his responsibilities during normal business hours and such additional time as it is reasonably necessary.
 - e) Expected to act in a responsible and professional manner when he uses internet, e-mail and other Company facilities.
 - f) Comply with the reasonable directions of the Company and its employment and other policies as applicable from time to time.
 - g) Adhere to the rules and regulations of the Company from time to time.
 - h) Upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any aspect related to the Company in which it is, or may become, a party either during or after employment.
- 3.2. Employee shall adhere to the obligations as provided in the Non-Disclosure and Assignment of Intellectual Property Rights Agreement.

3. Compensation and Benefits

- 4.1. As compensation for the services to be rendered, Employee shall be paid salary. The remuneration will be payable monthly between date of 10 to 12 of every subsequent month after deduction of the applicable withholdings including deduction of taxes at source, subject to applicable laws.
- 4.2. Employee growth and increase in salary will depend solely on his performance and contribution to the Company. Salary increases are normally given on a periodic basis, based on the Company's policies.
- 4.3. The Company shall reimburse all reasonable travel, hotel and other expenses incurred on behalf of the Company by the Employee in the course of his employment with respect to Company work, as per the relevant policies of the Company in force at the time of incurring such expense. However, in all such cases, the Employee shall be responsible to produce the necessary vouchers/documents evidencing the expenses incurred by him to the Company.

4. Confidentiality

- 5.1. The terms and conditions of Non-Disclosure and Assignment of Intellectual Property Rights Agreement shall govern the relationship between the Parties with respect to the Confidential Information acquired by the Employee during the term of employment and the Employee undertakes to strictly comply with the terms and conditions of Non-Disclosure and Assignment of Intellectual Property Rights Agreement.
- 5.2. The Employee shall not disclose the terms and conditions of this Agreement in any manner whatsoever without the prior written approval of the Company, except that the Employee may disclose any provision of this Agreement in compliance with an order of a court of competent jurisdiction in India. However, the intended disclosure by the Employee shall be made only upon serving a prior 1 (one) week written notice on the Company stating the intention of the

Employee to disclose the provisions of the Agreement pursuant to the order of the court.

5. Representation and Warranties

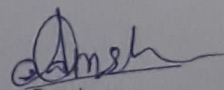
- 6.1. Employee understands and undertakes that the information provided to the Company is all factually correct information.
- 6.2. Employee undertakes and confirms that he/she is not prohibited from working with the Company whether due to any legal, statutory, judicial orders or any contractual obligations. The Employee undertakes and confirms that he/she has not signed any bonds or guarantee or any such document with his/her previous employer that prohibits him/her to work with the Company. In case any such document was signed, there is no breach or contravention by the Employee and received due clearance from the former employer.

6. Intellectual Property Rights

- 7.1. The terms and conditions of Non-Disclosure and Assignment of Intellectual Property Rights Agreement ("NDA") shall govern the relationship between the Parties with respect to the Intellectual Property Rights and the Employee undertakes to strictly comply with the terms and conditions mentioned in the Non-Disclosure and Assignment of Intellectual Property Rights Agreement.
- 7.2. In addition to what is stated in NDA, The Employee agrees that during his Employment Period all work of a copyrightable and/or patentable nature done by him for the Company belongs to the Company. Company shall have exclusive right on such material. Employee shall help and assist the Company to obtain ownership on such copyrights and/or patents.

7. Non-Solicitation and Non-Competition

- 8.1. The Employee acknowledges that he is, in the course of his employment with the Company, likely to obtain from time to time knowledge of any Intellectual Property Rights and Confidential Information of the Company and its Affiliates and shall have dealings with the customers, vendors and suppliers of the Company. The Employee acknowledges that (i) the breach of his covenants under this Clause 8, and (ii) use of the various other technologies and skill sets acquired by him during the course of his employment, if deployed by him after he ceases to be an employee or ceases to be associated with the Company, would result in him competing against the Company. The Employee further undertakes the following to the Company:
 - 8.1.1. That without prejudice to any other duty implied by law, the Employee, during the period of his employment with the Company, and for a period of 3 (three) years thereafter, shall not, directly or indirectly through any other Person, manage, operate, control, enable (whether by license, sublicense, assignment or otherwise) or otherwise carry on or engage in whether through partnership or as a shareholder, collaborator, consultant or agent or in any other manner whatsoever, whether for profit or gain otherwise, throughout the world. Without limiting the generality of the foregoing, the Employee shall not, directly or indirectly:


Employee

- (i) engage in research, development, manufacture, licensing, marketing, distribution or sale of any products or services relating to the Business;
- (ii) except on behalf of the Company, canvass or solicit business for services similar to those being provided by the Company from any Person who is a customer of the Company;
- (iii) accept any work or assignment relating to the Business from any existing or prospective customer of the Company or of any Affiliate of the Company, or solicit or knowingly encourage any such customer to terminate or adversely alter any relationship with the Company or any Affiliate of the Company;
- (iv) market, sell, distribute, endorse or promote, any services that are competitive with the Business of the Company.
- (v) induce or influence in whatsoever manner Company's employees, consultant, supplier, vendor, service provider or independent contractor to discontinue work with the Company.

8. Termination

- 9.1. This Agreement may be terminated by the Company on providing 15 (fifteen) days prior written notice and by providing 90 (ninety) days prior written notice by the employee without any reason or cause to the other party. However, in case of Employee terminating the employment, the Company reserves the right to recover amount in lieu of the notice.
- 9.2. If the Employee fails to perform his duties due to illness or incapacity or whatsoever reason for a period of more than 3 (three) weeks, the compensation otherwise due during such period will not be applicable. The Employee's full compensation will be reinstated upon return to work. However, if the employee is absent from work for any reason for a continuous period of 7 (seven) days, this Agreement stands terminated.
- 9.3. Notwithstanding anything in this Agreement, the Company may terminate this Agreement upon 5 (five) days notice to the Employee on occurrence of any of the following events:
 - (i) If the Employee's performance is below the expectations in the probation period;
 - (ii) The information provided by Employee is fully or partially incorrect
 - (iii) The sale of substantially all of the Company's assets to a single purchaser or group of associated purchasers;
 - (iiv) The sale, exchange, or other disposition, in one transaction of the majority of the Company's outstanding corporate shares;
 - (v) The Company's decision to terminate its Business and liquidate its assets;
 - (vi) The merger or consolidation of the Company with another company;
 - (vii) Bankruptcy.
- 9.4. Termination without notice for a Cause

Notwithstanding anything contained in this Agreement, the Company may terminate this Agreement and employment of the Employee for any cause, with immediate effect, at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:

- (a) Employee's material breach of any of the Clauses provided under this Agreement;
- (b) The Employee is incapacitated in law by reason of ill-health or accident from performing his duties hereunder and shall have been so incapacitated for a consecutive period of not less than 3 months (whether working days or not);
- (c) The Employee's gross misconduct, willful refusal, or willful or negligent failure, to perform duties reasonably assigned by the Company after being provided notice by the Company and a reasonable opportunity to cure such breach in a manner satisfactory to the Company;
- (e) The Employee being convicted of any criminal offence;
- (f) The Employee breaching any organizational documents of the Company or any other agreement of the Company;
- (g) Any violation by the Employee of the Company's policies including but not limited to policies prohibiting harassment of employees, or any act or omission of the Employee which damages the Company's Business or its assets;
- (h) The Employee has committed any act of bankruptcy;
- (i) The Employee does not comply with any laws and regulations that he is required to comply as Employee of the Company;
- (j) Any other action or inaction on the part of the Employee that would constitute adequate cause for termination pursuant to applicable law and regulations.

9.5. Effect of Termination

Upon termination, all property of, or relating to, the Company as shall have been in the possession of the Employee, including Company records and all documents and Confidential Information, shall be surrendered by the Employee to an authorized representative of the Company for this purpose. If the Employee fails to do so, the Company may withhold payment of his dues, if any, and/or take such other steps as may be appropriate, to recover the damages from him.

9. Other Employment Conditions

10.1. Working Hours

The normal working hours of the Company are 9.30 am to 6.30pm [Monday to Friday]. The Employee will work during the normal working hours of the Company and such other reasonable hours as are necessary for the Employee's to carry out the duties, functions and responsibilities assigned to him and shall not be entitled to receive any additional remuneration for work outside the normal working / business hours of the Company.

Employee shall be entitled for lunch break of 30 minutes between 1.00 pm to 2.30 pm.

10.2. Transfer

The Company reserves the right to transfer Employee at any time to any other units or divisions within department or any other place within India or outside India. Employee's position may be promoted or demoted or remain in its current profile. The transfer will not deem to constitute a change in conditions of service.

10.3. Leave

The Employee shall be entitled to earn the leave in that respective year on a pro-rata basis. The Employee undertakes to comply terms and conditions of the leave policy provided in Employee Handbook of the Company.

During Probation: 1 Leave each month

Leave for onsite Employee (on roll Employee and contract Employees)

The Employee deputed at client site shall be governed by the leaves, weekly off and annual holiday policy according to the client's policy in the respective country.

Employee deputed for a long term is allowed to visit their hometown every 12 months for a period of 8 to 10 days. This is subject to approval from the client.

10.4. Travel policy

The Employee may be required to travel on business trips to any such destinations as may be required by the Company from time to time. The Employee understands that such trips might at times be on very short notices. The Employee undertakes to comply terms and conditions of travel policy provided in Employee Handbook of the Company.

10.5. No Other Employment

During the tenure of this Agreement, Employee shall not take up any outside employment or other for profit endeavour unless permitted in writing by Company. Such permission shall be at the sole discretion of Company and shall be granted only by Management of the Company.

10. Miscellaneous

11.1. Successors and Assigns

The Agreement shall inure to the benefit of the successors and assigns of the Company. The Employee shall not assign his rights or obligations hereunder, and any such assignment shall be void.

11.2. Governing laws

This Agreement shall be governed and construed in accordance with the laws of India and the parties agree to submit to the sole jurisdiction of Nasik courts.

11.3. Notice

Any and all notices in writing shall be given to the address set forth at the start of this Agreement.

11.4. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.5. Headings

The paragraph headings contained in this Agreement are for the convenience of the Parties and shall not affect the meaning, or interpretation of this Agreement.

11.6. Survival

On termination of this Agreement, the terms and conditions of this Agreement, including but not limited to Clauses 5, 7, 8 and such other clauses in this Agreement which mean to survive, shall survive.

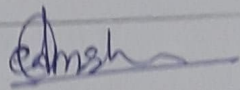
11.7. If any provision, or portion thereof, of this Agreement is invalid or unenforceable under any applicable statute or rule of law, the Agreement shall be valid except it is to that extent to be deemed omitted.

11.8. In this Agreement, reference to the singular includes a reference to the plural and vice versa, and a reference to any gender includes a reference to all other genders and the neuter

Annexure - I

Pay Heads	Per Month (INR)	Per Year (INR)
Basic	8500	102000
HRA	3400	40800
Conveyance	1600	19200
Literature Allowance	500	6000
Kit Allowance	5260	63120
LTA	500	6000
Medical	1250	15000
Employee PF	1020	12240
Employer PF	1020	12240
Employer MLWF		72
Total Pay	23050	276672
# Accident (200000) + Medical (100000) Insurance		3500
Gratuity		4906
Total CTC		285078
Less :		
Profession Tax	200	
Employer PF	1020	
Employee PF	1020	
Monthly Salary	20810	

In **WITNESS WHEREOF** the Parties have executed the Agreement on the date mentioned herein above.

THE COMPANY	NAME OF EMPLOYEE
Signature:	Signature: 
Name: Yash Wagh	Name: Omsri Ashok Ghodekar
Designation: Vice President - Human Capital	Designation: Software Developer